

12/01/2023

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*Attorneys for Plaintiffs***SUPERIOR COURT OF THE STATE OF CALIFORNIA****FOR THE COUNTY OF MARIN**URSULA GRUENERT, on behalf of
herself, all other similarly situated and
typical individuals, and the general public,

Plaintiff,

vs.

TAMALPAIS UNION HIGH SCHOOL
DISTRICT; and DOES 1 through 50,
inclusive,

Defendant(s).

Case No.: CIV-2103521

Date: 03/06/2024

Class Action, CCP §382

Time: 1:30 pm

Dept: B

**DECLARATION OF LEAH L. JONES IN
SUPPORT OF JOINT MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
SERVICE AWARD AND ATTORNEYS'
FEES AND COSTS**

Complaint Filed: September 23, 2021

First Amended Complaint Filed: February 9,
2022Judge: Assigned for all purposes to Hon. James
T. Chou

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1 I, Leah L. Jones, hereby declare as follows:

2 1. The following declaration is based upon my own personal observation and
3 knowledge, and if called upon to testify regarding the things contained herein, I could competently
4 so testify.

5 2. I am an Associate Attorney with Thierman Buck, LLP, and I am admitted to
6 practice law in the states of California and Nevada. I am also admitted to the United States District
7 Court District of Nevada, Central District of California, Northern District of California, Eastern
8 District of California, Southern District of California, the United States Court of Appeals for the
9 Ninth Circuit, and the Supreme Court of the United States.

10 3. I am one of the attorneys of record for Plaintiff Ursula Gruenert and seek to be
11 confirmed as Class Counsel in this action.

12 **BACKGROUND OF CASE AND SUMMARY OF FACTS**

13 4. Plaintiff filed her original complaint on September 23, 2021, as a class and
14 representative action against Defendant Marin County Office of Education (“MCOE”) and
15 Defendant TUHSD asserting four causes of action on behalf of sports coaches for alleged wage
16 violations. After the Parties met and conferred, Plaintiff filed the operative First Amended
17 Complaint (“FAC”) on February 9, 2022, which removed Plaintiff’s cause of action for
18 inaccurate wage statements. At that time the operative FAC alleged: (1) failure to pay minimum
19 wages in violation of the California Lab Code, (2) Private Attorney General Act Violations, and
20 (3) Unfair Business Practices against both Defendants.

21 5. Defendants filed a joint demurrer on April 14, 2022, which was fully briefed. The
22 Court issued a tentative ruling on August 23, 2023. The Court heard oral argument on August
23 24, 2022, ultimately adopting its tentative ruling in total, sustaining Defendant MCOE’s
24 demurrer without leave to amend; thus, MCOE was dismissed with prejudice. The Court also
25 sustained Defendant TUHSD’s demurrer without leave to amend on the unfair business practice
26

28

claim. However, the Court overruled Defendant TUHSD's demurrer on the minimum wage and PAGA claims.

6. Plaintiff contends that Defendant violated the California Labor Code and that this case is appropriate for class action treatment. Plaintiff's counsel has conducted a thorough investigation into the facts and law during the prosecution of this action, including the exchange of formal and informal discovery, review of pay data and other facts and information provided by Defendant. The Parties have investigated the applicable law as applied to the facts discovered regarding Plaintiff's claims, the potential defenses thereto, and Plaintiff's asserted damages. Plaintiff asserts that if Plaintiff Gruenert and all class members prevailed on their wage violation theories, the non-penalty wage exposure would be approximately \$539,586.45.

7. On April 5, 2023, the Parties participated in a full day, in-person mediation session with Norman Brand, a respected mediator with broad experience resolving employment actions, class actions, and school district cases. Although the case did not settle that day, the Parties were able to narrow the scope of their opposing issues and after an exchange of additional data and legal positions, participated in a second, half day Zoom mediation session on May 12, 2023, when the basic terms of the Settlement Agreement were reached through extensive continued mediation efforts by the Parties and Mr. Brand.

8. Based on their own independent investigation and evaluation, Plaintiff Counsel is of the opinion that the Settlement Agreement is fair, reasonable, and adequate and is in the best interests of Plaintiff and the Settlement Class in light of all know facts and circumstances, including the risk of significant delay during further litigation, the risk the Class will not be certified by the Court, and the defenses asserted by Defendant. The fully executed Settlement Agreement is attached hereto as Exhibit 1.

TERMS OF SETTLEMENT

1. The Parties seek to provisionally certify the following Class for settlement purposes: all persons who were employed by Defendant as sports coaches who were paid on a per

season basis excluding all classified and certified employees and volunteers, *i.e.*, persons who did not receive a W-2, at any time during the period from September 23, 2019 through June 30, 2023.

2. The settlement provides for a gross settlement amount of four hundred twenty-five thousand dollars (\$425,000.00). *See* Settlement Agreement at ¶ III.1.

3. The settlement provides for individualized Notice to each Class Member. The proposed Notice would be sent via First Class Mail and advise Class Members about the lawsuit and settlement. *Id.* at ¶ III:11-17.

4. The settlement provides for address verification by the Claims Administrator to help Class Members receive the Notice even if the information provided to the Claims Administrator is not current. *Id.* at ¶ 13. The proposed Notice will inform each Class Member of the estimated amount each Class Member will receive, how it was calculated so that Class Members will have complete information about the settlement, and the estimated amount that they will receive so they can respond accordingly. *Id.* at ¶ 12.

5. A Notice of Settlement of Class Action and Settlement Hearing (“Notice of Class Settlement”), in the form attached to the Settlement Agreement as Exhibit A, shall be sent by the Claims Administrator to all Class Members by First Class Mail, within fourteen (14) days of the Claims Administrator’s receipt of the Class List, which shall be delivered by Defendant TUHSD to the Claims Administrator within twenty-one (21) days of the date that the Court signs the Order preliminarily approving the settlement, or as otherwise ordered by the Court. *Id.* at ¶ 12. A follow-up mailing to any updated addresses shall be sent by First Class Mail. *Id.* at ¶ 13. Included in the Notice of Class Settlement will be the estimated amount that the Class Member will receive as his or her share of the settlement. *Id.* at ¶ 11.

6. The gross settlement find of \$425,000.00 includes a request for reasonable attorneys’ fees for the Class in a sum not to exceed \$100,000.00 (approximately 23.5% of the Total Settlement Amount), actual litigation expenses incurred by Class Counsel in a sum not to

1 exceed \$17,000.00,¹ a request for a service enhancement to the Class Representative in the sum
2 of \$10,000.00, payment to the State of California (Labor and Workforce Development Agency
3 (“LWDA”) for Penalties under PAGA in the sum of \$11,250.00, and payment to the Claims
4 Administrator in a sum not to exceed \$7,500.00., with a balance of approximately \$279,250.00 to
5 be distributed to class members, if the Court grants all of the Parties’ requests in full. TUHSD
6 shall pay the employer’s share of payroll taxes. *Id* at ¶ III,1 and 18.

7 7. Pursuant to the Settlement Agreement, the Claims Administrator will be employed
8 to administer (a) the sending of Notice of Class Settlement, (b) the receipt of objections to the
9 settlement from the Class Members, (c) the issuance and mailing of checks to Class Members
10 covering their pro-rata portion of the net settlement amount (net of withholdings as to that portion
11 designated as wages), (d) the withholding and payment of income and the employees’ share of
12 employment taxes; (e) payment to the named Plaintiff of the service enhancement, (f) payment to
13 Class Counsel of attorneys’ fees and costs, (f) payment to the LWDA for its share of PAGA
14 penalties; and (g) resolving any disputes by a Class Member regarding the number of weeks
15 worked during the class period.

16 8. Class Members who do not opt-out of the Settlement (“Claimants”) portion of the
17 Net Settlement Amount distributable to each Settlement Class Member based on the Parties
18 investigation and agreement of eighteen (18) hours per workweek worked during the Class Period
19 (“Hours Worked”). The hourly rate shall be calculated based on Defendant’s stipend amount for
20 each Class Member’s particular coaching position range set forth in the 2019/2022 TUHSD
21 Agreement between TUHSD and the Tamalpais Federation of Teachers (“Settlement Payment
22 Amounts”). Each Settlement Class Member’s Settlement Amount shall be the product of their
23 Hours Worked multiplied by the Per Hour Rate. For tax purposes, each Individual Payment
24 Amounts shall be allocated as 1/3 wages (for which a W-2 shall be issued), 1/3 interest, and 1/3
25 penalties (for which the appropriate IRS form shall be issued). The Net Settlement Amount refers

26 ¹ The Settlement Agreement provides that TUHSD will not oppose Class Counsel’s
27 request for attorneys’ fees of \$100,000.00, nor will it oppose Class Counsel’s request for
28 litigation costs incurred up to \$17,000.00. *See* Settlement Agreement at ¶ III.6 and 7.

to the Total Settlement Amount, less the Court-approved amounts for the Class Counsel Fee and Cost Awards, Class Representative Enhancement Award, Settlement Administration Costs, and Labor and Workforce Development Agency's share of the PAGA penalties. This Settlement resolves the Released Claims of Plaintiff Gruenert and the Class Members who do not opt-out of the Settlement.

9. Excluded from the Class are all persons who elect to opt-out as set forth in ¶ 24 of the Settlement Agreement. There is also a procedure by which Class Members can object to the settlement. (Settlement Agreement at ¶¶ 22, 23).

10. Upon the Final Approval Date, Plaintiff Gruenert and all Class Members, except those who have excluded themselves by a timely and valid submission of an Opt-Out request, will be deemed to have, by operation of the final approval order and judgment, released all Released Claims, as defined in ¶ I.n. of the Settlement Agreement.

11. Based on the above, Class Counsel believes that the settlement of \$425,000.00 is fair and reasonable. This is particularly true in light of the fact that TUHSD asserts that it has available legal and factual grounds for defending this action. The Settlement Agreement commits TUHSD to pay on a non-reversionary basis a gross settlement fund of \$425,000.00 for Class Members (less Class Representative Gruenert's enhancement award, Class Counsel's attorneys' fees, and costs, the PAGA penalty to the LWDA, and the cost of the Settlement Administrator) and also requires TUHSD to pay the employer's portion of taxes on the wage portion of the Class Members' settlement shares, toward compensating Class Members for their claims.

ENHANCEMENT TO THE CLASS REPRESENTATIVE

12. I believe that the class representative enhancement of \$10,000.00 to the Named Plaintiff is fair and reasonable. Moreover, Plaintiff Gruenert has spent substantial time with Class Counsel, provided information relevant to the case, reviewed documents, provided documents, provided declarations, participated in the two mediation sessions (one in person full-day session and one-half day Zoom session), and reviewed the Settlement Agreement. Her services to the Class will be outlined in more detail in the Motion for Final Approval. The named Plaintiff also

assumed a real risk in filing the lawsuit as future employers are not likely to hire her if they know she was named in a class-action lawsuit against a former employer. Furthermore, Plaintiff has agreed to release all of her other individual claims for relief against Defendant. Finally, TUHSD does not oppose the \$10,000 enhancement award for the named Plaintiff based on Court approval.

ATTORNEY’S FEES AND COSTS

Plaintiff’s counsel is requesting attorneys’ fees in the sum of approximately 23.5% of the settlement fund of \$425,000.00, for a total fee of \$100,000.00. Class Counsel believes the requested fee is reasonable based on the results obtained under a percentage of recovery method. In addition, Thierman Buck, LLP has litigated this case on a pure contingency fee basis and has paid litigation costs that could have been non-recoverable should Plaintiff not prevail. Therefore, in addition to the risk of working a case without receiving any fees for the hours invested, Class Counsel has actually incurred litigation costs in prosecuting this action, such as mediator’s fees, computerized research costs, filing fees, and photocopying. Accordingly, Class Counsel also requests that it be allowed up to \$17,000.00 in litigation costs to be recovered from the total settlement amount. TUHSD does not oppose Class Counsel’s request for attorneys’ fees in the sum of \$100,000.00 and incurred costs that do not exceed \$17,000.00. *See* Settlement Agreement at ¶ III.6 and 7.

24. Class Counsel believes that the settlement for each participating Class Member is fair, reasonable, and adequate, given the inherent risk of litigation and the costs of pursuing such litigation.

25. Plaintiff’s Counsel and Defendant’s counsel both recommend that the Court approves the Settlement. The Parties have sufficient familiarity with the facts of the case to make an informed recommendation about the fairness of the Settlement.

I hereby declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 1, 2023, at Reno, Nevada.

By: /s/ Leah L. Jones
Leah L. Jones

EXHIBIT 1

Settlement Agreement

EXHIBIT 1

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ATTORNEYS FOR DEFENDANT

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN**

URSULA GRUENERT, on behalf of
herself, all other similarly situated and
typical individuals, and the general public,

Plaintiff,

vs.

TAMALPAIS HIGH SCHOOL
DISTRICT; and DOES 1 through 50,
inclusive,

Defendant(s).

Case No.: CIV-2103521

**SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

Complaint Filed: September 23, 2021
First Amended Complaint Filed: February 9,
2022
Judge: Assigned for all purposes to Hon. James
T. Chou

1 This Settlement Agreement and Release of Claims (“Settlement Agreement” or
2 “Settlement”) is made and entered into by and between Plaintiff Ursula Gruenert (“Plaintiff”),
3 individually and on behalf of all others similarly situated, and Defendant Tamalpais Union High
4 School District (“Defendant” or “TUHSD”) (collectively referred to as “the Parties”).

5 I. DEFINITIONS

6 The following terms shall have the meanings ascribed to them below:

7 a. **“Action”** means the above-captioned Case No. CIV-2103521, filed by
8 Plaintiff against Defendant and pending in the Superior Court of the State of California, County
9 of Marin (the “Court”).

10 b. **“Class Counsel”** are Mark R. Thierman, Joshua D. Buck, and Leah L.
11 Jones of Thierman Buck, LLP, and Ryan F. Stephan and Catherine T. Michell of Stephan Zouras,
12 LLP, who are counsel of record for Plaintiff.

13 c. **“Class Period”** and the **“Release Period”** each refer to the period
14 beginning on September 23, 2019 and ending June 30, 2023.

15 d. **“Class”** and **“Class Members”** are all persons who were employed by
16 Defendant as sports coaches and who were paid on a per season basis excluding all classified and
17 certified employees and volunteers, *i.e.*, persons who did not receive a W-2.

18 e. **“Class Notice”** means the proposed Notice of Pendency of Class Action
19 Settlement and Final Hearing Date, Exhibit A hereto, in a form ultimately approved by the Court.

20 f. **“Class Representative”** means Plaintiff Ursula Gruenert.

21 g. **“Complaint”** is Plaintiff’s First Amended Complaint, filed February 9,
22 2022.

23 h. **“Court”** means the Superior Court of the State of California for the
24 County of Marin.

25 i. **“Effective Date”** of the Settlement Agreement shall be on the following
26 dates: (a) the date of the Court’s final approval of the Settlement Agreement and entry of
27 judgment thereon, if no objections by or on behalf of Class Members have been made or filed;
28 (b) the date on which the time for appeal has expired, if an objection has been made or filed and

no appeal has been filed; or (c) the final resolution of any appeal that has been made or filed, if any objection has been made or filed and an appeal is filed. The Parties acknowledge that any Class Member who fails to make or file a timely and valid objection lacks standing to appeal from any final approval order and judgment entered pursuant to the Settlement Agreement.

j. **“Final Order and Judgment”** means the Final Order Approving Class Action Settlement and Judgment, as more fully described in Paragraph 29 below, in substantially the form attached hereto as Exhibit C, and as approved by the Court.

k. **“Net Settlement Amount”** shall have the meaning as defined in Paragraph II.2, below.

l. **“Objection Deadline”** means a date that is thirty (30) calendar days following the initial mailing of the Class Notice by the Claims Administrator to Class Members.

m. **“Preliminary Approval Order”** means the Preliminary Order Approving the Settlement, as more fully described in Paragraph 31 below, in substantially the form attached hereto as Exhibit B, and as approved by the Court.

n. **“Released Claims”** include all claims arising or accruing during the Class Period that were pleaded in the Complaint, or that could have been pleaded in the Action based on the factual allegations contained in the Complaint. Accordingly, the Released Claims include, but are not limited to, all claims that Defendant: (i) violated California Labor Code §§ 218.5, 558, 1194, 1194.2, 1197, 1197.1 and corresponding provisions of the Industrial Welfare Commission Wage Order by failing to pay minimum wages to Plaintiff and the Class Members (including the alleged failure to pay for all hours worked and pay the proper minimum wage for all hours worked); and (ii) violated the Private Attorney General Act (“PAGA”), found at California Labor Code §§ 2698-2699.5, through each of the foregoing alleged violations of California law. In addition, and without limiting the foregoing, the Released Claims include all claims that could have been pleaded based on the factual allegations contained in the Complaint, including but not limited to: (a) Defendant engaged in unfair competition and business practices in violation of California Business & Professional Code §17200 *et seq.*, through each of the

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1 foregoing alleged violations of California law, and (b) allegations that Defendant Marin County
2 Office of Education is a proper Defendant in the Action.

3 o. **“Released Parties”** are: (1) Defendant Tamalpais Union High School
4 District (“TUHSD”); (2) TUHSD’s current and former employees, administrators, supervisors,
5 managers, officers, directors, Trustees, Board of Trustees, successors, predecessors, assigns,
6 agents, representatives, and attorneys or legal representatives; and (3) TUHSD’s current and
7 former schools, including but not limited to Tamalpais High School, Redwood High School, San
8 Andreas High School, Archie Williams High School, and Tamiscal High School, and their
9 current and former employees, administrators, supervisors, managers, officers, directors,
10 successors, predecessors, assigns, agents, representatives, and attorneys or legal representatives.

11 p. **“Service Award”** means, subject to approval by the Court, a maximum
12 payment of \$10,000.00 to the Class Representative (defined herein), from the Total Settlement
13 Amount (defined below), which is in addition to the Class Representative’s individual
14 “Settlement Award” (defined below) pursuant to this Settlement Agreement.

15 q. **“Settlement”** or **“Settlement Agreement”** means this Class Action
16 Settlement and Release between Plaintiff and Defendant.

17 r. **“Settlement Awards”** mean the Settlement amounts to be paid to Class
18 Members according to the specified formula as further described in Paragraph III.3, below.

19 s. **“Settlement Class”** or **“Settlement Class Members”** are all Class
20 Members who do not timely opt-out of the Class in the manner prescribed by the Class Notice.

21 t. **“Total Settlement Amount”** shall have the meaning as defined in
22 Paragraph II.1, below.

23 II. RECITALS

24 1. Plaintiff filed her original complaint on September 23, 2021, as a class and
25 representative action against Defendants Marin County Office of Education (“MCOE”) and
26 TUHSD asserting four causes of action on behalf of sports coaches for alleged wage violations.
27 After the Parties met and conferred Plaintiff filed the operative First Amended Complaint
28 (“FAC”) on February 9, 2022, which removed Plaintiff’s cause of action for inaccurate wage

1 statements. At that time the operative FAC alleged: (1) failure to pay minimum wages in
2 violation of the California Lab Code, (2) Private Attorney General Act Violations, and (3) Unfair
3 Business Practices against both Defendants. Defendants filed a joint demurrer on April 14, 2022,
4 which was fully briefed. The Court issued a tentative ruling on August 23, 2022. The Court
5 heard oral argument on August 24, 2022, ultimately adopting its tentative ruling in total,
6 sustaining Defendant MCOE's demurrer without leave to amend; thus, MCOE was dismissed
7 with prejudice. The Court also sustained TUHSD's demurrer without leave to amend on the
8 unfair business practice claim. However, the Court overruled TUHSD's demurrer on the
9 minimum wage and PAGA claims.

10 2. Plaintiff and Class Counsel contend that Defendant violated the California Labor
11 Code and that this case is appropriate for class action treatment. Class Counsel have conducted
12 a thorough investigation into the facts and law during the prosecution of this Action, including
13 the exchange of formal and informal discovery, review of pay data and other facts and
14 information provided by Defendant. The Parties have investigated the applicable law as applied
15 to the facts discovered regarding Plaintiff's claims, the potential defenses thereto, and Plaintiff's
16 asserted damages. Throughout this action, Defendant has denied, and continues to deny, each
17 and every cause of action, claim, and contention asserted against it, any basis for liability, and
18 any basis or grounds for class certification.

19 3. On April 5, 2023, the Parties participated in a half day, in-person mediation
20 session with Norman Brand, a respected mediator with broad experience resolving employment
21 actions, class actions, and school district cases. Although the case did not settle that day the
22 Parties were able to narrow the scope of their opposing issues and after an exchange of additional
23 data and legal positions, participated in a second, full day Zoom mediation session on May 12,
24 2023, when the basic terms of the Settlement were reached through extensive continued
25 mediation efforts by the Parties and Mr. Brand.

26 4. Based on their own independent investigation and evaluation, the Parties are of
27 the opinion (and will so represent to the Court in a motion for preliminary approval) that the
28 Settlement for the consideration and on the terms set forth in this Settlement Agreement is fair,

1 reasonable, and adequate and is in the best interests of Plaintiff and the Settlement Class in light of
2 all know facts and circumstances, including the risk of significant delay during further litigation,
3 the risk the Class will not be certified by the Court, and the defenses asserted by Defendant.

4 5. The Parties agree that the class described herein may be certified and that any
5 motion for preliminary approval seeking, *inter alia*, certification of the class is for purposes of
6 this Settlement Agreement only. If for any reason the Settlement is not approved, the for-
7 settlement purposes-only certification will have no force or effect. The Parties further agree that
8 certification for purposes of the settlement is in no way an admission that class certification is
9 proper under the more stringent standard applied for litigation and that evidence of this limited
10 stipulation for settlement purposes only will not be admissible for any purpose in this or any
11 other proceeding.

12 6. The Parties now enter into this settlement for preliminary and final Court approval
13 to fully, and finally settle, compromise, and discharge all Released Claims.

14 NOW THEREFORE, in consideration of the mutual covenants, promises and agreements
15 set forth herein, the Parties agree, subject to the Court's approval, as follows:

16 III. TERMS OF THE SETTLEMENT

17 1. **Total Settlement Amount:** The Parties agree to settle this Action for a non-
18 reversionary payment of exactly \$425,000.00 ("Total Settlement Amount"). The Total
19 Settlement Amount includes all payments to Settlement Class Members, attorneys' fees and
20 costs, a service award/general release payment to Plaintiff, actual costs of administration, all
21 payments associated with PAGA, all penalties and interest, and all taxes on the settlement
22 payments, *excluding only* the taxes normally borne by the employer with respect to the portion
23 of the Individual Payment Amounts treated as wages for tax purposes.

24 2. **Net Settlement Amount:** The Net Settlement Amount is equal to the Total
25 Settlement Amount, less the amounts approved and awarded by the Court for attorneys' fees and
26 litigation costs, the Service Award payment to the Plaintiff, the payment to the LWDA pursuant
27 to PAGA, and the costs of administering the settlement. Any amounts that would have been paid
28

1 to Class Members who timely exclude themselves from the settlement (“**Opt-Out**”) will be added
2 to the Net Settlement Amount.

3 3. **Calculation of the Settlement Amounts:** “**Settlement Amounts**” means the
4 portion of the Net Settlement Amount distributable to each Settlement Class Member based on
5 the Parties investigation and agreement of eighteen (18) hours per workweek worked during the
6 Class Period (“**Hours Worked**”). The hourly rate shall be calculated based on Defendant’s
7 stipend amount for each Class Member’s particular coaching position range set forth in the
8 2019/2022 TUHSD Agreement between TUHSD and the Tamalpais Federation of Teachers,
9 Schedule C attached hereto as Exhibit D (“**Per Rate Hour**”). Each Settlement Class Member’s
10 Settlement Amount shall be the product of their Hours Worked multiplied by the Per Hour Rate.
11 For tax purposes, each Individual Payment Amounts shall be allocated as 1/3 wages (for which
12 a W-2 shall be issued), 1/3 interest, and 1/3 penalties (for which the appropriate IRS form shall
13 be issued).

14 4. **PAGA Payment:** \$15,000 shall be allocated to the settlement of the PAGA claims
15 in the Complaint. Of this amount, 75%, or \$11,250 shall be paid to the LWDA, and 25%, or
16 \$3,750, shall be part of the Net Settlement Amount. The amount of the PAGA Payment is subject
17 to Court approval and/or modification. The Parties agree that, should the Court decrease or increase
18 the amount of the PAGA Payment, which shall not affect either the enforceability nor finality.

19 5. **Service Award/General Release Payment to Plaintiff:** The amount awarded to
20 Plaintiff as the Service Award, will be set by the Court in its discretion, not to exceed \$10,000.
21 Defendant agrees not to dispute or otherwise object to the Service Award payment requested,
22 provided it is consistent with this Settlement Agreement (1099 shall be issued and no
23 withholdings shall be made).

24 6. **Attorneys’ Fees:** An award to Class Counsel of attorneys’ fees will be in an
25 amount to be set by the Court, not to exceed \$100,000.00 of the Total Settlement Amount, which
26 represents approximately 23.5% of the Total Settlement Amount. Defendant agrees not to
27 dispute or otherwise object to the attorneys’ fee award requested by Class Counsel, provided it
28 is consistent with this Settlement Agreement.

1 7. **Attorneys' Costs and Expenses:** Class Counsel will be reimbursed from the
2 Total Settlement Amount in the amount of \$17,000.00 or an amount to be set by the Court for
3 actual litigation costs and expenses. Defendant agrees not to dispute or otherwise object to Class
4 Counsel's request for actual costs and expenses, provided it is consistent with this Settlement
5 Agreement.

6 8. **Settlement Administration Costs:** The fees and other charges of the Settlement
7 Administrator, expected to total no more than \$7,500.00, and will be paid from the Total
8 Settlement Amount. These fees shall include any costs associated with the required tax reporting
9 on all Individual Payment Amounts, and the issuing of all W-2 and 1099 forms. Subject to
10 approval of the Court, the Parties have agreed that ILYM Group, Inc. will serve as a neutral third-
11 party claims administrator ("Settlement Administrator") to perform all acts related to providing
12 notice to the Settlement Class. The Settlement Administrator shall be responsible for: (a) printing
13 and distributing the Class Notice to all Class Members; (b) administering the settlement; (c)
14 processing Opt-Out submissions; (d) resolving disputes; (e) distributing the Total Settlement
15 Amount; (f) tax reporting; (g) providing weekly status reports; and (h) other duties and
16 responsibilities set forth herein.

17 9. **Release**

18 **By Settlement Class Members.** Upon the Effective Date, and subject to Defendant's
19 payment of the Total Settlement Amount, all Settlement Class Members will have released all
20 Released Parties from all Released Claims. This Release specifically extends to claims that the
21 Settlement Class Members do not know or suspect to exist in their favor as of the Effective Date
22 based upon, arising out of, or related to, in whole or in part, any or all of the facts that were
23 alleged in the Complaint. Plaintiff, on behalf of herself individually and in her representative
24 capacity acknowledges that she may hereafter discover facts or law in addition to, or different
25 from, the facts or law that she now knows or believes to be true and agrees, nonetheless, that this
26 Settlement Agreement and the releases contained herein shall remain effective in all respects
27 notwithstanding such different or additional facts or law, and that it is her intention to release
28 fully, finally, and forever all Released Claims against all Released Parties.

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1 **By Plaintiff Ursula Gruenert.** Upon the Effective Date, and subject to Defendant's
2 payment of the Total Settlement Amount, Plaintiff Ursula Gruenert will have released all
3 Released Parties from all Released Claims. This Release specifically extends to claims that
4 Plaintiff Ursula Gruenert does not know or suspects to exist in her favor as of the Effective Date.
5 Plaintiff, on behalf of herself individually, acknowledges that she may hereafter discovery facts
6 or law in addition to, or different from, the facts or law that she now knows or believes to be true
7 and agrees, nonetheless, that this Settlement Agreement and the releases contained herein shall
8 remain effective in all respects notwithstanding such different or additional facts or law, and that
9 it is her intention to release fully, finally, and forever all Released Claims against all Released
10 Parties.

 With respect to any and all of the released by this Settlement Agreement, the
11 Settlement Class Members, and each of them, and Plaintiff Ursula Gruenert, shall be deemed to
12 have represented and warranted that they have each read and understand fully the provisions of
13 California Civil Code section 1542 ("Section 1542"), which states:

14 A general release does not extend to the claims that the creditor or releasing party
15 does not know or suspect to exist in his or her favor at the time of executing the
16 release and that, if known by him or her, would have materially affected his or her
17 settlement with the debtor or released party.

18 The Settlement Class Members, and each of them, and Plaintiff Ursula Gruenert, shall be deemed
19 to have, and by operation of the Final Order and Judgment shall have, waived application of
20 Section 1542 and acknowledged and accepted that the consequence of such waiver is that should
21 they eventually suffer additional damages arising out of any events occurring before the Effective
22 Date, they will not be permitted to make any claim for those damages.

23 **10. Waiver Of Appeal:** Any Settlement Class Member who does not timely make or
24 file an objection waives any and all rights to appeal from the Final Order and Judgment in this
25 case, including all rights to any post-judgment proceeding and appellate proceeding such as a
26 motion to vacate judgment, motion for new trial, and extraordinary writs. Both Parties also waive
27 their right to appeal any final approval order or judgment that is consistent with this Settlement
28 Agreement.

1 11. **Notice Procedure.** Form of Notice: The Settlement Administrator shall send the
2 Class Notice to each Class Member. The Class Notice shall contain clear instructions to Class
3 Members regarding how they may Opt-Out of the Settlement Agreement. The Class Notice will
4 also contain personalized information setting forth each Class Member's estimated Individual
5 Payment Amount.

6 12. **Mailing the Notice:** Within 21 days after entry of an order preliminarily
7 approving this Settlement Agreement, Defendant shall send the **Class Data** (full names, last
8 known mailing address, stipend amount specific to Class Member during the Class Period, and
9 SSN, for each Class Member) to the Settlement Administrator. Within 14 days thereafter, the
10 Settlement Administrator shall send the Class Notice to each Class Member.

11 13. **Undeliverable/Skip Trace.** The Settlement Administrator shall, as soon as
12 practicable, re-mail any Class Notice returned with a forwarding address. Settlement
13 Administrator shall promptly perform reasonable methods of skip tracing (*e.g.*, National Change
14 of Address and/or Experian searches), to find new addresses for any Class Notice returned
15 undeliverable without a forwarding address.

16 14. **Opt-Out Deadline.** A Class Member's Opt-Out must be postmarked within 30
17 calendar days of the mailing date of the Class Notice ("**Response Deadline**"). Any Opt-Out
18 postmarked after the Response Deadline is null and void. Failure to submit a timely Opt-Out in
19 the manner prescribed by the Class Notice means that the Class Member will be a Settlement
20 Class Member for all purposes. The Response Deadline shall not be extended, for any individual
21 or for any circumstance, absent mutual agreement by the Parties and Court approval. If a Class
22 Member's Opt-Out is incomplete, the Settlement Administrator will give the individual one
23 chance to cure any defects *before* the Response Deadline. An incomplete and uncured Opt-Out
24 will be null and void, just like an untimely Opt-Out.

25 15. **Class Member Disputes.** To the extent a Class Member disputes any of the
26 information listed on his or her Class Notice (for example, coaching position for stipend amount),
27 the Class Member may produce evidence to the Settlement Administrator showing such
28 information the Class Member contends should be reflected in the Class Notice. Defendant's

1 records are presumed to be correct in the absence of contrary documentation submitted by the
2 Class Member. However, the Settlement Administrator's decision on such disputed matters will
3 be final.

4 16. **Objections to Settlement.** In order to object to the Settlement Agreement (to
5 become an "**Objector**"), a Class Member must: (1) *not* Opt-Out; and (2) submit a written
6 objection to the Settlement Administrator, postmarked no later than the Response Deadline. The
7 Settlement Administrator shall immediately provide all materials provided by timely Objectors
8 to counsel for both Parties, and Class Counsel shall lodge any such timely submitted materials
9 with the Court for the Court's consideration. Class Members who do not submit timely written
10 objections may appear.

11 17. **Settlement Administrator Due Diligence.** Within ten (10) days of the Response
12 Deadline, the Settlement Administrator shall provide to the Parties a declaration of due diligence
13 describing in detail the mailing and response tracking process described above at the final
14 approval hearing to voice their objections only with leave of Court.

15 18. **Wire of TSA.** Defendant shall wire the Total Settlement Amount (in the amount
16 ultimately approved by the Court) to the Settlement Administrator no later than thirty (30)
17 calendar days after the Effective Date. Defendant will add any employer-side payroll taxes in
18 the amount wired to the Settlement Administrator. The Settlement Administrator shall disburse
19 the Total Settlement Amount to the Settlement Class Members, Class Counsel, the LWDA,
20 Plaintiff, and itself (for administration expenses) within ten (10) days of Defendant's
21 transmission of the Total Settlement Amount.

22 19. **Deadline to Cash Checks.** Settlement Class Members must cash their settlement
23 checks within 180 calendar days after the settlement checks are mailed by the Settlement
24 Administrator. The value of any checks uncashed more than 180 days after mailing shall be
25 transmitted to the State of California Controller consistent with California's Unclaimed Property
26 Law.

27 20. **Preliminary Approval.** Promptly after execution of this Settlement Agreement,
28 the Plaintiff shall draft and the Parties shall jointly move the Court for preliminary approval of

1 the settlement and entry of an order: (a) scheduling a hearing on the question of whether the
2 proposed settlement should be finally approved as fair, reasonable and adequate as to the Class
3 Members; (b) approving as to form and content the proposed Class Notice; (c) preliminarily
4 certifying the Class for purposes of settlement; and preliminarily approving all other terms of the
5 Settlement Agreement. Class Counsel shall submit this Settlement Agreement in support of
6 Plaintiff's motion for preliminary approval of the settlement and shall concurrently submit it to
7 the LWDA.

8 21. **Confidential Status.** This Settlement Agreement and any and all negotiations that
9 led up to the Settlement shall remain strictly confidential until the filing of Plaintiff's preliminary
10 approval motion.

11 22. **Final Approval.** Class Counsel will draft and timely submit a motion for final
12 approval of the Settlement together with a proposed final order consistent with this Settlement
13 Agreement, which requests that the Court: (a) approve the Settlement and hold that the terms of
14 the Settlement are fair, reasonable and adequate; (b) approve the issuance of the payments to the
15 Settlement Class Members, Class Counsel's application for an award of attorneys' fees and
16 reimbursement of litigation costs and expenses, the service award/general release payment to the
17 Plaintiff, the payment to the LWDA, and the costs of administering the settlement; (c) order that
18 all Released Claims by Settlement Class Members, against all Released Parties, are forever
19 barred by the Settlement; and (d) entering judgment in this Action in accordance with this
20 Settlement Agreement.

21 23. **Tax Issues And Qualified Settlement Fund.** This Settlement Agreement does
22 not constitute tax advice to any recipient of monies. The Parties understand and agree that the
23 Total Settlement Amount will qualify and be characterized as a Qualified Settlement Fund
24 ("QSF") under the provisions of the U.S. Treasury Regulations 1.468B-1 and 1.468B-5, and the
25 QSF will be taxed as a separate entity for purposes of all federal, state and local taxes, and further
26 agree to treat the QSF on a basis consistent therewith, that the QSF will be characterized as the
27 employer of all Settlement Class Members for purposes of determining all tax obligations
28 associated with any and all payments under this Settlement Agreement, and the QSF will bear

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1 full responsibility for all taxes associated with the QSF and Individual Payment Amounts under
2 this Settlement Agreement.

3 24. The Settlement Administrator shall be responsible for ensuring that all taxes
4 associated with the Settlement Agreement are timely paid to the appropriate authorities. The
5 Settlement Administrator's responsibilities include the following: (i) filing all federal, state and
6 local employment tax returns, income tax returns, and other tax returns associated with the taxes,
7 (ii) timely and proper filing of all required federal, state and local information returns (e.g., 1099s,
8 W- 2s, etc.) with the appropriate taxing authorities, and (iii) completion of any other steps
9 necessary for compliance with any tax obligations of the QSF under federal, state and/or local
10 law. In addition, the Settlement Administrator shall timely make such elections as necessary or
11 advisable to carry out the provisions of this paragraph. Such elections shall be made in
12 compliance with the procedures and requirements contained in the QSF regulations. It shall be
13 the responsibility of the Settlement Administrator to timely and properly prepare and deliver all
14 necessary documentation for signature as may be required, and thereafter to cause the appropriate
15 filing of such documentation to occur. To the extent that, for any period of time, the QSF is not
16 treated as a "qualified settlement fund" within the meaning of the U.S. Treasury Regulations
17 1.468B-1 and 1.468B-5, the Settlement Administrator shall promptly notify Class Counsel and
18 counsel for Defendant of that fact.

19 25. All taxes (including any interest or penalties) arising with respect to income
20 earned by the QSF, including any taxes or tax detriments that may be imposed upon or incurred
21 by Defendant with respect to any income earned by the QSF for any period during which the
22 QSF does not qualify as a "qualified settlement fund" for federal or state income tax purposes,
23 shall be paid from the QSF. All expenses and costs incurred in connection with the operation and
24 implementation of this section (including without limitation, expenses of attorneys and/or
25 accountants and mailing and distribution expenses related to filing (or failing to file) the tax
26 returns described herein) shall be paid from the QSF.

27 26. **Voiding the Agreement.** A failure of the Court to approve any material condition
28 of this Settlement Agreement which effects, as a matter of law, a fundamental change to the terms

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1 of the Settlement, or if the Settlement is reversed or materially modified on appellate review,
2 shall render the entire Settlement Agreement voidable and unenforceable as to all Parties herein
3 at the option of any Party.

4 27. **Parties' Authority.** The signatories hereto represent that they are fully authorized
5 to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions
6 hereof.

7 28. **No Admission of Liability.** This is a compromise settlement of disputed claims,
8 and the execution of this Settlement Agreement shall not be deemed, treated or construed as an
9 admission of liability or fault on the part of Defendant, but on the contrary, any such liability or
10 fault is expressly denied. The Parties agree that it is their mutual intention that neither this
11 Agreement nor any terms therein shall be admissible in any other future proceedings, except a
12 proceeding to enforce this Settlement Agreement.

13 29. **Mutual Full Cooperation.** The Parties shall cooperate to ensure that all
14 government entities and agencies receive timely notice of the Settlement pursuant to the Class
15 Actions Fairness Act (CAFA). The Parties agree to fully cooperate with each other to accomplish
16 the terms of this Settlement Agreement, including but not limited to, execution of such documents
17 and such other action as may reasonably be necessary to implement the terms of this Settlement
18 Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all
19 efforts contemplated by this Settlement Agreement and any other efforts that may become
20 necessary by order of the Court, or otherwise, to implement this Settlement Agreement and the
21 terms set forth herein.

22 30. **No Prior Assignments.** The Parties hereto represent, covenant, and warrant that
23 they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign,
24 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
25 cause of action or rights released and discharged by this Settlement Agreement.

26 31. **Construction.** The Parties hereto agree that the terms and conditions of this
27 Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the
28 Parties and that this Settlement Agreement shall not be construed in favor of or against any Party

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1 by reason of the extent to which any Party or her or its counsel participated in the drafting of this
2 Settlement Agreement.

3 **32. Captions and Interpretations.** Paragraph titles or captions contained herein are
4 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
5 describe the scope of this Settlement Agreement or any provision hereof. Each term of this
6 Settlement Agreement is contractual and not merely a recital.

7 **33. Modification.** This Settlement Agreement may not be changed, altered, or
8 modified, except in writing and signed by the Parties hereto, and approved by the Court. This
9 Settlement Agreement may not be discharged except by performance in accordance with its terms
10 or by a writing signed by each of the Parties hereto on their attorneys.

11 **34. Integration Clause.** This Settlement Agreement contains the entire agreement
12 between the Parties relating to the settlement and transactions contemplated hereby, and all prior
13 or contemporaneous agreements, understandings, representations, and statements, whether oral
14 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
15 hereunder may be waived except in writing. *[Signatures on following page]*.

16 **35. Binding On Assigns.** This Settlement Agreement shall be binding upon and inure
17 to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
18 successors and assigns.

19 **36. Signatures of All Class Members Unnecessary to be Binding.** It is agreed that,
20 because the Class Members are numerous, it is impossible or impractical to have each Settlement
21 Class Member execute this Settlement Agreement. The Class Notice will advise all Class
22 Members of the binding nature of the release provided herein and such shall have the same force
23 and effect as if this Settlement Agreement were executed by each Settlement Class Member.

24 **37. Counterparts.** This Settlement Agreement may be executed in counterparts, and
25 when each Party has signed and delivered at least one such counterpart, each counterpart shall be
26 deemed an original, and when taken together with other signed counterparts, shall constitute one
27 fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties.
28

1 38. **Enforcement.** In accordance with California Code of Civil Procedure section
2 664.6, the Parties consent and agree that the Superior Court of California, County of Marin will
3 have continuing jurisdiction for the purpose of implementing the Settlement and all related
4 matters, including this Settlement Agreement, until all matters are finally resolved.

5 39. **Law Governing.** The validity, construction, interpretation and administration of
6 this Settlement Agreement shall be governed by the substantive laws of the State of California.

7 40. **Non-Disclosure/Non-Publication.** Excluding all necessary filings in support of
8 preliminary and final approval, Plaintiff, Class Counsel and Defendant each agree not to disclose
9 or publicize the Settlement Agreement contemplated herein, the fact of the Settlement
10 Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in
11 any manner or form, directly or indirectly, to any person or entity, except to Settlement Class
12 members and as shall be contractually required to effectuate the terms of the Settlement
13 Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to
14 prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the
15 Parties in this Action, the venue/case number of this Action, and a general description of the
16 Action, to a court in a declaration by Class Counsel. Class Counsel may also include a general
17 description of the Settlement on their website, limited to the names of the parties, the Case
18 Number, and the Court, but shall not include the terms of the Settlement as set forth herein.

19 Dated: 11 / 29 / 2023, 2023



Ursula Gruenert, Plaintiff

21
22 Dated: _____, 2023

Tara Taupier, Superintendent
TAMALPIAS UNION HIGH SCHOOL
DISTRICT

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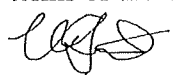
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5 39. **Law Governing.** The validity, construction, interpretation and administration of
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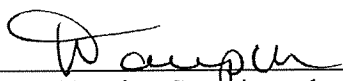
7 40. **Non-Disclosure/Non-Publication.** Excluding all necessary filings in support of
8 preliminary and final approval, Plaintiff, Class Counsel and Defendant each agree not to disclose
9 or publicize the Settlement Agreement contemplated herein, the fact of the Settlement
10 Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in
11 any manner or form, directly or indirectly, to any person or entity, except to Settlement Class
12 members and as shall be contractually required to effectuate the terms of the Settlement
13 Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to
14 prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the
15 Parties in this Action, the venue/case number of this Action, and a general description of the
16 Action, to a court in a declaration by Class Counsel. Class Counsel may also include a general
17 description of the Settlement on their website, limited to the names of the parties, the Case
18 Number, and the Court, but shall not include the terms of the Settlement as set forth herein.

19 Dated: 11 / 29 / 2023, 2023



Ursula Gruenert, Plaintiff

21
22 Dated: 12 / 1 / 2023, 2023



Tara Taupier, Superintendent
TAMALPIAS UNION HIGH SCHOOL
DISTRICT

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AGREED TO AS TO FORM

Dated: 11 / 29 / 2023, 2023



Leah L. Jones, THIERMAN BUCK, LLP
Attorneys for Plaintiffs

Dated: 12 / 11, 2023



Kellie M. Murphy, JOHNSON, SCHACHTER &
LEWIS, a P.L.C.
Attorneys for Defendant

EXHIBIT A

Proposed Notice

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

***(Gruenert v. Tamalpais Union High School District, Superior Court of the State of California
for the County of Marin, Case No. CIV-2103521)***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT.**

PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$«Est.SettAmt». See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release your California and PAGA claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement and not release your California and PAGA claims, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Settlement Administrator about why you do not like the settlement. Directions are provided below.

I. WHY DID I GET THIS NOTICE?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court of the State of California, County of Marin (the “Court”) has been reached between Plaintiff Ursula Gruenert (“Plaintiff”) and Defendant Tamalpais Union High School District (“Defendant”). The Court has granted preliminary approval of this Settlement. **You may be entitled to receive some money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All persons who were employed by Defendant as sports coaches and who were paid on a per season basis excluding all classified and certified employees and volunteers, *i.e.*, persons who did not receive a W-2.

The “Class Period” is the period of time running from September 23, 2019, and ending June 30, 2023.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

On September 23, 2021, Plaintiff filed a Complaint against Defendant Marin County Office of Education (“MCOE”) and Defendant Tamalpais Union High School District (“TUHSD”) in Superior Court of the State of California for the County of Marin, Case No. CIV-2103521. This Complaint alleged claims for: (1) Failure to Pay Minimum Wages in Violation of the California Labor Code; (2) Failure to Provide Accurate Wage Statements in Violation of the California Labor Code; (3) Violating Private Attorney Generals Act (“PAGA”); and (4) Unfair Business Practices. On February 9, 2022, Plaintiff filed a First Amended Complaint, dropping the wage statement claim and alleging: (1) Failure to Pay Minimum Wages in Violation of the California Labor Code; (2) Violating Private Attorney Generals Act; and (3) Unfair Business Practices. On April 14, 2022, Defendants filed a demurrer denying Plaintiff’s allegations and asserting MCOE was not a proper Defendant. On August 24, 2022, the Court dismissed all claims against MCOE with prejudice, dismissed the Unfair Business Practice claim against TUHSD with prejudice but allowed Plaintiff’s claims for Minimum Wages and PAGA claims to proceed.

The Parties participated in two mediation sessions, a half day on April 5, 2023, and an additional full day on May 12, 2023, with Mediator Norman Brand when a Settlement was reached. The Court granted preliminary approval of the Settlement on [date]. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and Mark R. Thierman, Joshua D. Buck, and Leah L. Jones, of Thierman Buck LLP and Ryan F. Stephan and Catherine T. Michell of Stephan Zouras, LLP to serve as Class Counsel.

Defendant denies that it did anything wrong and asserts that it has fully complied with all employment and labor laws. Defendant has entered into the Settlement solely for the purpose of resolving the Action.

III. WHAT DOES THE SETTLEMENT PROVIDE?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available by contacting class counsel at info@thiermanbuck.com or (775) 284-1500, or by accessing the Court docket in this case, for a fee, through the Marin County Superior Court at <http://marin.courts.gov> or by visiting the office of the Clerk of the Court for Marin County Superior Court, 3501 Civic Center, Vera Schultz Drive, San Rafael, California 94902, between 8:00 a.m. and 12:00 p.m. and 1:00 p.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

Total Settlement Amount. Defendant has agreed to pay an “all in” amount of Four Hundred and Twenty-five Thousand Dollars (\$425,000.00) (the “Total Settlement Amount”) to fund the settlement. The Total Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, the expenses of the Settlement Administrator, the State of California’s Labor and Workforce Development Agency (LWDA) Payment, and the Class Representative Service Payment to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Total Settlement Amount by depositing the money with the Settlement Administrator.

Amounts to be Paid From the Total Settlement Amount. The Settlement provides for certain payments to be made from the Total Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Total Settlement Amount before settlement payments are made to Class Members, as follows:

Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$7,500.00, for expenses, including expenses of sending this Class Notice, processing opt outs, and distributing settlement payments.

Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than \$100,000.00 (approximately 1/4 of the Total Settlement Amount), and Class Counsel Costs and Expenses Payment for all expenses incurred in litigating this action, both subject to Court approval. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

Class Representative Service Payment. Class Representative Service Payment of up to \$10,000.00 to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.

LWDA Payment. A payment of \$15,000.00 relating to Plaintiffs' claim under the Private Attorney General's Act ("PAGA"), \$11,250.00 of which will be paid to the LWDA and the remaining \$3,750.00 will be distributed to Participating Class Members as part of the Net Settlement Amount.

Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Costs and Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Total Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be a pro rata distribution to class members who do **not** request exclusion ("Participating Class Members"). The Settlement Share for each Participating Class Member will be calculated by multiplying (18) hours per workweek worked during the Class Period, "**Hours Worked.**" The hourly rate shall be calculated based on Defendant's stipend amount for each Class Member's particular coaching position range set forth in the 2019/2022 TUHSD Agreement between TUHSD and the Tamalpais Federation of Teachers, Schedule C, "**Per Rate Hour.**" Each Settlement Class Member's Individual Payment Amount shall be the pro rata share of the product of their Hours Worked multiplied by the Per Hour Rate.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

IV. WHAT AM I GIVING UP IN EXCHANGE FOR THE SETTLEMENT PAYMENT?

Released Class Claims. In exchange for the settlement payment being provided, each member of the Class who does not submit a request for exclusion (discussed in Section VII below) will release and discharge Defendant and the Release Parties for all claims arising or accruing during the Class Period that were pleaded in the Complaint or that could have been pleaded in the Action, based on the factual allegations contained in the Complaint.

Accordingly, the Released Claims include all claims that Defendant: (i) violated California Labor Code §§ 218.5, 558, 1194, 1194.2, 1197, 1197.1 and corresponding provisions of the Industrial Welfare Commission Wage Order by failing to pay minimum wages to Plaintiff and the Class Members (including the alleged failure to pay for all hours worked and pay the proper minimum wage for all hours worked); and (ii) violated the Private Attorney General Act (“PAGA”), found at California Labor Code §§ 2698-2699.5, through each of the foregoing alleged violations of California law. The Released Claims include all claims that could have been pleaded based on the factual allegations contained in the Complaint, such as: (a) Defendant engaged in unfair competition and business practices in violation of California Business & Professional Code §17200 *et seq.*, through each of the foregoing alleged violations of California law, and (b) allegations that Defendant Marin County Office of Education is a proper Defendant in the Action.

By participating in the Action and accepting the settlement payment, you will **not** be able to make a claim or file a lawsuit for any of the claims above.

California Civil Code Section 1542 Waiver. CCC § 1542 states: A general release does not extend to the claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. In exchange for the settlement payment being provided, in addition to the above Released Claims, each member of the Class who does not submit a request for exclusion (discussed in Section VII below) waives § 1542 and acknowledges and accepts that the consequence of such waiver is that should they eventually suffer additional damages arising out of any events occurring before the Effective Date, they will not be permitted to make any claim for those damages.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

V. HOW MUCH WILL MY PAYMENT BE?

Defendant’s records reflect that your coaching position was «XX» during the Class Period. The stipend amount for a «XX» is «XX».

Based on this information, your estimated Settlement Share is \$«Est.SettAmt».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than <date 30 days after mailing of class notice>.

VI. HOW CAN I GET A PAYMENT?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc., (###) ###-####.

The Court will hold a hearing on <date> to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

VII. WHAT IF I DON'T WANT TO BE A PART OF THE SETTLEMENT?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms.**

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than <30 days after mailing of class notice>. The address for the Settlement Administrator is Gruenert v. Tamalpais Union High School District, c/o ILYM Group, Inc, <mailing address>. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case *Gruenert v. Tamalpais Union High School District*, Case No. CIV-2103521." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

VIII. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT?

Any Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections must be made in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All objections or other correspondence must also state the name and number of the case, which is *Gruenert v. Tamalpais Union High School District*, Case No. CIV-2103521.

To object to the Settlement, you must not opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Gruenert v. Tamalpais Union High School District*, Case No. CIV-2103521), (b) be submitted to the Claims Administrator, and (c) be filed or postmarked on or before <30 days following mailing of the Class Notice>.

IX. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at <time> a.m. on <date>, in Courtroom <X> before Judge James T. Chou at the Marin County Courthouse, located at 3501 Civic Center, Vera Schultz Drive, San Rafael, CA 94903. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

X. HOW DO I GET MORE INFORMATION ABOUT THE SETTLEMENT?

You may call the Settlement Administrator at <phone> or write to *Gruenert v. Tamalpais Union High School District* Settlement Administrator, c/o ILYM Group, Inc., <address>; or contact Class Counsel at (775) 284-1500.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to Class Counsel, or by visiting the office of the Clerk of the Court for Marin County Superior Court, 3501 Civic Center, Vera Schultz Drive, San Rafael, California 94902, between 8:00 a.m. and 12:00 p.m. and 1:00 p.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall send the value of any checks uncashed more than 180 days after mailing shall be transmitted to the State of California Controller consistent with California's Unclaimed Property Law. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

Proposed Order Granting Preliminary Approval

EXHIBIT B

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ATTORNEYS FOR PLAINTIFFS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN**

URSULA GRUENERT, on behalf of herself,
all other similarly situated and typical
individuals, and the general public,

Plaintiff,

vs.

TAMALPAIS HIGH SCHOOL DISTRICT;
and DOES 1 through 50, inclusive,

Defendant(s).

Case No.: CIV-2103521

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The Application for Preliminary Approval of a Class Action Settlement came before this
Court, the Honorable James T. Chou presiding, on _____. This Court, having

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1 considered the papers submitted in support of the application of the parties, HEREBY ORDERS
2 THE FOLLOWING:

3 1. This Court grants preliminary approval of the Settlement and the Settlement Class
4 based upon the terms set forth in the Settlement Agreement and Release of Claims between
5 Plaintiff and Defendant (“Settlement Agreement” or “Settlement”) filed herewith. The
6 Settlement appears to be fair, adequate, and reasonable to the Class. The Joint Motion for
7 Preliminary Approval is GRANTED.

8 2. The Settlement falls within the range of reasonableness and appears to be
9 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
10 and final approval by this Court.

11 3. A final fairness hearing on the question of whether the proposed Settlement,
12 attorneys’ fees to Class Counsel, and the Class Representative Enhancement Award should be
13 finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled in
14 accordance with the Implementation Schedule set forth below.

15 4. This Court approves, as to form and content, the Notice of Pendency of Class
16 Action, Proposed Class Action Settlement, and Hearing Date for Court Approval (“Notice of
17 Pendency of Class Action”), in substantially the form attached to the Stipulation of Settlement as
18 Exhibit A. This Court approves the procedure for Class Members to participate in, to opt out of,
19 and to object to the Settlement as set forth in the Notice of Pendency of Class Action.

20 5. The Court directs the mailing of the Notice of Pendency of Class Action and
21 Proposed Settlement by first class mail to the Class Members in accordance with the
22 Implementation Schedule set forth below. This Court finds the dates selected for the mailing and
23 distribution of the Notice and the Claim Form, as set forth in the Implementation Schedule, meet
24 the requirements of due process and provide the best notice practicable under the circumstances
25 and shall constitute due and sufficient notice to all persons entitled thereto.

26 6. It is ordered that the Settlement Class is preliminarily certified for settlement
27 purposes only.
28

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7. This Court confirms Plaintiff Ursula Gruenert as Class Representative, and Mark Thierman, Esq., Joshua Buck, Esq., and Leah Jones, Esq., of Thierman Buck, LLP, and Ryan F. Stephan and Catherine T. Michell of Stephan Zouras, LLP as Class Counsel.

8. This Court confirms ILYM Group, Inc., as the Claims Administrator.

9. This Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Claims Administrator	_____, within 14 calendar days after entry of the preliminary approval order.
b.	Deadline for Claims Administrator to Mail the Notice and the Claim Form to Class Members	_____, within 21 calendar days after entry of the preliminary approval order.
c.	Deadline for Class Members to Postmark Claim Forms	_____, no later than 30 calendar days of the mailing date of the Class Notice.
d.	Deadline for Class Members to Postmark Requests to Opt-Out	_____, no later than 30 calendar days of the mailing date of the Class Notice.
e.	Deadline for Receipt by Court and Counsel of any Objections to Settlement	_____, no later than 30 calendar days of the mailing date of the Class Notice.
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Attorneys' Fees, Costs, and Enhancement Award	_____, within 14 calendar days after the deadline to Opt-Out of object.
g.	Deadline for Class Counsel to File Declaration from Claims Administrator of Due Diligence and Proof of Mailing	_____, within 14 calendar days after the deadline to Opt-Out of object.
h.	Final Fairness Hearing and Final Approval	TBD
i.	Deadline for Defendant to Fund Settlement Account maintained by Claims Administrator	_____, within ten (10) calendar days after the Effective Date of the Settlement.
j.	Deadline for Claims Administrator to wire transfer the Attorneys' Fees and Costs to Class Counsel (if Settlement is Effective)	_____, within ten (10) calendar days after the deadline to Fund the Settlement.
k.	Deadline for Claims Administrator to mail the Settlement Awards to Class Members and the	_____, within ten (10) calendar days after the

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	Enhancement Awards to Class Representatives (if Settlement is Effective)	deadline to Fund the Settlement.
1. 1. 1. 1. 1.	Claims Administrator to File Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs (if Settlement is Effective)	_____, within one-hundred eighty (180) calendar days after the deadline to Fund the Settlement

IT IS SO ORDERED.

Dated: _____

Hon. James T. Chou, Superior Court Judge

EXHIBIT C

Proposed Final Approval Order

EXHIBIT C

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ATTORNEYS FOR PLAINTIFFS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN**

URSULA GRUENERT, on behalf of herself,
all other similarly situated and typical
individuals, and the general public,

Plaintiff,

vs.

TAMALPAIS HIGH SCHOOL DISTRICT;
and DOES 1 through 50, inclusive,

Defendant(s).

Case No.: CIV-2103521

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The above-referenced putative class action (“Action”) having come before the Court on _____, for a hearing and this Final Order Approving Class Action Settlement and Judgment (“Court’s Final Order and Judgment”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), filed and entered _____, and as set

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1 forth in the Settlement Agreement and Release between Plaintiff and Defendant (“Settlement
2 Agreement” or “Settlement”) in the Action, and due and adequate notice having been given to all
3 Class Members as required in the Preliminary Approval Order, and the Court having considered
4 all papers filed and proceedings had herein and otherwise being fully informed and good cause
5 appearing therefore, it is hereby ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

6 1. All terms used herein shall have the same meaning as defined in the Settlement
7 Agreement unless an alternate meaning is specifically given within this Order.

8 2. Consistent with the definitions provided in the Settlement Agreement, the term
9 “Class Member” means are all persons who were employed by Defendant as sports coaches and
10 who were paid on a per season basis excluding all classified and certified employees and
11 volunteers, *i.e.*, persons who did not receive a W-2 during the Class Period. The term “Class
12 Member” shall not include any person who submitted a timely and valid Request to Opt-Out
13 provided in the Settlement Agreement. For purposes of the Settlement and the Court’s Final
14 Order and Judgment, the term “Class Period” means the period beginning on September 23, 2019
15 and ending June 30, 2023. The term “Released Claims” collectively means those claims to be
16 released by the Settlement Class identified in Paragraph 1.n of the Settlement Agreement. The
17 term “Class Representative” shall mean Plaintiff Ursula Gruenert. The term “Class Counsel”
18 shall mean Mark R. Thierman, Joshua D. Buck, and Leah L. Jones of Thierman Buck, LLP, and
19 Ryan F. Stephan and Catherine T. Michell of Stephan Zouras, LLP, who are counsel for record
20 for Plaintiff.

21 3. This Court has jurisdiction over the subject matter of this Action and over all
22 Parties to this Action, including all Class Members.

23 4. Distribution of the Notice and the Claim Form directed to the Class Members as
24 set forth in the Settlement Agreement and the other matters set forth therein have been completed
25 in conformity with the Preliminary Approval Order, including individual notice to all Class
26 Members who could be identified through reasonable effort, and as otherwise set forth in the
27 Settlement Agreement. The Notice provided due and adequate notice of the proceedings and of
28 the matters set forth therein, including the proposed Settlement set forth in the Settlement

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1 Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirements
2 of due process. All Class Members and all Released Claims are covered by and included within
3 the Settlement and the Court’s Final Order and Judgment.

4 5. The Court hereby finds the Settlement was entered into in good faith. The Court
5 further finds that Plaintiff has satisfied the standards and applicable requirements for final
6 approval of this class action settlement.

7 6. The Court hereby approves the Settlement set forth in the Settlement Agreement
8 and finds the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties
9 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
10 reached as a result of comprehensive, serious and non-collusive, arm’s-length negotiations. The
11 Court further finds the Parties have conducted extensive investigation and research, and counsel
12 for the Parties are able to reasonably evaluate their respective positions. The Court also finds the
13 Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
14 that would be presented by the further prosecution of the Action. The Court has reviewed the
15 benefits that are being granted as part of the Settlement and recognizes the significant value to
16 the Class Members. The Court also finds the Class is properly certified as a class for settlement
17 purposes only. The Court also hereby finds there were [no] objections to the Settlement filed
18 prior to or raised by any person on the record at the Final Approval Hearing that change the
19 Court’s decision to approve the Settlement.

20 7. As of the date of the Court’s Final Order and Judgment, each and every Class
21 Member is and shall be deemed to have conclusively released the Released Claims as against the
22 Released Parties. In addition, as of the date of the Court’s Final Order and Judgment, each Class
23 Member who has not submitted a valid Request to Opt-Out is forever barred and enjoined from
24 instituting or accepting damages or obtaining relief against the Released Parties relating to the
25 Released Claims.

26 8. Neither the Settlement nor any of the terms set forth in the Stipulation of
27 Settlement is an admission by the Released Parties, nor is the Court’s Final Order and Judgment
28 Dismissing a finding of the validity of any claims in the Action or of any wrongdoing by the

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Released Parties. Neither the Court’s Final Order and Judgment, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed as, or may be used as, an admission by or against the Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by the Released Parties, and shall not be offered into evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of the Court’s Final Order and Judgment, the Settlement Agreement, the Released Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in any other proceeding, the Court’s Final Order and Judgment, the Settlement Agreement, and any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

9. The Court hereby enters judgment in the Action, as of the date of entry of the Court’s Final Order and Judgment, pursuant to the terms set forth in the Settlement Agreement. Without affecting the finality of the Court’s Final Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement, and all orders entered in connection therewith.

10. The Court hereby finds the settlement payments provided for under the Settlement to be fair and reasonable in light of all the circumstances. The Court, therefore, orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement.

11. The Court hereby names Mark R. Thierman, Joshua D. Buck, and Leah L. Jones of Thierman Buck, LLP, and Ryan F. Stephan and Catherine T. Michell of Stephan Zouras, LLP, who are counsel for record for Plaintiff Class Counsel.

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12. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the amount of \$100,000.00, and the attorney costs in the amount of \$17,0000, to be deducted and paid from the Total Settlement Amount, as final payment for and complete satisfaction of any and all attorneys’ fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The Court further orders that the award of attorneys’ fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Settlement Agreement, and transferred and/or made payable to Class Counsel in the Action.

13. The Court also hereby approves and orders an Enhancement Award to Class Representative Plaintiff Ursula Gruenert in the amount of \$10,000.00 to be paid from the Total Settlement Amount as set forth in the Stipulation of Settlement.

14. The Court also hereby approves and orders payment from the Class Settlement Amount for actual claims administration expenses incurred by the Claims Administrator, ILYM Group, Inc., to be paid from the Total Settlement Amount as set forth in the Settlement Agreement.

15. The Court also hereby finds and orders that the Settlement Agreement is and constitutes a fair, reasonable and adequate compromise of the Released Claims against the Released Parties.

16. Provided the Settlement becomes effective under the terms of the Settlement Agreement, the Court also hereby orders the deadline for mailing the Court-approved Settlement Awards, attorneys’ fees and costs, and Enhancement Award is as set forth in the Implementation Schedule within the Preliminary Approval Order.

IT IS SO ORDERED.

Dated: _____

Hon. James T. Chou, Superior Court Judge

EXHIBIT D

TUHSD Agreement

EXHIBIT D

AGREEMENT

BETWEEN

THE GOVERNING BOARD OF THE
TAMALPAIS UNION HIGH SCHOOL DISTRICT

AND THE

TAMALPAIS FEDERATION OF TEACHERS
- TFT -

TERM

July 1, 2019 - June 30, 2022

Printed January 2021

TAMALPAIS UNION HIGH SCHOOL DISTRICT

Larkspur, California

AGREEMENT

between

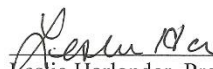
TAMALPAIS UNION HIGH SCHOOL DISTRICT

and

TAMALPAIS FEDERATION OF TEACHERS

This Agreement is entered into by and between the Governing Board of the Tamalpais Union High School District (District) and the Tamalpais Federation of Teachers (TFT) and shall replace the previous Agreement between the Governing Board of the Tamalpais Union High School District and Tamalpais Federation of Teachers, July 1, 2016 through June 30, 2019.

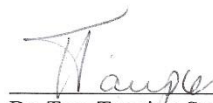
This Agreement constitutes the final agreement between these parties for the 2020-2021 school year. The term of this Agreement shall be July 1, 2019 through June 30, 2022.



Leslie Harlander, President
Board of Trustees

1/19/2021

Date



Dr. Tara Taupier, Superintendent
Tamalpais Union High School District

1/19/2021

Date



Ann Jaime, President
Tamalpais Federation of Teachers

1/19/21

Date

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9. Other

Procedure for PAR – may be obtained in the Office of Assistant Superintendent of Educational Services (415-945-1052)

Procedure for Alternative Evaluation – may be obtained in the office of Assistant Superintendent of Human Resources (415-945-1030)

Guide to Maternity Rights and Options – may be obtained in the office of Assistant Superintendent of Human Resources (415-945-1030)

Special Education Memorandum of Agreement – may be obtained in the Office of the Superintendent (415-945-1020) or the Office of the Assistant Superintendent of Human Resources (415-945-1030)

Modernization Move Memorandum of Agreement – may be obtained in the Office of the Superintendent (415-945-1020) or the Office of the Assistant Superintendent of Human Resources (415-945-1030)

ARTICLE I

Terms of Agreement

Section I Agreement

- A. The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Tamalpais Union High School District ("Board") and the Tamalpais Federation of Teachers - TFT ("Union"), an employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code - EERA.
- C. This Agreement supersedes any rules, regulations, policies or practices of the District which are or may in the future be contrary to or inconsistent with its terms.
- D. Individual contracts between the District and unit members shall be subject to, and consistent with, terms of this Agreement.

Section II Unit Definition

- A. Shall Include:

All regular school year certificated employees of the District except those designated as members of the Management Team. Substitute teachers, adult education teachers, and summer school teachers shall also be excluded from the unit.

Included in the unit are all regular classroom teachers, special education teachers (including Designated Instruction and Services Teachers - DIS), counselors, library media teachers, and all employees in these classifications on leave of absence from the District.

- B. Shall Exclude:

All management, supervisory, and confidential employees as described in the EERA.

Section III Union Rights

- A. The Union shall have the right to post notices of activities and matters of Union concern on Union bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members. The Union may use the District messenger service and unit member mailboxes for communications to unit members.
- B. Authorized representatives of the Union shall be permitted to transact official Union business on school property and utilize District facilities at all reasonable times provided that such activities or uses do not interfere with classroom instruction.
- C. The Union shall have the sole organizational right to represent unit members within the District pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

- D. By November 1 of each year, the District shall publish a directory which includes the names, work locations, non-confidential home addresses, and telephone numbers of all unit members. The Union and the District will share the cost of the materials.
- E. The District shall provide the Union with one copy of the complete Board of Trustees meeting agenda, except for materials that are for closed sessions.
- F. The Union President shall be provided with .4 FTE to conduct Union business other than negotiations. In the event the Union President is a full time teacher in the district, this .4 FTE will take the form of two release period from his or her teaching assignment which will be scheduled in conjunction with one conference period on a block day with every effort made to schedule in conjunction with both of his or her conference periods. In the event the Union President is a full time counselor in the district, this .2 FTE will take the form of an addition to his or her full time counseling assignment thereby avoiding any reduction in counseling services at any site or an increase in the agreed upon counselor/student ratio. The Union shall reimburse the District for 25% of the fully loaded cost to the District (salary and benefits). In addition, the Union President will be released for up to fifteen (15) hours for unforeseen emergencies that require his or her presence. The Union shall reimburse the District for 50% of the cost of the substitute at the daily substitute rate of pay.

The purpose of the additional release days is to permit the Union President to process grievances and to visit District schools to meet and confer with District unit members and administrators on a consistent, regular basis. The Union President is encouraged to establish a set schedule of release days and to advise District unit members and administrators of such schedule. The Union President is also encouraged to employ a dependable, consistent substitute for classroom coverage during those release days.

- G. The District shall inform the Union of the formation of school and District standing committees and councils and shall consult with the Union concerning the manner in which employee representatives shall be selected.
- H. Whenever Union representatives are scheduled by the District to participate during working hours in conferences, consultation, or meetings, or when pursuant to the EERA, Union representatives are meeting and negotiating, they shall be provided release time and shall suffer no loss of compensation.
- I. No later than November 1, the District shall furnish the Union with the placement of bargaining unit members on the Salary Schedule as of October 15.
- J. In the event of a proposed layoff of certificated bargaining unit members, the District agrees to notify the Union and present the Union with the material upon which the District has based its decision and which is being presented to the Board of Trustees. Upon notification of the proposed layoff, the Union may begin bargaining for effects of layoff.

Section IV Dues and Payroll Deductions

A. Current Process

- 1. The right of payroll deduction for payment of organization dues shall be accorded by the District exclusively to the Union and shall not be accorded any other organization whose members are part of the bargaining unit represented by the Union. Union members who currently have authorization cards on file for the above purposes need not be re-solicited. Union dues and fees, upon formal written request from the Union to the District, shall be increased or decreased without re-solicitation and authorization from the unit members.

2. Pursuant to authorization by the employee, the Board shall deduct 1/9th of the Union dues and fees from the regular salary check of the employee beginning with the paycheck for the month of October, and running consecutively thereafter. Deductions for employees who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.
3. With respect to all sums deducted by the Board pursuant to authorization of the employee for membership dues, the Board agrees to remit promptly such monies to the California Federation of Teachers 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.
4. Upon the request and authorization of any unit member covered by this Agreement, the Board shall deduct from the employee's monthly salary and shall remit payments to the designated recipient for annuities, credit unions, savings bonds, insurance programs, dues of the employee for membership in the Tamalpais Federation of Teachers, and such other deductions as the Union and the Board may jointly approve.

B. New Process

1. The parties agree to implement the terms of Chapter 893 (SB 1960) of the Statutes of 2000, it being understood that any subsequent amendment of the law applicable to payroll deductions for union dues or agency fees may require further negotiations.
2. With sixty (60) days prior written notice to the District, payment of union dues for Union members or a fair share service fee for non-Union members shall be required as a condition of employment with the District for all unit members.
3. The Union shall inform the District in writing of the amount of dues to be deducted for Union members and the agency fees to be deducted for non-Union members. Thereafter, the Union shall give the District at least sixty (60) days written notice of any change of the amount of dues or agency fee.
4. The amount of union dues or fair share agency fees shall be pro-rated and deducted in equal amounts beginning with the month of September and continuing through the June payroll of each school year. Except as set forth in paragraph 7 or 8, the District shall disburse all such funds to the Union.
5. Unless the non-Union member elects to pay the fair share service fee directly to the Union pursuant to Education Code Section 45061, the amount of the service fee shall be deducted from the monthly salary of the employee and paid to the Union.
6. If a unit member elects to join the Union, as a member he or she shall maintain membership for the duration of the collective bargaining agreement between the Union and the District.
7. In lieu of joining the Union or paying a fair share agency fee to the Union, unit members may elect to pay union dues to the Tamalpais Federation of Teachers. In the event of such an election, the District shall deduct the Union dues from the monthly salary of the employee and forward that amount to the Federation.
8. Any unit member who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in, or financially support the Union as a condition of employment; except that such employee may be required in lieu of a service fee, to pay sums equal to such service fee either to a non-religious, non-labor organization, charitable fund

exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen by such employee. The Union may require that proof of such payments be made on an annual basis to the public school employer as a condition of continued exemption from the requirement of financial support to the recognized employee organization. If such employee who holds conscientious objections pursuant to this section requests the Union to use the grievance procedure or arbitration procedure on the employee's behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.

Section V Non-Discrimination

The Board shall not discriminate against any unit member on the basis of race, color, creed, age, gender, sexual preference, national origin, political affiliation, marital status, disability, membership in an employee organization, or participation in the activities of an employee organization.

Section VI Application of Agreement

The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

Section VII Savings

- A. If any provisions of this Agreement or any application thereof 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.
- B. The parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

Section VIII Printing of Agreement

After ratification of the Agreement by both parties herein, the District shall have copies prepared and delivered to each unit member. Twenty (20) copies shall be sent to the President of the Union.

Section IX Term

- A. The Agreement shall remain in full force and effect up to and including June 30, 2019. Either party may notify the other, in writing, of a request for reopeners for each subsequent contract year, as follows:
 - 1. Salary and Benefits, and
 - 2. Three (3) other reopeners.Additional reopeners may be negotiated by mutual agreement.
- B. Should the District's general fund income decline by more than 3% in one year, the District and the Union agree to meet and confer and work collaboratively to resolve any problems which might arise.

Section X Management Rights

All District rights and functions, including its authority to direct, manage, and control the operation of the District, shall remain vested with the District except as specifically and expressly abridged by this Agreement.

Section XI Concerted Activities

- A. It is agreed and understood that there will be no strike, work stoppage, slow-down, withdrawal of services, or lockout during the term of this Agreement.
- B. In the event of a strike, work stoppage, slow-down, or other interference with the operation of the District by unit members who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those unit members to cease such action.
- C. It is agreed and understood that any unit member violating this Article may be subject to discipline by the District.

Section XII Negotiations Procedures

- A. Negotiations shall take place at mutually agreeable times and places.
- B. The Union shall designate not more than seven (7) representatives for negotiations. Representatives shall each receive release time without loss of compensation to attend negotiations and impasse proceedings, if the mutually agreed upon times are during regular work hours.
- C. The District shall, on request, provide the Union with available data as needed for the negotiations process.
- D. During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties. The tentatively agreed upon items shall be reduced to writing and initialed by both parties prior to the adjournment of the meeting at which the tentative agreement(s) are reached.
- E. Upon submission, the Union's initial proposals shall be presented at the next regularly scheduled Board meeting. The District shall present its initial proposals at the next regularly scheduled Board meeting after the Union's presentation.

Section XIII Consult Process

- A. Meetings to discuss school policy, problems, operations, and educational planning shall be held by Union and Management representatives at request of either party.
- B. The District shall not modify or eliminate the section of Administrative Regulation 4121 - *Temporary / Substitute Personnel* entitled "Long-Term Substitutes" without prior consultation with the Tamalpais Teachers.
- C. The Union and the District shall meet and consult on any matters relating to the educational planning and implementation as well as any other matters relating to conditions with the District. Topics agreed upon in the consult process shall be forwarded to the Board for action sooner than twenty (20) working days after such agreement has been reached. Subjects upon which mutual agreement has been reached in the consult process shall be recommended by the Superintendent to the Board of Trustees for action.
- D. Open forums, sponsored by the Union and the District, shall be held by mutual agreement of both parties.

Section XIV Local Option Process

- A. Any school (or schools), department, individual, or group of individuals within the bargaining unit may request a waiver from provisions of this contract. The District shall also have the right to propose local options. All local options shall be subject to the following conditions:

1. a. Proposals for waiver shall first be discussed with the Union and District in a consult session. Specific contract provisions to be waived shall be agreed upon and indicated on the ballot.
- b. Classified representatives shall participate in the consult session when a proposed local option would affect the work year, work week, work day, work load or working conditions of classified employees.
2. All waivers granted under the provisions of this Local Option Process shall remain in effect for the period designated in the local option, which shall not exceed three (3) years.
3. If the waiver will affect an entire school, it must be approved by a two-thirds (2/3) vote of the bargaining unit members at that school. If the waiver will affect only a portion of the school program, it must be approved by a majority vote of bargaining unit members at that school.

Unit members who do not vote shall be counted as having voted "no."
4. Voting shall be by secret ballot. Union and District representatives shall meet prior to the local option vote to review voting procedures to ensure that all eligible unit members receive ballots and have the opportunity to vote.
5. In addition to the approval in A.3. above, both the Union and the District must approve any waiver before it can become effective.
6. No member of the bargaining unit may use the grievance procedure of this Agreement to challenge the granting of such a waiver.
7. The Local Option Process shall be completed prior to April 30, unless a later date is mutually agreed upon.

Section XV Regional Occupation Program (ROP) Classes

No new Regional Occupation Program (ROP) classes shall be offered in the District without consultation with the Union.

ARTICLE II

Working Conditions

Section I Hours of Employment

A. **Work Year**

1. Beginning with the 2018-2019 school year, the work year will be reduced by three professional development days with no corresponding reduction in the salary schedule. Beginning with the 2018-2019 school year, the work year will consist of 185 working days for teachers and 193 working days for counselors.
2. Each school's schedule must, at a minimum, meet Board Policy and Education Code provisions pertaining to instructional minutes.
3. The District may request members of the bargaining unit to work in excess of the agreed upon work year. In that event, members of the bargaining unit shall be compensated at the individual's regular daily (per diem) salary for each day of additional work.
4. a) Effective 7/1/02, full-time counselors shall work 194 days and shall be compensated on Salary Schedule B. Three of these days shall be devoted to the timely review of cum folders for newly enrolled students. . **(See Appendix Z)**

b) Counselors who work less than full-time shall work additional days in proportion to their percentage of FTE, and shall be compensated on Salary Schedule B; any additional days worked shall be paid at their per diem rate.
5. The District shall not schedule any meetings on the three Teacher Work Days of the school year except by mutual agreement of the District, the Union, and two-thirds of local site bargaining unit members.
6. Unit members during their first three (3) years of employment with the District may be required to work up to three (3) additional work days per school year for orientation and professional development purposes and shall be given reasonable notice of the schedule of such additional days. These days shall normally be scheduled just prior to the start of the semester for which they are employed. Teachers shall be compensated for these days at the hourly rate. **(Salary Schedule D).**
7. Part-time unit members may be required to work on a non-instructional day, such as a Teacher Work Day, and shall be required to work on Staff Development Days for the full day. The part-time unit member shall be compensated on a full-time basis for those days.

B. **Calendar**

1. The work year calendar for any school year shall be the calendar agreed upon by the Union and the District.
2. A District committee shall be established to develop and negotiate a calendar for the following year. The committee shall meet no later than April 1 of each year and be composed of unit members selected by the Union and management representatives selected by the Superintendent and a representative of the classified bargaining unit serving in an advisory capacity.

C. **Standard Work Day**

Definition: The standard work day includes both scheduled teaching periods and assigned

conference periods.

1. Each full-time unit member shall be required to teach five periods per day.
 - a. Each full-time unit member shall be assigned two (2) conference periods per day.
 - b. Part-time unit members shall be assigned conference period time in proportion to the number of periods they teach.
 - c. Alternative teaching assignments shall be equivalent in time to the regular instructional day/week.
 - d. Should a school use the Local Option Clause to modify the standard work day, or should a unit member have an alternative teaching assignment, the weekly proportion of teaching time, including advisories and/or tutorials, to conference time shall be maintained over a ten (10) day period.
 - e. Class schedule assignments for full-time and part-time unit members shall be at the discretion of the principal upon consultation with department / program chairs.
2. Unit members will be available during conference periods. A unit member wishing to leave campus during a conference period must advise the principal or a designee of the destination and the estimated time of return.
3. No unit members shall be required to teach during their conference period except in cases of emergency. Emergency is defined as a condition that could not have been foreseen and where time would not allow hiring of a qualified substitute teacher. Unit members shall be compensated for such work at their per-diem hourly rate. **(Salary Schedule D)**
4. With the exception of the first and last period of the day, students shall have no unassigned periods during the school day. Each unit member, in proportion to their FTE, may be assigned one conference period (or the equivalent) per week for the supervision of unscheduled students according to a school site plan. Each school shall develop a site plan for the supervision of unscheduled students. The plan must be approved by two-thirds (2/3) of the unit members at the site.
5. The standard work day includes both scheduled teaching periods and assigned conference periods.
 - a. Full-time unit members shall be required to report to school fifteen (15) minutes before the beginning of the school day and shall remain at school at least fifteen (15) minutes following the school day.

Part-time unit members shall be required to report to school fifteen (15) minutes before the beginning of his/her first class or regular assignment or conference period and shall remain at school at least fifteen (15) minutes following the end of the regular assignment or conference period.

This also pertains to final exam days when the standard school day is shorter.
 - b. This time period shall constitute the unit member's regular work day except for; 1) conferences concerning students which cannot be scheduled during this time, and 2) school and district department and staff meetings.
 - c. For counselors, special education / DIS teachers, this time period shall constitute the regular workday except for: 1) conferences concerning students which cannot be

scheduled during this time, and (2) school and district department and staff meetings. For counselors, specific hours of work shall be mutually agreed upon between the employee and the principal.

- d. The standard work day for special education teachers will be five (5) assigned periods and two (2) preparation periods. One of the five (5) assigned periods may be designated for assessment duties. Case management duties may be planned throughout the work day, as well as before and/or after work day hours, as needed, to manage the assigned caseload.
 - e. The standard work day for Special Education teachers in the small site Counseling Enriched Classes (CEC) will consist of weekly averages of: a minimum of a 40 minute duty free lunch, 250 minutes per day instructional time, and 100 minutes per day for preparation and assessment duties. Case management duties may be planned throughout the work day as well as before and/or after work day hours, as needed, to manage the assigned caseload.
6. Each employee shall be provided a duty-free lunch period of not less than thirty-five (35) minutes.
 7. Unit members, full and part-time, shall attend one "Back to School" night and one "Open House" per year. A minimum school day shall be provided in each school for each of these days.
 8. Release periods may be provided to unit members as authorized by the Board of Trustees.
 9. When a unit member is assigned to two schools each day as part of his/her regular assignment, and these schools are more than three (3) miles apart, he/she shall receive a stipend of \$2,500.00 per semester.
 10. No unit members shall be assigned to work at more than two schools each day except on a voluntary basis.

D. Teacher Preparations at the Comprehensive Schools

1. This provision applies only to unit members who have an average student contact per period in excess of twenty (20) students.
2. For purposes of this section, a preparation is defined as a teaching period which requires separate planning, uses different materials, and contains content significantly different from the other teaching periods in a unit member's daily schedule. If two or more classes are offered in the same period of instruction, these same criteria will be applied to judge whether more than one preparation is required.
 - a. The District acknowledges that an assignment which includes more than three (3) preparations places a hardship on unit members.
 - b. Every effort will be made in the scheduling process to avoid giving unit members more than three (3) preparations.
3. If after all options are reviewed, a unit member is assigned more than three (3) preparations, every effort will be made within departments to rotate the burden of additional preparations.
4. Unit members who are assigned or who volunteer for four (4) preparations will be relieved of fifty (50) assignment points per semester of their supervision obligation.
5. Unit members who are assigned or who volunteer for five (5) preparations will be relieved of

fifty (50) assignment points per semester of their supervision obligation and be paid a \$500.00 stipend per semester.

6. In the event of disagreement over the application of the provisions of this section of the contract, the District and the Bargaining Unit will each choose two members to serve on an ad hoc committee to hear the concern and facilitate a resolution. If this committee cannot agree on a solution, the Superintendent shall decide.

E. Meeting Responsibilities

1. School Staff Meetings

- a. Full-time unit members shall attend all staff meetings. Staff meetings shall be scheduled outside the Standard Work Day.
- b. Staff meetings shall not exceed four (4) per month or one (1) per week, whichever is less, provided however, these numbers may be exceeded in emergencies. The principal shall develop the schedule of meetings in consultation with staff leaders. In addition, special education / DIS teachers shall attend monthly district-wide department meetings.
- c. Staff meetings may be general staff meetings, staff development meetings, or department or program meetings.
- d. The agenda for general staff meetings shall be posted three (3) days in advance of the meeting.
- e. Part-time unit members shall attend a partial amount of time at each staff meeting in proportion to their FTE, or shall attend a partial number of staff meetings in proportion to their FTE. For part-time unit members wanting to attend meetings above the required amount of time stipulated here, an **optional** provision is provided allowing them to attend additional staff meetings throughout the school year and receive per diem compensation for attendance. Part-time unit members shall submit their intentions of attending additional meetings to their direct supervisor at the beginning of each school year (**Appendix HH**)

2. District-Wide Department Meetings

- a. All unit members, full or part-time, shall attend the two (2) scheduled district-wide department meetings.
- b. A minimum school day shall be provided.

F. Student Activity Event Supervision

1. Activity Events

- a. Each unit member shall be assigned, in proportion to their FTE, on an equitable basis, to organize, supervise, and/or assist in up to three (3) student activity events per year. Activity events are scheduled outside the school day and are hereby defined as:
 1. Athletic Events
 2. Music and Drama Events
 3. Graduation Exercises
 4. Clubs and Class Advisors
 5. Counselor Evening Events
 6. Showcase Exhibition Events
 7. Any other student activity event mutually agreed upon by the District and the Union.

Principals, in consulting with site union representatives, may determine which of the above require activity event supervision.

- b. Activity events have a designated point equivalent using 25 points as the basis. Each unit member, full-time and part-time, shall be required to complete 75 points from the following weighted list of assignments. It is understood that not all schools will have all of these events. Weekends are from 6:00 pm on Friday through Sunday night.

1. Athletic Events - 25 points
2. Music and Drama Events - 25 points
3. Class Advisor - 100 points
4. Coaches (volunteer and paid) – 100 points
5. Club Advisors

The distribution of these points is to be mutually agreed upon by the District and the Union at each site. To qualify as an activity event, a club should have six (6) or more students enrolled and should meet not less than eight (8) times per semester.

6. CSF and Honor Society Advisor - 100 points
7. Literary Magazine Supervisor - 50-100 points
8. Counselor Evening Events - 25 points
9. Exhibition/Showcase Events – 25 points

2. Activities identified in Section I.F. may be added, deleted or modified upon mutual agreement by the District and the Union.

3. Unit members who are assigned or authorized in writing by the principal or Superintendent to work beyond the limit specified above in I.F. shall be compensated at the hourly rate. **(Salary Schedule D)**

4. Activity events for which the unit member is provided time during the regular school day to supervise or for which the unit member is compensated by the District shall not be included in the 100 point requirement.

5. Designated Supervisory Responsibilities

Certain supervision assignments for school dances and events, such as football and/or basketball games, which require front line supervision and/or crowd control of students and adults shall be compensated at the rate of \$100 per single assignment. The District will first seek volunteers from the bargaining unit for these assignments. If no volunteers are forthcoming, the District may hire outside of the bargaining unit.

6. A member of the bargaining unit from an alternative school may be required to perform an assignment called for in Section I.F. in this Article sponsored by a school different from that to which he/she is assigned for regular teaching duties if that assignment involves the supervision of students from his/her school.

7. In the event of disagreement over the application of Article II, Section I.F., the District and the Union will each choose two (2) members to serve on an ad hoc committee to hear the concern and facilitate a resolution. If this committee cannot agree on a solution, the Superintendent / designee and the President of the Union / designee shall decide. This process shall replace Article VIII, Grievance Procedure, for disagreements regarding Article II, Section I.F.

G. **Reserved Unit Work**

The District will only contract out after qualified current employees have been offered the opportunity to fill open teaching positions.

H. Reduced Teaching Assignment

1. Unit members with a minimum of ten (10) years permanent status in the District, excluding full-time, full-year leaves of absence, may elect to resign a portion of their service.
2. Unit members may not resign to less than 0.6 FTE without the consent of the District.
3. Unit members who exercise this option lose employment rights for that portion of their permanent status which was resigned.
4. Requests to resign a portion of a unit member's permanent service must be received by the District no later than January 10 to be considered for the following school year.

I. Resignation Notification

A letter of resignation shall be accepted immediately upon receipt by the District. If the resignation occurs after the start of the unit member's work year, the District shall determine the date of the resignation, subject to finding a suitable replacement. [ref. E.C. 44420]

Section II Class Size

A. The maximum department ratios of students to full-time teacher equivalents shall be:

English	135	Applied Technology	140
Social Studies	150	Foreign Languages	150
Mathematics	150	Business	150
Science	150	Physical Education	195
Fine Arts	150		

The District agrees to recognize the safety implications when populating Science Laboratory classes (recommended to be staffed at 28:1 or lower) and Physical Education classes (recommended to be staffed at no more than 39:1 – especially the swimming units). Maximums for performing arts in excess of 150 shall be determined by the principal and the unit member involved. Adjustments needed to meet these ratios shall be accomplished not later than fifteen (15) working days after the start of the Fall semester and not later than ten (10) days after the start of the Spring semester.

TFT and TUHSD agree to an MOU increasing department ratios from current contractual levels to an additional ten students per academic discipline. Class sizes will be capped at 34 with a maximum of 160 total student contacts, excluding P. E. (no change in maximum), Chemistry (no change in maximum). This MOU will be in effect for the following school years only: 2019-2020, 2020-2021, and 2021-2022.

The English Department ratio will be 145 to 1.0 FTE in 2019-2020, 155 to 1.0 FTE in 2020-21, and 160 to 1.0 FTE in 2021-22. **All departments will return to their contractual ratios as stated in the first paragraph of Section 11 A. above upon the expiration of this class size MOU.**

B. Special Education Caseloads

1. Resource Specialist (Education Code 56362.1)

No resource specialist shall have a caseload which exceeds twenty-eight (28) pupils. Under Marin County SELPA guidelines, the District may request a SELPA waiver to increase the resource specialist caseload to thirty-two (32).

2. Special Day Class

The special day class caseload at a school shall not exceed twenty-one (21) without consultation with the Director of Special Education/District designee and the school's Special Education Department Chair.

3. Counseling Enriched Classroom (CEC) at Comprehensive Sites

The CEC caseload at a comprehensive school shall not exceed sixteen (16) without consultation with the Director of Special Education/designee, the school's Special Education Department Chair, and a representative of TFT.

4. Counseling Enriched Classroom (CEC) at Alternative Sites

The CEC caseload at an alternative school shall not exceed fifteen (15) without consultation with the Director of Special Education/designee, the school's CEC teacher, and a representative of TFT.

5. Speech/Language (Education Code 56363.3)

The average caseload shall not exceed fifty-five (55) cases, unless the Marin County SELPA plan specifies a higher average caseload and the reasons for the greater average caseload.

- C. For any of the following programs authorized by the Board for any year of the term of this contract, the maximum ratios of students to full-time certificated employee equivalents shall be the following:

Continuation School	20:1
Counseling	325:1 (See Appendix X)
Student Support Programs	15:1 (school average, with no individual class to exceed 16:1)
Work Experience	Consistent with Legal Mandates
Library Media Teacher	One position each at Tamalpais, Sir Francis Drake, and Redwood High Schools. Schools with an enrollment of 2,000 or more shall have an additional Library Media Teacher. This Library Media Teacher agreement will be suspended for the duration of the class size MOU which expires June 2022.

- D. It shall be the responsibility of the faculties of each department to notify the principal through the department chairperson concerning the recommended maximum individual class size of each course taught in that department and within the ratios defined above.
- E. The District shall provide the Union with information showing department ratios of students. This information shall be submitted to the Union President within the first twenty (20) working days of the first semester and the first ten (10) working days of the second semester.

Section III Tamiscal High School

- A. Each full-time Independent Study student (four courses or more) shall be enrolled in Tamiscal High School and shall be assigned to an Independent Study teacher. Instruction shall be provided to students individually or, where needed, in groups.
- B.
 - 1. The maximum ratio of full-time Independent Study students to full-time equivalent (FTE) Tamiscal unit members shall be 26:1, or the equivalent. A MOU specific to Tamiscal High School, increasing the caseload of Independent Study teachers from 26 students per 1.0 FTE to 31 per 1.0 FTE, will be in effect for the following school years only: 2019-2020, 2020-2021, and 2021-2022. Caseload numbers will revert back to current rates once this MOU expires.
 - a. Teachers will teach/create assignments for no more than an average of four (4) academic courses during a one hour appointment with students.
 - b. Documentation shall be considered part of a unit member's teaching assignment.
 - c. Teachers will have five (5) hours of prep per week identified on their schedule.
 - d. Teachers will attend a once a week staff meeting.
 - e. Science labs shall not exceed twelve (12) students.
 - 2. Should the number of students assigned to a Tamiscal unit member be less than that allowed by the ratio for their FTE, the District may assign other teaching duties and assignments to that unit member.
 - 3. Tamiscal unit members shall receive the hourly rate (**Salary Schedule D**) for every student assigned above the unit member's FTE.
- C. The standard work day for Tamiscal unit members shall be the same as for all other District unit members. However, to meet the scheduling needs of students, specific hours of work shall be mutually agreed upon between the unit member and the Tamiscal Principal.
- D. Assignments to teach Tamiscal students who are not taught by Tamiscal teachers shall first be offered to full-time District unit members, then Reduced Workload Assignment (Willie Brown) or retired District teachers, and then full-time teachers not employed by the District.

Section IV Safety

A. **General Provisions**

- 1. Either the Union or the District may convene an ad hoc Safety Committee at any time to consult on matters affecting the safety of employees or students.
- 2. A unit member is required to report any unsafe or unhealthful working condition or equipment of which he/she is aware to the immediate supervisor who will evaluate such conditions in light of standards prescribed by law and accordingly develop a satisfactory solution to the problem.
- 3. Unit members shall not be required to perform duties of his/her position under conditions which pose an immediate or serious threat of serious bodily harm, provided the unit member has taken reasonable steps to correct the condition and has reported the condition to his/her immediate supervisor.

Should the administrative solution be considered unsatisfactory, the unit member may request the formation of an ad hoc Safety Committee to consider the matter.

4. Corrections to conditions representing an immediate hazard to the safety of the unit member shall take place as soon as possible by the District.
5. Each unit member has the responsibility for safety conditions within his/her classroom. If unsafe conditions cannot be rectified by the unit member, the unsafe conditions should be reported as soon as possible to the immediate supervisor.
6. Unit members shall immediately report cases of verbal or physical assault or threat to them in connection with their employment to their principal or other immediate supervisor who shall report the incident to the police and the Superintendent, as needed and appropriate.
7. Unit members shall not be required to use their personal automobiles for transportation of students on school related business or extra curricular activities.

B. Student-Related Provisions

1. All unit members shall be responsible for the welfare and safety of students both during and after school hours and both on and off campus. Whenever a unit member is present during a situation where the welfare and safety of a student is threatened, that member will intervene immediately and follow up when appropriate.
2. The Board of Trustees' policies regarding student discipline shall be available at each school office. Unit members shall be responsible for becoming familiar with and adhering to District and site policies and procedures regarding student discipline.
3. A unit member may suspend a student from his/her class for the remainder of that day and the following day for just cause. The suspension shall be reported to the principal or his/her designee and the student sent to the principal or his/her designee as soon as possible.
4. A student suspended from a class shall not be placed in another regular class during the period of suspension.
5. Unit members, acting within the scope of assigned duties and responsibilities, may exercise reasonable physical control necessary to defend themselves or insure the safety of students.
6. Child Abuse Reporting: The District shall inform unit members of child abuse reporting obligations by providing them with updated copies of the law and by providing in-service.

Section V Other Working Conditions

- A. Each unit member whose instructional duties require him/her to travel from one work site to another for the purpose of meeting students or who travels on the business of the school or District at the direction of the Board of Trustees or the Board's agents, or who attends conferences, workshops, meetings, and other similar activities at the direction of the Board or the Board's agents, shall be reimbursed for the use of his/her private vehicle at the maximum IRS mileage allowance.
- B. Examination for tuberculosis will be required every four (4) years, and the cost of such examination shall be paid by the District.
- C. Vacancies in summer and adult schools shall be posted, and properly qualified members of the bargaining unit shall receive preference in filling these positions.
- D. Parking shall be provided for all unit members.
- E. Provisions shall be made for employees' lounges and rest rooms at each school.

- F. Separate eating facilities shall be made available for unit member use in each of the three large schools, either in a cafeteria or employees' lounge.
- G. Unit members must provide the District their current living address, mailing address (if different) and home telephone number at the time of employment and inform the District of changes thereafter in a timely manner.
- H. Counselors shall be provided with up to ten (10) flex days in order to complete college recommendation letters and forms for their students. A flex day shall be equivalent to six (6) letters of recommendation.

Section VI Part-Time Unit Members

For the purpose of the Agreement, a part-time unit member is one who works less than 1.0 FTE for one semester or for a full school year. If any provision (excluding compensation, regular sick leave days, catastrophic illness / injury program, or health / welfare benefits) of this Section poses a hardship on a unit member working less than 0.6 FTE, that unit member may request an accommodation from his/her principal. The accommodation may not be unreasonably denied. **(Refer to Appendix C for other provisions particular to part-time employment)**

ARTICLE IIITransfer and ReassignmentsSection I Transfer**A. Definitions**

1. All unit members are employees of the District. A transfer is a move of a unit member from one District school to another. Transfer provisions do not apply to temporary teachers.
2. A voluntary transfer is a transfer which has been requested by a unit member. An involuntary transfer is a transfer which has not been requested by a unit member.
3. Transfers within the District shall be governed by a policy which actively and affirmatively ensures equality of opportunity to all persons.
4. An opening is defined as a position or portion of such a position in a school which is unfilled and is authorized to be filled.
5. Openings shall be filled in the following order:
 - a. Voluntary Transfer
 - b. Involuntary Transfer or hiring new employees
6. Unit members may not transfer more than once every two (2) years without the approval of the Superintendent/designee.
7. Unit members with less than a satisfactory evaluation in their most recent evaluation shall not be eligible for either a voluntary or involuntary transfer without the approval of the Superintendent/designee.
8. The transfer policy shall not apply to positions occurring as a result of a unit member being on leave.
9. All openings in any school shall be formally identified and advertised by posting a notice in each school in a conspicuous place. In addition, a copy shall be sent to the President of the Union and to all department chairs.
 - a. Notices shall include the District's criteria for filling the opening.

Criteria will include:

1. credentials required
2. a major or minor in the subject area (excluding exceptions allowed by law)
3. current satisfactory performance

Criteria may include:

1. experience in defined instructional methods
 2. subject area experience or retraining within the past five (5) years
 3. unique school or program requirements
- b. Criteria will be designed and applied fairly and equitably to all candidates so as not to favor the application of one unit member over another. Criteria established for transfer opportunities shall not be changed when applied to open hiring.

- c. Unit members requesting a transfer shall submit a signed copy of an "Application for Voluntary Transfer" to the Human Resources Office by March 1. **(See Appendix D)**
- d. Notices shall be posted for seven (7) working days. Unit members must notify the Human Resources Office of their interest during this seven (7) day period. A waiver of the seven (7) day posting period may be granted by mutual consent of the District and the Union if all unit members who have filed a transfer application have been contacted and have declined the transfer opportunity.
- e. If an opening occurs between the last day of school and August 1, a notice shall be mailed or emailed to the Union and to all unit members who have filed an Application for Voluntary Transfer in the Human Resources Office. **(See Appendix D)** When a position becomes vacant after August 1, expedited means shall be used to notify transfer applicants of the opening. Those transfer applicants holding the appropriate credential shall be notified by telephone and given the opportunity to transfer. If all attempts to reach a unit member are unsuccessful after two (2) days, the hiring process will continue.
- f. If an opening occurs during the school year, the timing of the transfer of a Permanent teacher eligible for transfer will be determined on a case by case basis by the Principal of the current site, the receiving Principal, a representative of the TFT, and the Assistant Superintendent of Human Resources, with the goal being to minimize the negative impact of said transfer on a department, school site and the district.

B. Voluntary Transfer

- 1. Voluntary transferees shall meet the District criteria for the opening. Transferees must be qualified by a valid California teaching credential, or be able to become qualified through a District-sponsored retraining program. These qualifications must be met by the effective date of application. Voluntary transfer provisions do not apply to probationary teachers. Second year probationary teachers with satisfactory evaluations and recommended for permanent status shall have full transfer rights as of March 15.
- 2. Unit members who wish to make application for voluntary transfer shall submit their requests in writing to the Superintendent or his/her designee.
- 3. The receiving school principal or designee shall make the selection based on the criteria in Section I. A.9.a. above in consultation with the appropriate receiving school department chairperson and one unit member appointed by the Bargaining Unit.
- 4. In the event that more than one person qualified for and makes application for voluntary transfer to a particular opening, the person selected shall be the unit member who best meets the criteria in Section I.A.9.a. above.
- 5. All applicants shall be informed, in writing, when and if the position has been filled. Upon request, any unit member who has applied but has not been granted a transfer will be given a written explanation.

C. Involuntary Transfer

- 1. Openings shall be filled by an involuntary transferee only when there are no qualified voluntary reassignment applicants or voluntary transfer applicants.
- 2. Involuntary transfer shall be made in accord with the following provisions:

The District is at or over district-wide staffing allowances and then only under either of the

following conditions:

- a. One or more of the schools is over its allowance and one or more is under its allowance, OR
 - b. There is a need to meet the class size requirements in Article II, Section II, of this Agreement.
3. Every involuntary transferee must:
 - a. Possess a major or minor in the subject area to be assumed as evidenced on the transferee's credential or official college transcript verified on or before the first day of such transfer, and
 - b. Have past experience in the subject area of the opening.
4. In the event more than one employee meets the above criteria, transfer shall be made in reverse order of District-wide seniority unless appeal is made to the Transfer Review Board. An involuntary transfer shall be waived:
 - a. When such a transfer will create a need for a transfer in the transferee's subject area at the sending school or location.
 - b. When such a transfer will cause a physical hardship as verified through a physical examination or a consultation given by a physician selected by and services paid for by the District in consultation with the Union.
5. Unit members to be involuntarily transferred shall have the following:
 - a. The right to indicate preferences from a list of vacancies.
 - b. The right to be notified in writing of the reasons for the impending transfer.
 - c. The right to be provided retraining pursuant to Section III of this Article.
 - d. The right to ten (10) hours overtime at the hourly rate (**Salary Schedule D**) for preparation and moving when the involuntary transfer is made for the second semester.
 - e. Consideration for the next opening within the subject area from which he/she was transferred.
 - f. A unit member who has been involuntarily transferred shall be exempt from another involuntary transfer for two (2) years following the effective date of the transfer.
 - g. An involuntary transfer in midyear shall not result in the loss of an extra-service contract for that year if the person can fulfill the obligations of that contract.
6. A unit member who has been transferred and objects to the transfer shall be granted, upon request, a meeting of the employee, Superintendent, or his/her designee, and a Union representative to consider the objection.
7. Transfers will not occur after a semester has started except by mutual agreement between the District and the Union.
8. In the event that a part-time unit member with permanent status is transferred for the second semester, the unit member's new assignment shall be at least at the same level of part-time employment. Every effort shall be made to assign the part-time unit member to the same daily schedule as was assigned prior to the involuntary transfer.

9. After a unit member is involuntarily transferred, he/she shall be given highest priority for appropriate staff development funds of the receiving school to provide for retraining when necessary.

D. Overages

1. If a person is at a school which does not have a position which the person might occupy, nor is there an opening elsewhere in the District, the person may be transferred to the school which has a need for the person's services in accord with the following procedure applied in order:
 - a. The Superintendent will direct the principal to identify the needs for such personnel at his/her school. No need may be identified which, if filled, would cause an involuntary transfer.
 - b. Unit members identified in D.1. above may seek a voluntary transfer to fill the identified needs.
 - c. Failing voluntary transfer procedures, such persons shall be involuntarily transferred to one of the positions identified in D.1. above.
2. In the event there are no openings throughout the District, but there are overages of personnel at one or more schools, personnel may be balanced through voluntary transfers in accord with provisions of this section or may be balanced through involuntary transfer where such balancing is necessary to equalize educational opportunity in the receiving school. Equalization of educational opportunity shall be determined by first:
 - a. Basic course offerings and elective programs, and then,
 - b. On the basis of class size.
3. Provisions C.6. through C.9. above apply to Section I. D. - Overages.

E. Transfer Review Board

In the event the District determines that there is a sound educational need to make an involuntary transfer on any basis other than seniority, then a review board may be formed at the request of the transferring teacher or the Union.

- a. The committee will be composed of three representatives appointed by the District and three appointed by the Union.
- b. No appointee may come from the sending or receiving department.
- c. No District appointee may come from the sending or receiving schools.
- d. The presentation to this committee shall be prepared by the District. Affected staff members (and any representative they choose) and department members from the affected schools will be allowed to make statements.
- e. The committee will have two (2) working days to reach a decision.
- f. In the event the committee cannot reach a decision, the Superintendent shall make the decision after consulting with the President of the Union.
- g. The decision of this committee or the Superintendent shall not be subject to the grievance process.

Section II Reassignment

A. Definitions

1. A reassignment is the movement of a unit member for all or part of his/her assignment, from one subject area to another subject area within the same school.
2. A voluntary reassignment is a reassignment for which a unit member volunteers.
3. An involuntary reassignment is a reassignment which has not been requested by a unit member.
4. Subject/program areas shall be defined as:
 - a. Applied Technology
 - b. Counseling
 - c. Drama
 - d. Driver Education
 - e. English
 - f. Fine Arts - Other than Drama or Music
 - g. Library Media
 - h. Mathematics
 - i. Music
 - j. Physical Education
 - k. Science
 - l. Social Studies
 - m. Special Education / DIS
 - n. World Languages
 - o. Other programs not assigned to a department

B. Voluntary Reassignments

1. Every voluntary reassignee shall be qualified by a valid California teaching credential or be able to become qualified through a District-sponsored retraining program. One of these qualifications must be met by the effective date of the reassignment, that is, by the time the unit member begins work in the subject area to which the unit member has been assigned.
2. Reassignment of unit members will not be limited in duration unless so specified by mutual agreement of the reassignee and the principal or administrator of the school or program.
3. A voluntary reassignment may be denied based on the following criteria:
 - a. Assessment of unit member's current performance
 - b. Impact on current subject area assignment
 - c. Impact on requested subject area assignment
4. Upon request, any unit member who has requested but has not been granted a voluntary reassignment will be given a written explanation.

C. Involuntary Reassignment

1. Involuntary reassignments shall be based on subject area/program needs, as determined by the principal or administrator of the school or program, and class size requirements.
2. Every involuntary reassignee must possess a major or minor in the subject area to which the

unit member has been assigned and comply with the appropriate provisions of the Education Code.

3. When an involuntary reassignment will cause a physical hardship as verified through a physical examination or a consultation given by a physician selected by and services paid for by the District in consultation with the Union, the reassignment shall not be made.

D. Notification

Notices of reassignment opportunities shall be made to eligible unit members at the schools.

Section III Retraining

- A. Retraining may be provided to any unit member who is involuntarily reassigned when that unit member does not possess either a major or minor in the discipline to which the assignment is made, and to a unit member who does not have recent experience in the discipline to which the reassignment is made. Recent experience shall be defined as teaching experience within the five (5) years previous to the effective date of the reassignment.
- B. Retraining may be provided to any unit member who is involuntarily transferred when that unit member does not have recent teaching experience in the discipline to which the transfer is made. Recent experience shall be defined as teaching experience within the five (5) years previous to the effective date of the transfer.
- C. Unit members described in Section III.A. and III.B. above shall have the highest priority for retraining funds.
- D. Retraining for unit members described above shall be determined between the unit member affected and the District. In the event there is no agreement, the unit member may invite the department chairperson of the discipline into which the unit member is to be transferred to recommend a retraining program for that unit member to the District.
- E. The Union and the District recognize that the retraining program set forth herein imposes a financial burden on the District which may, in a given year, exceed funds budgeted for retraining. Therefore, the timing of a given retraining program shall be determined by the District.
- F. At the unit member's request, a unit member described above shall not be subject to a formal written evaluation of his/her competence in the subject area to which the unit member has been transferred or reassigned for at least the first semester after the completion of a retraining program unless so requested by the unit member. In the first evaluation following the transfer or reassignment, the evaluator shall take into account the transfer or reassignment.
- G. Nothing in this section shall prevent the District from providing any unit member who elects a voluntary transfer or reassignment an opportunity to be enrolled in a retraining program offered by the District.

ARTICLE IV

Absences and Leaves

Section I Absences

A. Sick Leave of Absence

1. Regular Sick Leave of Absence

- a. Full-time unit members shall be entitled to ten (10) days of regular sick leave of absence annually for illness or injury. Part-time unit members shall be entitled to sick leave of absence in the same ratio that their employment bears to full-time employment.
- b. A full-time unit member may use up to six (6) days of accrued and available sick leave annually to attend to an illness of a child, parent, spouse, or domestic partner (**Article VII, Section VII.D.**), or the child of a domestic partner. Part-time unit members shall be entitled to leave for this purpose in the same ratio that their employment bears to full-time employment. This use shall be subject to the same conditions and restrictions that apply to the unit member's use of sick leave for his/her own illness. This sick leave entitlement shall not extend the maximum period of leave to which the employee is entitled under Government Code section 12945.2 or the Family Medical Leave Act.
- c. Unit members on unpaid leave of absence shall not be eligible for regular sick leave of absence except as provided for in this Agreement under the provisions of Maternity/Disability Leave of Absence.
- d. Except in cases of emergency, unit members shall notify the District of their intent to be absent no later than the morning of the absence.
- e. Unused sick leave of absence shall accrue from year to year. The District shall notify any unit member, upon request of that unit member, of the number of accumulated sick leave of absence days for which the unit member is eligible.
- f. After the period of Extended Sick Leave of Absence has been exhausted, the District shall continue to provide health and welfare benefits for the duration of the school year in which the illness occurred.
- g. A unit member, whose absence exceeds three (3) days, shall provide upon request, written verification of the illness or injury from his/her physician.
- h. If a principal can demonstrate there is a pattern or an apparent abuse in the use of sick leave of absence benefits by an individual, the principal may request the unit member to provide written verification of the illness or injury.

2. Extended Sick Leave of Absence

During each school year when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of up to five (5) school months, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due the unit member for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee to fill the position during the absence, or if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. The District shall make every reasonable effort to secure the

services of a substitute employee. Any salary paid to a substitute teacher in excess of the absent unit member's daily rate shall be paid by the District.

- a. The sick leave, including accumulated sick leave, and the five (5) month period shall run consecutively.
- b. A unit member shall not be provided more than one five (5) month period per illness or accident. However, if a school year terminates before the five (5) month period is exhausted, the unit member may take the balance of the five (5) month period in a subsequent school year.
- c. When a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident beyond the five (5) month period provided for above, and the unit member is not medically able to resume the duties of his or her position, the unit member shall, if not placed in another position, be placed on a reemployment list for a period of twenty-four (24) months if the unit member is on probationary status, or for a period of thirty-nine (39) months if the unit member is on permanent status. When the unit member is medically able during the twenty-four (24) or thirty-nine (39) month period, the unit member shall be returned to employment in a position for which he or she is credentialed and qualified. The twenty-four (24) month or thirty-nine (39) month period shall commence at the expiration of the five (5) month period provided for above.

B. Personal Necessity Leave of Absence

1. Any employee may use a maximum of seven (7) days of sick leave of absence per school year for cases of personal necessity.
2. Personal necessity leave of absence may be used for the following:
 - a. Death or serious illness of a member of the immediate family.
 - b. Accident or emergency involving the person or property of the unit member or a member of the immediate family.
 - c. Matters of compelling personal importance.
3. Personal necessity leaves of absence are not to be used for vacations.
4. The employee shall not be required to provide advance notice for B.2.a. and B.2.b. above.
5. The unit member shall be required to provide advance notice for each absence for all other reasons.
6. If a principal can demonstrate there is a pattern or an apparent abuse in the use of personal necessity leave benefits by an individual, the unit member may be notified that he/she may be requested to provide written verification of B.2.a. or B.2.b. or the reason for the use of personal necessity leave for compelling personal importance.
7. Immediate family shall be defined as:

Spouse, child, parent, sister, brother, parent-in-law, brother or sister-in-law, grandparent, grandchild, stepchild, step-parent, or any person residing in the home of the employee. Additional members of the family may be included at the discretion of the Superintendent or designee.

C. Short-Term Leave of Absence

1. Upon the request of the unit member, the Superintendent may grant short-term paid leaves of absence of up to ten (10) days. **(See Appendix E)**
2. Application shall be made at least ten (10) days prior to the possible leave.
3. The unit member shall arrange transportation by the fastest means.
4. The unit member shall reimburse the District for the cost of the substitute teacher (at the daily rate) within ninety (90) calendar days of return.

D. Death of Member of Immediate Family

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

E. Critical Illness of Member of Immediate Family

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

F. Court Appearances

1. Absence of a unit member called for jury duty or called to appear as a witness pursuant to a court process, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member, will be granted. Such absence, except for jury duty, shall not exceed two (2) days.
2. Any compensation received for such appearance or from serving as a juror, minus any mileage expense, shall be endorsed over to the District so that the unit member's compensation for such absences shall not be in excess of, nor less than, his/her regular pay.
3. Absences as a court witness in excess of two (2) days may be covered by the Personal Necessity provisions of this Agreement.

G. Catastrophic Illness / Injury Program

1. A Catastrophic Leave Contribution Program is hereby established to meet the needs of unit members experiencing catastrophic illness or injury. Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off (Education Code Section 44043.5). The Program shall be administered according to the provisions below.
2. Contributions
 - a. The parties shall form a two (2) member committee entitled the Catastrophic Leave Program Committee. The Union shall appoint one (1) member and the District shall appoint one (1) member.
 - b. The Committee shall call for an assessment in October and February of each year. The

Committee can notify the District of the need to assess additional funds if the need should arise. The District retains the right to limit the maximum number of assessments per fiscal year to three (3).

- c. For each assessment, the District will contribute one-half of one-tenth of one percent (.0005) of the sum total of all 0.6 FTE or greater permanent, probationary, and second year temporary unit members' annual salaries. In addition, the District will assess all 0.6 FTE or greater permanent, probationary, and second year temporary unit members one-half of one-tenth of one percent (.0005) of their annual contracted salary by automatic payroll deduction.
- f. District and unit member assessments will be placed in a Catastrophic Leave account. Unused funds shall carry over from one year to the next and constitute a Catastrophic Illness/Injury Pool. Once collected, the funds will not be returned unless the District and the Union elect to eliminate the Program.

3. Eligibility for Benefits

- a. All 0.6 FTE or greater permanent, probationary, and second year temporary unit members in the District will be eligible for additional leave days funded by the Catastrophic Leave account.
- b. A recipient of leave contributions must be an employee at the time the request is made.
- c. Exhaustion of Regular Sick Leave: No unit member will be eligible for benefits until all District-paid sick leave has been exhausted. Catastrophic leave benefits shall be available before differential leave commences.

4. Benefits to Unit Members

- a. Unit members shall receive up to twenty-five (25) consecutive days of fully paid leave.
- b. The cost of the unit member's substitute shall be borne by the fund.
- c. No unit member may receive benefits from the Program more than once every three (3) years, except that a unit member may receive benefits; 1) when the same illness/injury continues from one school year to the next, or 2) when the same illness reoccurs within the same year, as long as the total number of days provided from this Program do not exceed twenty-five (25).
- d. Unit members on catastrophic leave shall receive the same health and welfare benefits as if they were on regular sick leave. All appropriate deductions for tax and retirement shall be made from the employee's compensation.
- e. The award of benefits shall depend on the availability of program funds. At no time shall benefits be awarded in excess of the funds available in the program through G.2.a. of this Section.

5. Request Procedures

A request for benefits shall be submitted by the unit member or his/her designee to the Director of Personnel Services, who shall call a meeting of the Committee. The Committee shall receive the request and supporting medical documentation and certification to determine whether the unit member meets eligibility requirements. Such requests must include a physician's certification that the unit member is unable, as a result of catastrophic illness or injury, to perform the duties of his/her position. At its discretion, the District may require additional medical information or require examination by a second physician of the District's

choosing and at the District's expense.

After reviewing the application and supporting documentation, the Committee shall issue a statement which indicates whether; 1) the unit member has met the criteria and furnished all necessary documentation, and 2) the number of days needed and the number of days allocated. The Committee's decision regarding the eligibility of the employee and the number of days allocated shall be final.

6. Conflicts

- a. This section (**Article IV, Section I. G.**) and the decision of the Committee shall not be subject to the grievance and arbitration provisions of the Agreement.
- b. Problems in administering the Program shall be brought to a committee consisting of the Superintendent and the President of the Union or their designees for resolution.

7. Additional Participants

Certificated and/or classified administrators and/or the classified bargaining unit may participate in this Program with the prior approval of the District and the Union.

8. The Committee may extend benefits of this program to cover an employee during a catastrophic event that impacts the employee's immediate family or household.
9. Each year, the parties will meet to review the status of the Program and to discuss whether it should be continued, modified or discontinued.

Section II Leaves of Absence

A. **Overview**

1. All leaves shall be at the discretion of the District except as set forth herein and under law.
2. Unit members shall be granted not more than one full or partial school year or partial assignment leave per school year in each of three (3) consecutive years for any purpose unless a leave in the fourth school year would substantially benefit the District or is otherwise specifically provided for in this Article.
3. Unit members on unpaid leave shall not be entitled to District paid health and welfare benefits unless otherwise provided in this Agreement but may continue those benefits at their own expense.
4. Should the total number of part-time unit members in the District exceed 25% of the total number of employed unit members, or should the total number of part-time unit members in a department exceed 25% of the total number of unit members in the department, the District and the Union agree to meet and work collaboratively to resolve any problems.

B. **Assignment Upon Return from Leave of Absence**

1. In assigning a unit member who is returning from a full-time leave of absence for a full year, the District will take into consideration the unit member's preferred assignment consistent with other provisions of the Agreement.
2. Unit members returning from a full-time leave of absence for a full year may request, or be required by the principal, to participate in up to six (6) hours of re-entry orientation or professional development. Unit members shall be compensated for these hours at the hourly rate.

C. General Leave of Absence

1. Any probationary or permanent unit member may apply for full or part-time general leave of absence without pay.
2. Denial of the application by the District for a leave in year one shall be based upon reasons of additional cost to the District or the unavailability of a suitable replacement. A written statement of the evidence upon which the denial is based shall be given. This denial shall be subject to appeal through the grievance procedure.
3. A unit member granted a full-time general leave of absence in year one must return to work for two full years at full FTE to be eligible for a full-time general leave of absence in year four. In such circumstances, granting a full-time general leave in year three shall be at the discretion of the District.
4. Requests for general leave of absence shall be submitted to the Board of Trustees as follows:

Full Year Leave	February 1
Fall Semester Leave	February 1
Spring Semester Leave	June 1

The Superintendent may waive these dates in cases where the unit member could not have foreseen the reasons for his/her request by these dates.

5. Notice of Return from Leave:
 - a. By February 1 of the year in which they are on leave, unit members on a full year leave under this Section shall notify the District of their intent to return for the following year.
 - b. By June 1, unit members who have been granted a leave for the following fall semester shall notify the District of their intent to return for the following spring semester.
 - c. By March 1, unit members on leave for the spring semester shall notify the District of their intent to return for the following fall semester.
6. If notification of intent to return is not received by the dates specified above, the District will contact the unit member by certified mail, return receipt requested. If the unit member does not respond within ten (10) working days, Article IX - Employee Discipline, or Education Code Section 44842 shall apply.
7. Renewal of a unit member's general leave of absence shall be at the discretion of the District.

D. Maternity Disability Leave of Absence

1. Unit members disabled by pregnancy, childbirth, or related medical conditions may be entitled to maternity disability leave based on the certification of their health care provider.
2. Unit members shall notify the District of the need for leave as soon as possible but preferably at least 30 days in advance of the leave. The notice shall include the health care provider's certification confirming the need for leave and expected duration up to the maximum of four months as permitted by law.
3. During the period of disability, the unit member shall utilize sick leave. Should a unit member exhaust all sick leave and remain disabled as a result of pregnancy, childbirth, or related medical conditions, she shall receive compensation at the differential rate under Article IV, Section I, A,

E. Parental Bonding Leave of Absence

1. Unit members may elect to take parental bonding leave for a period of up to 12 weeks due to the birth of a child of the employee or the placement of a child with an employee in concoction with adoption or a foster care placement pursuant to the California Family Rights Act (CFRA).
2. Pursuant to Education Code section 44977.5, to qualify for parental bonding leave, unit members must have completed one-year (twelve months) of service for the District.
3. For mothers (the birthing parent), the period of parental bonding leave shall commence at the conclusion of any period of maternity disability leave.
4. For non-birthing parents, the period of parental bonding leave shall commence on the first day of such leave and run concurrently with leave provided under the California Family Rights Act.
5. Pursuant to Education Code section 44977.5, unit members who exhaust their accumulated sick leave prior to the expiration of the 12-week parental bonding leave period, shall be entitled to differential pay at a minimum of 50% of an employee's per diem rate for the balance of the 12-week period.
6. Parental bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child as required under the CFRA.
7. Unit members shall provide the District with at least thirty (30) days' notice prior to the start of the parental bonding leave, except in cases of emergency, when notice shall be provided as soon as practicable.

F. Childrearing Leave of Absence (Refer to Appendix B)

1. A unit member may apply for childrearing leave at any time during the pregnancy and/or after the birth of the child. The provisions of Section II.F. shall apply to leaves commencing before the child's first birthday.
2. Childrearing leave is without compensation.
3. A full-time maternity/childrearing leave of forty-five (45) work days or less shall not count towards the Section II.A.2. and Section II.F., 7-10 limitations.
4. If a unit member suffers an interrupted pregnancy, or other unforeseen events occur which make it possible for a unit member on a childrearing leave to return to work, the District will accommodate the unit member's request unless:
 - a. The District has entered into a contract with a temporary teacher to replace the unit member during the leave of absence, OR
 - b. There are fewer than nine (9) weeks remaining in the semester at the time the unit member requests to return.
5. If two unit members request a childrearing leave simultaneously for the same child, only one leave would be granted.
6. First Year Childrearing Leave of Absence
 - a. Whenever reasonably possible, leaves shall begin at the start of a school semester and terminate at the close of a school semester.

- b. A leave shall be granted for either a full or partial school year, or for a full or partial assignment.
- 7. Second Year and Third Year Childrearing Leaves for First Child
 - a. A unit member may apply for up to three (3) consecutive years of childrearing leave for the first child.
 - b. If a unit member wants both a second and a third year leave, the leaves in both the second and third years shall be limited to full year partial leaves, with the unit member working at least 0.6 FTE in both years.
 - c. Upon written request (**Section II.C.4.**), a unit member may defer the third year partial leave allowed for a first child and apply that leave to the continuing childrearing leave allowed for a second child (**Section II.F.7-8**). In all such requests, the limitations set forth in Section II.A.2. and Section II.F.9. apply.
- 8. Continuing Childrearing Leave for Second Child
 - a. A first year childrearing leave for a second child shall be granted for either a full or partial school year or for a full or partial assignment.
 - b. If a unit member wants a second year leave for a second child, the leave shall be limited to a full year partial leave, with the unit member working at least 0.6 FTE.
- 9. When a unit member has had a childrearing leave for five (5) consecutive years, an additional childrearing leave shall be considered only if it is a partial leave, with the unit member required to work 0.6 FTE or 0.8 FTE. Such leaves shall be granted at the District's discretion.
- 10. A full or partial general leave following a childrearing leave of two (2) or more consecutive full or partial years shall be granted at the discretion of the District, notwithstanding Section II.C.2. of this Article.

G. Family Care and Medical Leave

- 1. The District will be in compliance with the California Family Rights Act (CFRA) and the Federal Family and Medical Leave Act (FMLA).
- 2. All unit members who have served the District more than one continuous work year and have served at least 1,250 hours in the previous 12-month period are eligible for this unpaid leave under the provisions of state and federal law. Family Care and Medical Leave may be used for the following reasons:
 - a. The birth of the employee's child, and in order to care for the child.
 - b. The placement of a child with the employee for foster care or in connection with the employee's adoption of the child.
 - c. To care for the employee's child, parent, spouse, registered domestic partner or child of a registered domestic partner with a serious health condition.
 - d. The employee's own serious health condition which makes the employee unable to perform the functions of his/her job.
- 3. Family Care and Medical Leave shall not exceed one period of up to twelve (12) work weeks during any twelve (12) month period except in the case of an employee who has given birth. In

the case of 2.a. or 2.b. above, leave shall not be taken intermittently or on a reduced work schedule unless the District and the employee agree otherwise. Leave related to 2.c. or 2.d. above may be taken intermittently or on a reduced work schedule when medically necessary as verified by a health care provider.

4. This leave shall be consecutive to other leaves in this article.
5. An employee taking Family Care and Medical Leave will continue to participate in the District provided health and medical plan during the period of the leave under the same terms and conditions which would apply if the employee were not on leave.

H. **Industrial Accident and Illness Leave of Absence**

1. Allowable leave shall be for one hundred (100) working days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident or illness.
2. Allowable leave of absence shall not be accumulated from year to year.
3. Industrial accident or illness leave of absence shall commence on the first day of absence.
4. When a unit member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary. The phrase "full salary" as utilized in this subdivision shall be computed so that it shall not be less than the unit member's "average weekly earnings" as that phrase is utilized in Section #4453 of the Labor Code. For purposes of this Section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
5. Industrial accident or illness leave of absence shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
6. When an industrial accident or illness leave of absence overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave of absence due him/her for the same illness or injury.
7. Upon termination of the industrial accident or illness leave of absence, the unit member shall be entitled to the benefits provided in Sections 44977, 44978, and 44983 of the Labor Code, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave of absence, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of the accumulated sick leave of absence which, when added to the temporary disability indemnity, will result in a payment to him/her of not more than full salary.
8. During any paid leave of absence, the unit member may endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.
9. Any unit member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California.

I. Military Leave of Absence

1. Military leave of absence shall be granted as provided for in the Military and Veterans' Code of the State of California. Such leave of absence must be verified by copy of the military orders requiring military duty.
2. A unit member who qualifies for military leave of absence under provisions of law shall, upon application, be granted such leave of absence. Any salary increment which would have accrued automatically to such unit member had such leave of absence not been taken, or any additional salary increment which would have accrued by reason of study, shall so accrue and become available when said unit member returns to service.
3. Except as required by law for active duty, military leave may be granted only if the applicant attests in writing that:
 - a. Active duty for training is required for him/her to remain in a military program.
 - b. Active duty for training cannot be performed at any time other than when school is in session.
4. If military leave of absence is granted, a copy of order verifying inclusive dates of the leave of absence must be filed with the Superintendent.

J. Exchange Teaching Leave of Absence

1. The District may authorize leave of absence which involves exchange teachers.
2. No unit member shall be accepted into an exchange teacher program without the approval of the District.
3. If assignment has not been made and accepted by May 1, the unit member will be considered to be returning to his/her District assignment for the following school year. This date may be waived by the District.

K. Sabbatical Leave of Absence

1. General Statement
 - a. The sabbatical leave is designed to provide members of the bargaining unit with opportunities for growth in perspective and knowledge, through study, research, or travel as a means of improving their effectiveness in the District.
 - b. Sabbatical leaves can be for the fall or spring semesters or for a full school year.
2. Plan

Each proposal for a sabbatical leave of absence shall be by written application and shall include the following:

 - a. The statement of a goal or objective of the sabbatical leave of absence which shall be related to one or more of the purposes as follows:
 1. To prepare for new fields and new responsibilities within the District.
 2. To remove deficiencies in training or experience in light of new needs.

3. To explore and assimilate new ideas and extend the person's knowledge and learning.
 4. To keep current with the rapid expansion of knowledge in the person's field and our rapidly changing society.
 5. To acquire knowledge of research results on learning and the learning process, as well as new instructional methods and techniques.
- b. A description of the means proposed for achieving the objective.
 - c. Explanation of the manner in which the planned results will benefit the school, program, District and/or students.
3. Special Provisions
 - a. Eligibility
 1. The unit member must have served at least ten (10) consecutive years of service in the District prior to the granting of the leave.
 2. The District will determine the number of sabbatical leave opportunities for the following school year by December 1.
 3. In the event that more unit members apply for the available sabbatical leave opportunities than are available, the sabbatical leaves of absence that are granted shall be on the basis of District-wide seniority.
 4. No sabbatical leaves shall be granted unless a suitable substitute teacher can be secured. The Board of Trustees may choose not to hire a substitute teacher.
 5. A sabbatical leave request which has been denied based on lack of a suitable replacement or because the limit in paragraph 3.a.2. above has been reached, will be given priority consideration if resubmitted the following year.
 6. A unit member who has received a sabbatical leave must complete seven (7) full years of service in the District to be eligible for a second sabbatical leave.
 - b. Application
 1. Application for a sabbatical leave of absence must be processed through the principal and Superintendent and must receive the approval of the Superintendent before being recommended to the Board for approval.
 2. Requests for sabbatical leaves of absence must be submitted to the Board of Trustees no later than October 1 for a spring leave and no later than February 1 for a fall or year-long leave. The Superintendent may waive these dates in cases where the unit member could not have foreseen the reasons for his/her request by the dates indicated.
 3. Requests for sabbatical leaves of absence shall be processed and acted upon no later than December 15 for a spring leave and April 1 for a fall or year-long leave.
 - c. Report
 1. If, in the event the unit member is unable to implement the initial sabbatical leave plan, the unit member will resubmit a revised sabbatical leave application to the

Superintendent subject to Board of Trustees approval. If approval is not granted, the sabbatical leave will be rescinded, and the unit member may elect an unpaid leave of absence or to be returned to a position for which he/she is qualified. Every reasonable effort will be made to place the unit member where he/she would have been if the leave of absence had not been granted.

2. Each recipient of a sabbatical leave of absence must submit a comprehensive written summary of his/her activities as they relate to his/her initial proposal. The report shall include an evaluation of the manner and degree to which the plan and objective have been accomplished. This report shall be submitted to the Superintendent within sixty (60) days of his/her return to work. The Superintendent may request the recipient attend a meeting of the Board of Trustees to review the report. The Board of Trustees may take appropriate action if it deems that the objectives of the sabbatical leave of absence have not been met.

d. Remuneration

1. A unit member granted a sabbatical leave of absence shall receive fifty per cent (50%) of his/her salary.
2. Health and welfare benefits will continue as though the unit member were on regular service.
3. The unit member shall earn full-time STRS service credit at full salary only if he/she makes the additional contributions required in the California Education Code.
4. Scholarships and fellowships, tuition grants, and other stipends are acceptable income for an individual on sabbatical leave of absence. Part-time employment relating to the purposes of the leave shall be permitted. However, no unit member on sabbatical leave of absence may secure full-time employment and retain his sabbatical salary from the District.

e. Return

1. Upon being granted sabbatical leave of absence, the unit member shall sign an agreement to return to service in the District for a period of not less than four (4) years or restore to the District all salary payments received while on leave.
2. At the expiration of the leave of absence, the unit member will be reinstated with full employment rights, and will be credited with one year (one-half year for semester leaves) of service for the purpose of salary increments and retirement.
3. In all matters not herein mentioned, Education Code Sections 44962-44975 shall govern sabbatical leaves of absence and shall become part of this Article.

ARTICLE VRetirementSection I General Provisions

- A. All applications for retirement are to be submitted to the Superintendent by dates designated in this Article.
- B. Age at retirement shall mean the age reached during the last school year of active employment.
- C. Sabbatical and other approved leaves of absence shall not constitute a break in service and shall not be used in computing full-time or consecutive years of service requirements.
- D. A unit member is responsible for all matters pertaining to his/her retirement in accordance with the Education Code and STRS regulations.
- E. The District may offer other retirement options at any time when mutually agreed upon by the District and the Union.

Section II Reduced Workload Assignment (Brown Act - Education Code Sections 22713 and 44922)**A. Eligibility**

- 1. A unit member shall have reached the age of 55 prior to the reduction in workload.
- 2. A unit member shall have been employed full-time in a certificated position for at least ten (10) years.
- 3. During the period immediately preceding a request for a reduction in workload, a unit member shall have been employed full-time in a certificated position for a total of at least five (5) years without a break in service. For purposes of this Section, sabbaticals and other approved leaves of absence do not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five (5) year service requirement prescribed by this subdivision. Retirement shall be considered a break in service for the purpose of determining eligibility to participate in the Reduced Workload Assignment Program.

B. Services

- 1. Minimum part-time employment shall be the equivalent of one-half of the number of days of service required by a unit member's contract of employment during his/her final year of service in a full-time position.
- 2. A unit member shall be on leave of absence for the unworked portion of the unit member's tenure FTE.
- 3. A unit member who elects to work 0.6 FTE or 0.8 FTE of a full work day for the full year shall be paid a \$500 stipend per semester.

C. Compensation

- 1. A unit member shall be paid a salary which is the pro rata share of the salary he/she would earn had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments required as if he/she remained in full-time employment.

2. A unit member shall receive the same health and welfare benefits provided all unit members.
(Reference Article VII, Section VII - Health and Welfare Benefits)
3. A unit member shall contribute to the Teachers' Retirement Fund the amount that would have been contributed had the member been employed full-time.
4. The District shall contribute to the Teachers' Retirement Fund an amount based upon the salary that would have been paid to a unit member had the unit member been employed full-time and at the rate specified by the Teachers' Retirement Board.

D. Terms

1. The option of part-time employment shall be exercised at the request of a unit member and can be revoked only with the mutual consent of the District and the unit member.
2. Requests for a change in the unit member's employment status for the following school year must be submitted to the Board by January 10.
3. The period of part-time employment shall not exceed ten (10) years.

E. Application

Applications are to be submitted to the Superintendent by January 10.

Section III Retirement with Benefits and Block Incentive

A. Eligibility

1. Unit members who are at least fifty-four (54) years of age and who have at least ten (10) years of service with the District (exclusive of sabbatical and other approved leaves of absence).
2. Unit members must submit their resignation from the District and retire or resign from service.
(See Appendix F)

B. Services

None required.

C. Block Incentive

1. Effective until June 30, 2012: The base block incentive grant shall be \$12,000.
Effective beginning July 1, 2012: The base block incentive grant shall be \$24,000.
2. Unit members who are at least fifty-five (55) years of age and whose FTE is 1.0 shall receive the full block incentive grant.
3. The block incentive grant shall be prorated for part-time unit members based on their average FTE over their last five (5) years of service, excluding full-time leaves of absence.
4. Unit members who are fifty-four (54) years of age when retiring or resigning shall have the block incentive grant reduced by the cost of their health and welfare benefits for those months prior to the unit member reaching fifty-five (55) years of age.
5. Block incentive grants for unit members participating in the Reduced Workload Assignment Program (Brown Act) shall be based on the unit member's average FTE for the five (5) years immediately prior to acceptance into the Reduced Workload Assignment Program.

6. The block incentive grant shall be paid within thirty (30) days of the last day of paid service.

D. Benefits

1. Effective until June 30, 2012: Retirees shall receive the same medical, dental and vision benefits as paid for current employees until age sixty-five (65). The District contribution shall be at the same level provided current employees. Any amount in excess of the District contribution for current employees shall be paid by the retiree.
2. Effective July 1, 2012: Retirees shall receive the same medical, dental and vision benefits as paid for current employees from ages 60 until 65. The District contribution shall be at the same level provided current employees from ages 60 until 65. Any amount in excess of the District contribution for current employees shall be paid by the retiree. Retirees from the ages 55 through 59 are eligible to continue on the district medical, dental, and vision plans at the expense of the retiree. The retiree is responsible for continuous payment via an automatic debit system. Retiree will be dropped from plan if payment is 60 days or more late. Retirees who have been continuously enrolled in the District medical, dental, and vision plans at their own expense from ages 55 through 59 are eligible to remain on the District plan from ages 60 until 65 with the District contribution provided by the District at the same level as is provided by the District for current employees. Once a retiree of any age is dropped or withdraws from the District plan for any reason, he or she is not eligible for re-enrollment.

E. Applications

Applications are to be submitted to the Superintendent by December 10. Unit members will be notified of their acceptance by February 1.

F. Other Terms and Conditions

1. The District agrees to no limit to the number of Block Incentives offered each year, starting in the 2019-2020 school year.
2. The District will offer no other Block Grant retirement incentive during the term of this Agreement.

G. Grandfather Clause

Unit members who are at least fifty (50) years old by June 30, 2012 who also have twenty (20) years in the district by June 30, 2012 are eligible for retirement with all provisions associated with the block incentive listed in the TFT contract in effect from July 2, 2006 – June 30, 2009. All employees who wish to exercise this option must notify the district in writing by June 30, 2012 with the option to rescind at a later date and thereby, default to block retirement provisions in the TFT contract.

Section IV Service Contract after Retirement

A. Eligibility

Unit members must have submitted their resignation from the District and must have retired from service.

B. Services

1. Services will be as required and defined by the District.

2. Services may include, but are not limited to, consulting, demonstration teaching, staff development, student assessment, research, curriculum and/or program development.

C. Compensation

1. Hourly rate. **(Salary Schedule D)**
2. Unit members are responsible for taxes as required by law.

D. Term

1. Term will be as required by the District, but not more than 100 days over a two year period.
2. The District and the unit member shall mutually agree upon the times and dates of service.

E. Application for Hire

1. The District shall post service contract offerings, including criteria for employment and specific services required.
2. Service contracts shall be awarded after interview at the discretion of the District.

F. Termination

The District may terminate a service contract due to failure of the unit member to perform the services.

Section V Resignation with Block Incentive - No Benefits

A. Eligibility

1. Unit members who are between the ages of forty-eight (48) and fifty-three (53) years and who have at least twelve (12) years of service with the District (exclusive of sabbatical and other approved leaves of absence).
2. Unit members must submit their resignation from the District and may retire from service if eligible.

B. Services

None required.

C. Compensation

1. Unit members shall receive a block incentive grant of \$12,000; beginning in 2012-2013, the block incentive shall be \$24,000. The incentive shall be pro-rated for part-time employees (average FTE over last five (5) years of service).
2. The incentive shall be paid within thirty (30) days of the last day of paid service.
3. Unit members may request that a portion of the incentive be deposited in a District-approved tax shelter annuity (TSA). Unit members are personally responsible for compliance with all legal requirements relating to TSA's.

D. **Benefits**

Unit members shall not be eligible for the District paid medical, dental and vision payments provided current employees and retirees.

E. **Applications**

Applications must be submitted to the Superintendent by December 10. Unit members will be notified of their acceptance by the following February 1.

F. **Other Terms and Conditions**

The District may grant a maximum of five (5) Resignation with Block Incentive - No Benefits per year. If more than five (5) unit members apply, acceptance shall be granted on the basis of seniority.

ARTICLE VI

Evaluation

Section I Guidelines

- A. Purpose: The primary purpose of evaluation is to assist unit members in improving the performance of their professional tasks.
- B. Evaluator: The principal of each school, or principal's administrative designee, or the supervising administrator of a District program shall be responsible for the evaluation of certificated unit members in that school or District program.

The Superintendent, or designee, shall be responsible for the evaluation of certificated unit members who are not under the supervision of a principal or an administrator of a District program. Such evaluations shall be in accord with criteria and procedures of this Article.

- C. A unit member's overall performance shall be rated in one of the following three categories on the formal Summative Evaluation Report:
 - 1. Satisfactory
 - 2. Satisfactory with Improvement Needed
 - 3. Unsatisfactory

A unit member who receives a Satisfactory with Improvement Needed or Unsatisfactory overall rating shall be evaluated annually until the unit member receives a Satisfactory evaluation or the unit member is separated from the District. Unit members who receive an Unsatisfactory overall rating shall be referred to the Peer Assistance and Review Program (PAR). **(See Appendix S)**

- D. Probationary, temporary, and categorically employed unit members are to be formally evaluated once each year.
- E. Unit members with permanent status are to be formally evaluated every other year, except as noted in Section I.C. above, I.F. below, or by mutual consent.
- F. Unit members with permanent status who are highly qualified (according to federal No Child Left Behind standards), have been employed in the District for at least ten (10) years, and who are performing satisfactorily, may be formally evaluated every three (3) years, if the evaluator and unit member agree. The unit member or evaluator may withdraw consent at any time.
- G. Unit members who are assigned to more than one school shall be evaluated by an administrator at the school where they serve the majority of their assignment. If the assignment is evenly divided between two schools, the District shall designate the administrator to perform the evaluation. The administrator(s) of the other school(s) may submit written data which has been previously shared with the unit member to be included in the evaluation. The evaluation should address the unit member's performance in the entire assignment.
- H. It is acknowledged that the supervising administrator shall have the right to continually assess a unit member's performance.
- I. The private life of a unit member shall not be a part of an evaluation conducted according to the procedures of this Article except as it may impair the unit member's performance of his/her assigned duties and responsibilities.
- J. A unit member shall not be required to participate in the evaluation of other unit members.

- K. The supervisor of a temporary or probationary teacher may confer with a unit member holding a leadership position regarding a unit member's suitability for continued employment or permanent status with the District.
- L. The District, in conjunction with the Union, shall, in September of each year, conduct an evaluation workshop for temporary and probationary unit members.
- M. Evaluations shall not include the use of publisher norms established as the result of standardized tests.
- N. **Peer Assistance and Review Program (PAR):**
 - 1. The District and the Union agree to implement the provisions of the Peer Assistance and Review Program in accord with Education Code Sections 44500 to 44508, as outlined in the Peer Assistance and Review Memorandum of Agreement. **(See Appendix S)** and the Procedures for Peer Assistance and Review, December 1999 (Procedures), available from the Office of the Assistant Superintendent of Educational Services.
 - 2. Teachers receiving an Unsatisfactory evaluation shall be referred to the Peer Assistance and Review Program (PAR). If the contract language conflicts with the language in the PAR document, the PAR document shall prevail.

Section II Criteria for Evaluation

- A. The performance of unit members shall be assessed and evaluated as it reasonably relates to the following:
 - 1. Assessment of professional competence as it relates to progress of students toward achieving established standards.
 - 2. Instructional techniques and strategies used by the unit member.
 - 3. Adherence to curricular objectives by the unit member.
 - 4. Establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities.
 - 5. Professional development.
 - 6. Professional conduct.
- B. Suggested descriptors of these criteria are found in the "Tamalpais Teacher - Classroom Teacher." **(Appendix G)**, "Tamalpais Teacher - Special Education Teacher" **(Appendix J)**, and "Tamalpais Teacher" - Designated Instruction and Services Teacher" **(Appendix K)**. These descriptors are based, in part, on the California Standards for the Teaching Profession (1997).
- C. No unit member may receive a Satisfactory with Improvement Needed or Unsatisfactory evaluation based solely on the criteria "Professional Development" or "Professional Conduct."
- D. Individual unit members, as well as specific school or District departments or programs, may review and make supplemental modifications to the Criteria for Evaluation. These supplemental modifications may reflect unique individual, department or program goals, objectives or circumstances.

The modified Criteria for Evaluation shall be mutually agreed upon by the individual, department or

program members, and the supervising administrator. The Superintendent must also approve modifications applying to five (5) or more unit members.

The supervising administrator shall provide the individual, department or program unit members with a copy of the approved modified criteria. A copy shall also be provided to the Superintendent. This process must be completed prior to the evaluation conference. When Criteria modifications for individual unit members cannot be mutually agreed upon, either party may request Third Party Mediation (**Article VI, Section VII.C.**).

- E. **Counselors and Library Media Teachers** (and other unit members not assigned to classroom instruction)
1. The performance of counselors and library media teachers shall be assessed and evaluated as it reasonably relates to the Criteria for Evaluation as they pertain to the counselor and library media teacher role and responsibilities. Suggested descriptors of these criteria are found in the "Tamalpais Teacher-Counselor" (**Appendix H**) and the "Tamalpais Teacher-Library Media Teacher" (**Appendix I**).
 2. Individual counselors and library media teachers and their supervising administrator shall establish mutually agreeable performance goals reflecting the expectations of the Criteria for Evaluation.
 3. The procedural requirements for the evaluation of counselors and library media teachers shall be the same as those outlined in this Article for all unit members, with the following exceptions:
 - a. Performance goals shall be determined at the evaluation conference and assessed at the formal summative evaluation conference.
 - b. Performance conferences shall substitute for formal observations.

Section III Procedures

- A. **Evaluation Conference:** Prior to November 1, the evaluator and evaluatee shall meet to accomplish the following:
1. Review the evaluation procedures and process.
 2.
 - a. Review the evaluatee's previous evaluation.
 - b. Review the evaluation criteria as they relate to the evaluatee's current assignment.
 3. Identify any evaluation criteria which either the evaluator or evaluatee perceives as needing improvement and develop a mutually agreeable plan to improve the evaluatee's performance for that (those) criteria. A copy of the plan shall be maintained by the evaluator and the evaluatee.
- If no mutually agreeable plan is developed, either party may request Third Party Mediation (**Article VI, Section VII.C.**).
4. A supervisor and a tenured teacher whose performance is deemed satisfactory by his/her supervisor, may set mutually agreed upon goals relating to one or more of the criteria for evaluation. These goals shall serve as the focus of a collaboration between the supervisor and teacher.
 5. Set date and time of first formal observation.

- B. **Evaluation Data:** Evaluation data may be accumulated based on classroom observations (**Observation Report Format - Appendix L**), ongoing supervision, interview, questionnaire, surveys (**Student Input Format: Classroom Teacher - Appendix M, Counselor - Appendix N, Library Media Teacher - Appendix O, Special Education Teacher - Appendix P, Designated Instruction and Services Teacher - Appendix Q**), feedback from PAR support providers (only for teachers with an Unsatisfactory performance rating), or other device deemed useful by the evaluator or evaluatee, provided that no summative evaluation conclusion may result from an isolated incident, measure, instrument, or single observation.
1. The evaluator shall compile data on evaluatees. Unless otherwise specified in the PAR program, in no case shall any designee of a principal, program administrator, or the Superintendent, as provided for in this section, be a member of the bargaining unit, nor shall any member of the bargaining unit be required to collect or provide data or written assessment beyond the procedural requirements established by the department or program, and the evaluator as specified in this section.
 2. No collection of formal observation data or student survey input shall begin until after fifteen (15) days from the first day of school for students for permanent teachers and until after twenty (20) days from the first day of school for students for temporary and probationary teachers of any school year; no formal observation of newly assigned classes or student survey input by students in any class shall take place within the first ten (10) school days of the spring semester.

Section IV Formal Observations

- A. An evaluator must conduct a minimum of one scheduled formal classroom observation of the evaluatee each semester, except as provided in Article VI, Section VII.B. below; each observation must be at least thirty (30) minutes in duration.
- B. An evaluatee may not receive a Satisfactory with Improvement Needed or Unsatisfactory evaluation without a minimum of three (3) scheduled formal observations by the evaluatee's evaluator for full year unit members or two (2) scheduled formal observations for semester unit members.
- C. The evaluator or unit member may request that one of the scheduled classroom formal observations be conducted by an administrator not responsible for the unit member's evaluation.
- D. The evaluator must give the evaluatee two (2) working days prior notice of the formal observation.
- E. A conference shall be held within ten (10) working days following any formal observation, at which time the evaluatee shall be provided a written summary of the observation. The written summary shall include a brief description of the lesson and, as appropriate, commendations for accomplishments and specific recommendations for improved performance.

At the observation conference, the evaluator shall, for temporary or probationary teachers, review the evaluatee's performance on Criteria 5 - "Professional Development" and Criteria 6 - "Professional Conduct" of the Tamalpais Teacher-Skills and Descriptors (**Appendices: G-Classroom Teacher, H-Counselor, I-Library Media Teacher, J-Special Education Teacher, and K-Designated Instruction and Services Teacher**). The evaluator shall review Criteria 5 and 6 for permanent teachers whose performance in these Criteria needs improvement. Specific recommendations for improved performance shall be provided as appropriate.

If it is not possible to schedule the conference within the stated time lines, the conference shall be held at a mutually agreeable time.

- F. If the evaluatee's performance is Satisfactory with Improvement Needed or Unsatisfactory for any

criteria, the evaluator must identify the specific criteria and provide recommendations for improved performance.

The evaluator and evaluatee shall also identify:

1. Additional resources to be used to assist the evaluatee in improving his/her performance.
 2. The evaluator's role in assisting the evaluatee to improve his/her performance. Where appropriate and feasible, release time shall be provided to the evaluatee to avail him/herself of other resources to improve in the criteria in which the deficiency was identified.
- G. Evaluatees with identified deficiencies may request one additional formal observation.
- H. The final copy of the observation report shall be provided the evaluatee within three (3) working days of the conference. One additional copy shall be submitted to the Superintendent and one additional copy maintained in the evaluator's work file.
- I. The observation report shall include a description of the lesson, commendations and recommendations as needed and appropriate, and a summary statement. **(Appendix L)**

Section V Formal Summative Evaluation

- A. The evaluator must provide an evaluatee receiving a Satisfactory with Improvement Needed or Unsatisfactory summative evaluation a written copy of the summative evaluation report no later than May 1 of the school year during which the evaluation took place. An evaluatee receiving a Satisfactory summative evaluation must receive the written evaluation report no later than May 15.
- B. A conference between the evaluator and evaluatee must be conducted within five (5) working days of May 1 for those unit members receiving the report by May 1 and within five (5) working days of May 15 for those unit members receiving the report by May 15.
- C. **Summative Evaluation Report (Appendix R)**
1. The evaluator shall make written assessments and recommendations based on the evaluation data.
 2. An evaluatee shall be rated in one of the following three categories for overall performance and for each specific criteria:
 - a. Satisfactory
 - b. Satisfactory with Improvement Needed
 - c. Unsatisfactory
 3. If the evaluatee's performance is Satisfactory with Improvement Needed or Unsatisfactory, the report must identify the performance criteria needing improvement, recommend how improvement can be effected, and identify procedures to be followed by the evaluator and the evaluatee to work toward improvement. The evaluator shall provide assistance in implementing such recommendations. If the evaluatee's performance is Unsatisfactory, the employee shall be recommended to PAR.
 - a. The procedures to be followed for improvement:
 1. May be mutually agreed upon,

2. May be modified by mutual agreement, or
3. May be added to by mutual agreement.

When modification or additions cannot be mutually agreed upon, either party may request Third Party Mediation (**Article VI, Section VII.C.**).

b. Improvement Plan:

The evaluator, working with the evaluatee, and the PAR support provider where appropriate, shall develop the written plan to include, but not be limited to:

1. The identification of the specific problem areas.
 2. Specific recommendation or suggestions on methods of improving performance.
 3. Resources available to assist the evaluatee.
- c. The Improvement Plan shall include periodic written reviews by the evaluatee and evaluator and other assisting personnel who may have been written into the plan.
 - d. A permanent unit member receiving a Satisfactory with Improvement Needed or Unsatisfactory evaluation shall be evaluated annually until the unit member receives a Satisfactory evaluation or the unit member is separated from the District.
 - e. Any unit member who receives a Satisfactory with Improvement Needed or Unsatisfactory evaluation shall, upon request, be entitled to subsequent formal observations, until the problems cited in the evaluation are rectified and the unit member's performance is deemed satisfactory by the supervisor.
 - f. When a unit member receives a Satisfactory with Improvement Needed or Unsatisfactory evaluation, data (including formal observation reports and PAR reports) which may have been collected during the course of the evaluation shall be appended to the original copy of the written evaluation submitted to the Superintendent for the unit member's personnel file.
4.
 - a. If the evaluatee's performance is Satisfactory, the evaluator shall identify strengths and offer commendations and recommendations. Teachers with satisfactory evaluations may access the PAR Program on a voluntary basis. This participation shall be confidential and not part of the evaluation process.
 - b. Teachers with Satisfactory with Improvement Needed evaluations may access the PAR Program on a voluntary basis. This participation shall be confidential and not part of the evaluation process.
 5. In the summative evaluation report, the evaluator must consider and include a statement regarding any condition under which an evaluatee is serving which handicaps the effectiveness of that unit member's performance; e.g., number of preparations, class size, total number of student contacts, special program circumstances, etc. An evaluatee has the right to append his/her evaluation with a statement regarding such conditions.
 6. Copies of data collected as part of the procedures of evaluation and not included or appended to the evaluation shall be given to the evaluatee.
 7. The evaluatee shall acknowledge receipt of the evaluator's evaluation report by signing it and

shall receive a copy. The original copy, including any appended data, shall be submitted to the Superintendent for the employee's personnel file.

The evaluator may keep a copy of the evaluation and data provided the evaluatee in his/her work file for four (4) work years, or until the evaluatee is transferred to another school or the evaluatee is separated from the District, at which time the evaluation report shall be destroyed by the evaluator.

8. An evaluatee has the right to include a self-appraisal as part of his/her permanent file. The evaluatee also has the right to append a response of his/her own to any written evaluation. Such statements shall be a part of his/her permanent file.

Section VI Alternative Evaluation Procedures

The District and the Union may develop and offer employees alternatives to the evaluation procedures outlined in Article V above. These evaluation alternatives shall meet the requirements of the Education Code. Copies of the Alternative Evaluation Procedures are available in the Office of the Director of Personnel Services.

Section VII Other Provisions

A. Contractual Dates

If a contractual evaluation date falls on a weekend, school holiday, or a non-instructional work day, the contractual date shall be deemed the day following the weekend, school holiday, or non-instructional day.

B. Teacher on Leave

In the event that a teacher is scheduled to be evaluated during a particular school year and the teacher is on leave for a portion of that school year such that it is impossible for a District administrator to hold the evaluation conference for that teacher prior to November 1, the following time lines will apply regarding that conference and the formal observations:

1. If a teacher is on leave for more than 50% of the school days of the fall semester, the evaluation conference will be held during the first two (2) weeks of the spring semester. The first observation shall be held as soon as is practical after the first ten (10) days of the spring semester. Thus, two (2) formal observations will be held in the spring semester, rather than one observation each semester.
2. For a teacher who is intermittently on leave during the fall semester, the evaluation conference shall be held after the teacher has returned to school and taught his/her classes for at least ten (10) school days. The first observation may be held at any time after the completion of the evaluation conference. If this observation is held during the spring semester, two (2) formal observations will then be held in the spring semester, rather than one observation each semester.

C. Third Party Mediation

In this Article, when mutual agreement between the evaluator and the evaluatee is required but not possible, either the evaluator or the evaluatee may request third party mediation. The mediator shall be a certificated District employee designated jointly by the Superintendent of Schools and the President of the Union. The mediator shall meet with both parties to resolve the conflict. If no

mutually agreeable resolution is possible, the mediator shall make the final decision. The decision shall be binding on both parties and shall not be grievable.

Section VIII District Personnel Files

- A. A unit member shall be permitted to review and obtain a copy of the materials in his/her personnel file which serve as a basis for affecting his/her evaluation. The review of material is not to include ratings, reports, or records which were:
 - 1. Obtained prior to the employment of the person involved, including confidential files from a private or school placement file,
 - 2. Obtained in connection with a District selection process,
 - 3. Prepared by identifiable examination committee members.
- B. A unit member shall have the right to inspect such materials and permission shall be granted provided that the request is made during regular office hours, at a time when the unit member is not actually required to render services to the District.
- C. A unit member shall be provided any negative or derogatory material before it is placed in his/her personnel file. He/she shall also be given an opportunity during the school day and with compensated release time to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

Derogatory materials in a unit member's personnel file shall become a permanent record after the time to file a grievance regarding the material has lapsed or after the material was sustained by the grievance process of a grievance was filed. (Reference Title 5, California Code of Regulations, Section 16023)
- D. A unit member may have a Union representative present when he/she inspects his/her file or may authorize, in writing, a Union representative to examine the personnel file.
- E. The person or persons who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
- F. Access to personnel files shall be limited to the members of the District administration on a need-to-know basis. Board of Trustees members may request the review of a unit member's file at a personnel session of the entire Board of Trustees. The contents of all personnel files shall be kept in the strictest confidence.
- G. Administrative Work Files: Administrators may maintain work files which are not personnel files and are not available for inspection. Negative or derogatory materials contained in the administrative work files shall not serve as a basis for or affect a unit member's evaluation unless the unit member has received a copy of the materials.

Section IX Public Complaints

- A. Complaints against unit members shall be resolved through the District complaint policies and procedures.
- B. The District shall not utilize a complaint by a parent, student, or other involved person in any manner which might affect the evaluation of a unit member without first providing the following rights:

1. The complaint must be in writing and provided to the unit member.
2. Should the unit member or the principal or designee decide that there should be a meeting concerning the complaint, the principal or designee shall schedule a meeting with the complainant.
3. The unit member has the right of Union representation in such meeting with the complainant.
4. The unit member has a right to respond in writing to the complaint.
5. Information in such complaint shall not be included in the evaluation if it is subsequently proved to be untrue.

ARTICLE VII

Salaries and Benefits

Section I Salaries

A. **Certification**

1. Unit members must hold and have on file, in the District Human Resources Office and in the Marin County Office of Education, current and valid credentials and/or certificates necessary to serve in the capacity of employment offered by the District.
2. Unit members must maintain, in the District Human Resources Office, current and valid credentials and/or certificates necessary to serve in the District in the capacity for which they were employed.
3. Unit members must meet the professional growth requirements mandated by the California Education Code for credential renewal.

B. **Salary Schedule Ranges**

1. Range B
 - a. Bachelor's Degree
 - b. Appropriate California credential
2. Range C
 - a. Range B eligibility
 - b. Twenty-four (24) additional semester units
3. Range D
 - a. Range C eligibility plus twelve (12) additional semester units OR
 - b. Master's degree

C. **Salary Schedule Placement**

1. All unit members other than counselors shall be placed on **Salary Schedule A**; counselors shall be placed on **Salary Schedule B**.
2. Part-time Employees - Unit members employed at less than full time shall be compensated at one fifth (1/5) salary of their placement on the regular salary schedule for each period taught.
3. Extended School Day Assignments - Unit members who volunteer to teach an additional period beyond their regular work day shall be compensated at one-fifth (1/5) salary of their placement on the regular salary schedule for each period taught.
4. Units earned in the following manner will be accepted for salary classification purposes:
 - a. Any university or college courses carrying credit.

- b. Courses in specialized schools.
 - c. In-service courses taken prior to hire which are directly connected to the skills, knowledge and training required for the position as determined by the Superintendent.
 - d. Units earned prior to receiving a Bachelor's Degree beyond those required for the degree shall be applied towards Ranges C and D.
 - e. One quarter unit equals 2/3 (0.67) semester unit. Whenever referred to, units are semester units.
 - f. A college or university continuing education unit (CEU) is equal to one semester unit.
5. An official transcript or record of college or university courses (or eligible in-service courses) shall be submitted to verify completion of such work.
 6. Credit is given for a maximum of seven (7) years of previous full-time teaching experience. Maximum initial salary placement will be on step eight (8).
 7. A one year increment for initial salary schedule placement will be granted for unit members who worked full time for at least seventy-five per cent (75%) of a full year assignment (public or private school).
 8. One year of increment for initial salary schedule placement will be granted for each twelve (12) months of military service (not to exceed three (3) years) provided the unit member was the holder of a valid California teaching credential prior to entering the armed services.
 9. Whenever a year is referred to in determining credit for outside experience, it is hereby defined as not less than seventy-five per cent (75%) of the service which the school district in which the unit member was formerly employed required of a regular full-time teacher.
 10. Unit members have ninety (90) calendar days after the first day of service in which to challenge their placement.
 11. At the time of initial employment in a temporary or probationary position, the District shall provide temporary employees with a copy of Education Code Sections 44918 and 44954, and probationary employees with a copy of Education Code Section 44929.21. The failure to provide any employee with these Sections shall not confer any rights or remedies on the employee that he or she would not otherwise have by law.
 12. The initial step placement for Applied Technology teachers shall be guided by **Appendix T**.

D. Salary Schedule Advancement

1. Official transcripts for course work completed during the school year must be submitted to the Human Resources Office by June 1 to qualify a unit member for salary schedule advancement for the following year.

If a unit member anticipates advancement to a higher salary schedule range by completing course work after June 1 or over the summer, the following procedures and time lines apply:

- a. Submits application for change in salary schedule range placement to the Human Resources Office before June 1 of the preceding year. **(Appendix U)**
- b. Submits to the Human Resources Office prior to the second Friday of October of the school year in which the classification change is to be effective, documents verifying satisfactory

completion of the work indicated above.

2. A unit member not on the maximum salary for his classification who has served a complete school year in paid status in the school year immediately past, shall be granted an annual increase of one (1) increment in his classification unless otherwise provided herein.
3. A complete school year for salary purposes shall be at least seventy-five per cent (75%) of the required working days for any school year. (**Appendix MM**)
4. Following a lateral movement from range to range, no more than one (1) year shall be credited for vertical movement.

A unit member on Step 12 of Range B or Range C who qualifies for Range D, and has earned credited years of service since reaching Step 12 of Range B or Range C, shall receive credit for those earned years when moved to Range D.

E. Salary Payment (Range B, C, or D)

1. A unit member on an annual salary basis will be paid in twelve (12) installments. Salary payments will commence the last working day in August. July's installment will be paid on the last working day in June.
2. Per diem is determined by dividing the unit member's annual salary by the total number of days of service required for the school year.
3. Any salary deduction for unpaid leave shall be on a per diem basis.
4. A unit member on a per diem or hourly basis shall be paid each calendar month.

F. National Board Certification (NBC)

Unit members who have achieved National Board certification shall be paid a stipend of \$1,000 per year while employed by the District provided their National Board certification remains valid.

G. Tax Sheltered Annuities (TSA)

A unit member may elect to have a deduction from his/her salary placed in a District approved Tax Sheltered Annuity by submitting the appropriate District forms to the Business Office. Unit members are personally responsible for compliance with all legal requirements relating to TSAs, including eligibility and amount deducted.

Section II Equivalency Credit

A. General Statement

In addition to college or university credit course work, it shall be the policy of the District to grant credit toward horizontal placement on the certificated salary schedule for non-credit college or university course work or district-approved workshops under the following requirements and procedures:

B. Non-Credit or University Course Work Requirements

1. Prior approval of the Superintendent or designee is required.
2. Course work is directed by a qualified instructor (e.g., M.A., Ph.D., credentialed, or eminent in the field).

3. Course is associated with, sponsored by, or an extension of a recognized college or university.
4. The subject matter of the course is clearly associated with the applicant's major/minor field, or applicant's employee assignment.
5. The course is not repetitive.
6. The course is undertaken without additional salary.
7. A written report, or verification of completion of the course must be submitted.
8. Fifteen (15) hours of course class time will be equivalent to one (1) semester unit, rounded off to the nearest 0.5 unit.

C. District-Approved Workshops

1. Must be approved in accordance with the criteria defined in 2. through 9. below and in the District Staff Development Policy.
2. Prior approval of the Superintendent or designee is required.
3. Subject matter of the workshop must be clearly associated with the applicant's major /minor fields or applicant's employee assignment.
4. The workshop is non-repetitive.
5. The workshop is undertaken without additional salary and without the use of a release day.
6. The activity involves two or more participants.
7. A written report, or verification of completion of the applicant's participation in the workshop must be submitted.
8. Fifteen (15) hours of workshop participation will be equivalent to one (1) semester unit, rounded off to the nearest 0.5 unit.
9. A unit member may earn credit for a workshop if the District pays the registration fee.

D. Application Procedure

1. Any unit member applying for equivalency unit credit must complete an Equivalency Unit Application form (available in the Human Resources Office) for such credit prior to the date of the commencement of the activity granting such credit.
2. Subsequent to such a request, the Superintendent or designee will evaluate the application, and estimate the number of equivalency units to be granted upon completion of the non-credit college or university course or District-approved workshop.
3. In order to qualify for advanced placement on the salary schedule, a non-credit college course or District-approved workshop must have been completed before the first day of school in the school year for which such credit is to be granted.
4. A written report, or verification of completion of the non-credit college or university course work or District-approved workshop must be submitted prior to the second Friday of October of the school year for which such credit is to be granted.

Section III Extended School Year

- A. The District will retain full discretion over the number of unit members employed for more than a one hundred and eighty six (186) day school year.
- B. Full-time counselors shall work a one hundred and ninety four (194) day school year and be compensated on Salary Schedule B. Counselors who work less than full time shall work additional days in proportion to their percentage of FTE and shall be compensated on Salary Schedule B; any additional days worked shall be compensated at their per diem rate.
- C. Any unit member other than a counselor who is authorized to work more than one hundred eighty six (186) days shall be compensated at their per diem rate.
- D. This Section does not apply to the State/District funded Staff Development Buy-Back Day Program. **(see Appendix Z)**
- E. As permitted by law, unit members employed during the District's regular school year and the District's summer school session shall have their taxes withheld at the rate specified on the W-4 Form submitted by the employee to the Payroll Office, for both the regular school year and the summer school session.

Section IV Teacher Leaders

- A. The District will retain full discretion over the number, term, and type of teacher leader/program positions offered during each school year.
- B. The District will allocate teacher leader positions as follows:
 - 1. Comprehensive schools - up to twenty (20) each.
 - 2. Alternative schools - up to two (2) each.
 - 3. District level - up to eleven (11).
 - 4. Additional leadership positions may be added at the discretion of the District.
- C. Job descriptions and evaluation procedures for Teacher Leaders are provided in **Appendix V**. Candidates will be chosen on the basis of those job descriptions.
- D. Teacher Leader terms shall be for three (3) years. Other designated leadership positions may have shorter terms.
- E.
 - 1. Filling teacher leader positions shall be by application and interview. Interview teams shall consist of not less than one administrator, one unit member from the department or program and one unit member chosen by the Union, and not more than two administrators, three unit members from the department or program, and one unit member chosen by the Union.
 - 2. If there is only one applicant for a particular teacher leader position and that applicant is satisfactory to site administration, the interview may be waived if both parties agree. The District shall have final discretion over selecting the candidate.
- F. Teacher Leader Compensation:
 - 1. Teacher Leaders will be compensated as follows:

Less than 5 teachers in department	Salary Schedule C, Range L
5-8 teachers in site department	Salary Schedule C, Range F

9-12 teachers in site department	Salary Schedule C, Range K
13 or more teachers in site department	Salary Schedule C, Range L

Site department members are those teachers who are employed in a department for a minimum of 0.4 full time equivalent. (0.4 FTE)

2. Teacher leader positions may be shared between two (2) unit members with one Teacher Leader attending to the instructional concerns of the position and the other attending to its clerical tasks (materials and budget).
3. In such shared positions, the stipend will be divided so that one teacher attends to materials and budget and receives \$2,000 and the other teacher attends to instructional matters and receives the remainder of the stipend.
4. Stipends shall be pro-rated for service less than a full year.
5. Teacher Leaders serving site departments with five or more members will be granted a release period within their work schedule.
6. Teacher Leaders may be required to attend up to four (4) days of extra service and will be compensated for those days at the per diem rate.

G. Site-Established Leadership Positions

1. Schools may establish additional teacher leadership positions using discretionary school resources.
2. Job descriptions shall be developed for these positions.
3. School leadership positions may be shared between two (2) unit members.
4. Shared school leadership stipends shall be paid in proportion to the shared service.
5. School leadership positions shall be compensated on Salary Schedule C, Ranges A, B, C or D.

H. Teacher Leader Evaluation

1. Informal meetings shall occur, as needed, between the administrator and teacher leader to review the teacher leader job description and the teacher leader's performance.
2. The administrator, after evaluating a teacher leader's performance, may elect to release the teacher leader with thirty (30) days notice.
3. A teacher leader who has received a written notice of release from a leadership assignment may appeal the release to the Superintendent/designee. The Superintendent/designee shall consult with the teacher and the supervising administrator within ten (10) days before making a decision. The Superintendent/designee's decision shall be final.

I. Longevity Bonus

A bonus of \$1,000 net will be paid to bargaining unit members at the completion of twenty (20), twenty-five (25), thirty (30), and thirty-five (35) years of service to the Tamalpais Union High School District.

Section V Extra Service Positions

- A. The Board of Trustees retains the sole prerogative as to which positions will be staffed during any year of the term of this Agreement. Additions to the list may be made by Board action.
- B. Each of the three large high schools shall have a maximum of twelve (12) days substitute time for extra service activities. The use of this time shall be determined by each site decision-making group.
- C. If authorized by the Board of Trustees, extra service contracts shall be issued for the following positions. Extra service contracts at the alternative schools may be issued as partial stipends. Job descriptions for these positions will be developed by the District.

1. **Miscellaneous Assignments**

<u>POSITION</u>	<u>RANGE (Salary Schedule C)</u>
AVID Site Coordinator	A
Specialized BTSA Mentor	B
Link Crew	B
Mock Trial	B
Model UN	B
WebPage Coordinator	B
Yearbook	C
Drama	D
Theater Plant Coordinator	D x 3 (Fall, Spring, Summer)
General Music	D
Newspapers	L
Student Activities	L
Instructional Coaches	L
Global Studies Coordinator	L
Senior Class Advisor	\$1,200
Junior Class Advisor	\$1,000
Sophomore Class Advisor	\$ 500
Freshman Class Advisor	\$ 500

2. **Athletic Director**

- a. The District will have discretion over how many Athletic Director positions will be offered each school year.
- b. The District will have discretion over whether it offers this position for released periods plus stipend (Salary Schedule C, Range E, per position, per season).

Athletic Director (.8 FTE)

Range E (per season)

- c. Athletic Director positions will be offered first to unit members. Applicants must be qualified to perform the job as described in the job description.
- d. In the event no qualified unit members apply for any of these positions, the District may contract with non-unit members. Non-unit members selected will be paid on salary Schedule C, Range E.
- e. Please refer to the MOA of the Athletic Director work year (Appendix LL).

3. Athletics

- a. Ranges within Salary Schedule C for athletics are arrived at through administrative study using approximate number of weeks based on Marin County Athletic League (MCAL) seasons where applicable. Changes in the salary ranges for athletics will occur only after consultations between the Superintendent and the Union.
- b. No athletic coach shall receive more than one (1) extra service contract for athletic coaching during any sports season without prior approval of the Superintendent or Assistant Superintendent of Human Resources.
- c. Any coaches covered under this contract provision who have their season extended for sanctioned post-season activities beyond MCAL championships shall be paid for extra days of service at a rate per day equal to the District hourly rate (**Section VI.D.-Salary Schedule D**)
- d. Football coaches will be paid at the District hourly rate per day for two (2) weeks of spring practice.
- e. Spring football coaches must submit time sheets, with the Athletic Director's approval, to the Payroll Office no later than June 1.
- f. Add a \$500 bonus to any coach who is a TUHSD employee.

<u>COACHING POSITION</u>	<u>RANGE</u>
Baseball - Varsity	J
Baseball – Junior Varsity	H
Baseball – Frosh	G
Basketball - Varsity	J
Basketball - Junior Varsity	H
Basketball - Frosh	H
Cheerleading - Varsity (Fall)	I
Cheerleading - Varsity (Winter)	I
Cheerleading - Assistant Varsity (Fall & Winter)	G
Cross Country	G
Football - Varsity	J
Football - Assistant Varsity	H
Football - Junior Varsity	H
Football - Assistant Junior Varsity	H
Football - Frosh	H

Football – Assistant Frosh	H
Golf	G
Lacrosse - Varsity	J
Lacrosse - Assistant Varsity	H
Soccer - Varsity/Boys	H
Soccer - Varsity/Girls	I
Soccer – Junior Varsity/Boys	G
Soccer – Junior Varsity/Girls	H
Softball - Varsity	J
Softball - Junior Varsity	H
Swimming - Varsity	I
Swimming - Assistant	G
Tennis / Boys	H
Tennis / Girls	G
Track - Varsity	J
Track - Assistant	H
Volleyball - Varsity/Boys	I
Volleyball - Varsity/Girls	H
Volleyball – Junior Varsity/Girls	G
Volleyball – Frosh/Girls	G
Water Polo - Varsity/Boys	H
Water Polo – Assistant Varsity/Boys	G
Water Polo - Varsity/Girls	H
Water Polo – Assistant Varsity/Girls	G
Wrestling	J
Wrestling – Assistant	H

D. Post High School Letters of Recommendation

Teachers will be compensated \$30 per student for the sixth and subsequent students for whom they write letters of recommendation for a post high school purpose. Teachers will submit verification for all letters written to their site principal.(See Appendix JJ – Format Template)

E. Home and Hospital Compensation

The compensation for Home and Hospital instructors shall reflect the negotiated hourly compensation rate as defined in this agreement.

Section VI Salary Schedules

A. **Schedule A - Teachers**

Salary Schedule A (189 days) can be found in **Appendix Y**. Salary Schedule A includes three (3) Staff Development Buy-Back Days. (**Reference Memorandum of Agreement, Appendix Z**)

B. **Schedule B - Counselors**

Salary Schedule B (197 days) can be found in **Appendix Y**. Salary Schedule B includes three (3) Staff Development Buy-Back Days and three (3) Cum folder review days. (**Reference Memorandum of Agreement, Appendix Z**)

C. Schedule C - Teacher Leader / Extra Service / Coaching Positions

TEACHER LEADER / EXTRA SERVICE

Range A	\$1000
Range B	2000
Range C	3000
Range D	4000
Range E	4750 (per semester)
Range F	4500
Range K	6000
Range L	12,000

COACHING

Range G	2100
Range H	2300
Range I	2500
Range J	2975

D. Schedule D - Hourly

\$45.00	2014-15
\$46.35	2015-16
\$50.00	2019-20

Section VII Health and Welfare Benefits

A. Full-Time Employee Coverage

The District shall provide medical, dental, and vision coverage for full-time unit members and dependents up to an amount equal to the cost of the Kaiser medical plan composite rate, the Delta Dental plan, the Vision Service Plan, the Group Term Life Insurance plan and the Employee Assistance Plan. A health benefit cap for **all new** Certificated employees, commencing with the 2019-2020 school year, will be set at \$20,000.

1. Medical plans available:

- a. Kaiser Plan
- b. Blue Shield Plan

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

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

The District IRC 125 Plan contribution shall be \$25.00 per month for each unit member. The unit member may designate the District's contribution for any permissible 125 benefit, including the

payment of medical insurance costs not covered by the District, or may take the contribution in cash. The District's \$25.00 per month contribution is not creditable compensation for STRS purposes.

B. Part-Time Employee Coverage

1. Unit members regularly assigned to work less than 0.6 FTE will receive the benefits in Section A at District expense in proportion to their FTE. The unit member shall pay the remaining cost of such benefits by payroll deduction.
2. Unit members regularly assigned to work 0.6 FTE or greater will receive the benefits in Section at District expense.
3. Unit members on Reduced Workload Assignment (Brown Act) and unit members for whom a portion of their service has been contracted to another district or agency shall receive the benefits in Section A at District expense if their FTE was 0.6 or greater upon entry into the program.

C. Married Couple Coverage / Domestic Partner Coverage

1. Unit members who are married to each other or are domestic partners registered with the District who choose the same medical plan shall be covered by one family premium. Unit members who are married to each other or are domestic partners registered with the District shall be covered by one premium for all other benefits.
2. Effective July 1, 2003, married unit members or unit members registered with the District as domestic partners who are both employees of the District will be entitled to only one family medical premium at District expense as set forth in Sections A and B above. If such married unit members or domestic partners choose different medical plans, the entire cost of the second plan shall be borne by the couple and paid by payroll deduction. The couple shall designate in writing from which spouse's or partner's pay warrant the premium shall be deducted. The designation must be made prior to the completion of the next medical plan Open Enrollment period.
3. Domestic partner coverage is subject to the provisions in D. below.

D. Domestic Partner Coverage

Unit members' domestic partners and their dependents shall be eligible for medical, dental and vision 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.

Registration

A Domestic Partnership shall be established for purposes of this Agreement when the unit member and the partner file a Declaration of Domestic Partnership with the State and satisfy all requirements in Section 297 of the California Family Code.

Termination

Upon termination of the Partnership, the unit member shall notify the District within thirty (30) days of the termination and provide a copy of the Notice of Termination of Domestic partnership filed with the State.

All benefits provided by this Section shall cease as of the last day of the month following receipt of the Notice of Termination of Domestic Partnership. The Notice of Termination of Domestic Partnership must be filed within thirty (30) days of the end of the Domestic Partnership. If the District suffers any loss as a result of the unit member's failure to file the notice, the unit member shall be liable to the

District for actual loss engendered by the failure to receive notice that the Domestic Partnership has been terminated.

Application and Terms

Coverage under this section for Domestic Partners is conditioned on the Domestic Partners satisfying the criteria in Section 297 of the California Family Code and upon the District receiving proof from the unit member that the Domestic Partnership has been registered with the State or a local jurisdiction consistent with law.

E. Duration of Benefits

1. Unit members who have been in paid status for 75% or more of the year and continue to be employees of the District on the last day of school shall receive District medical, dental, vision, and life insurance benefits for the months of July and August at District expense to the extent paid by the District during employment.
2. Unit members who have been laid off shall be entitled to participate in the District medical, dental, and vision programs for up to thirty-seven (37) months following layoff, at the unit member's expense.
3. Unit members who have been in paid status for 75% or more of the year and are either terminated or resign effective at the close of the school year shall receive District medical, dental, vision, and life insurance benefits for the months of July and August at District expense to the extent paid by the District during employment.

F. Retiree Coverage

1. For the 2011-2012 school year, unit members who retire from the District with ten (10) years of service in the District shall receive until the retiree reaches age sixty-five (65) the medical, dental, and vision coverage offered each year to current employees if the providers include retirees in such plans.

Effective July 1, 2012: Retirees shall receive the same medical, dental, and vision benefits as paid for current employees from ages 60 until 65. The District contribution shall be at the same level provided current employees from ages 60 until 65. Any amount in excess of the District contribution for current employees shall be paid by the retiree. Retirees from the ages of 55 through 59 are eligible to continue on the district medical, dental, and vision plans at the expense of the retiree. The retiree is responsible for continuous payment via an automatic debit system. Retiree will be dropped from plan if payment is 60 days or more late. Retirees who have been continuously enrolled in the District medical, dental, and vision plans at their own expense from ages 55 until 59 are eligible to remain on the District plan from ages 60 until 65 with the District contribution provided by the District at the same level as is provided by the district for current employees. Once a retiree of any age is dropped or withdraws from the plan for any reason, he or she is not eligible for re-enrollment.

If retirees are not included in such plans, then the retiree is entitled to receive medical, dental, and vision coverage available to retirees from the same providers.

For eligible retirees, the District will contribute toward the cost of the retiree's medical, dental, and vision benefits an amount equal to the sum contributed for medical, dental, and vision coverage for full-time unit members under Section A. For unit members who worked part-time immediately prior to retirement, the District's contribution will be prorated as provided under Section B. Any amount in excess of the District's contribution for retiree coverage shall be paid by the retiree in advance on a monthly basis.

This provision applies to unit members hired by the District after January 18, 2000. Unit members hired by the District prior to January 18, 2000 will receive these benefits after five (5) years of service in the District.

2. Unit members who retire from the District may obtain, at their own expense, the medical, dental, and vision coverage available to retirees under Section F.1., above to the extent allowed by law.
3. Unit members who retire from the District may, upon reaching age sixty-five (65), participate in all health and welfare programs for which they are eligible at the retiree's expense.
4. Retirees otherwise eligible under Section F.1. who live in a location which is not served by the service areas for any of the District medical, dental, and vision plans may participate in health plans where they live at District expense, prorated as provided in Section B, subject to the following:
 - a. The retiree must apply for and be accepted in a reputable health plan.
 - b. The District will contribute to the plan selected by the employee up to the negotiated CAP for health plan premiums.
 - c. The health plan organization selected by the retiree must be willing to allow the District to pay a quarterly premium rather than monthly premiums.

G. Benefits for Family Survivors

1. If permitted by the insurance providers, family survivors (spouse, dependents, domestic partner, and domestic partner's dependents) of unit members and retirees who die after their fifty-fifth (55th) birthday and who have been employed by the District for at least five (5) years shall have the option to obtain District medical, dental, and vision insurance at their own expense. This opportunity to obtain benefits will cease when the family survivors become age sixty-five (65) or are no longer eligible for the medical, dental, or vision plans.
2. Survivors must notify the District in writing of the intent to avail themselves of this opportunity within ninety (90) days of the death of the unit member.

H. District Benefits Committee

The District and the Union agree to work collaboratively, through the District Benefits Committee, to review the District's benefits program on an ongoing basis.

ARTICLE VIII

Grievance Procedure

Section I Definition

- A. A "grievance" is an allegation by a grievant that there has been a violation, misinterpretation or misapplication of this Agreement.
- B. A "grievant" is the unit member or unit members, including the Union or representatives thereof, making the allegation.
- C. "Immediate Supervisor" is the principal or program administrator, or other management person having immediate responsibility/jurisdiction over the unit member.
- D. "Day(s)" shall mean days that unit members are required to render service to the District.

Section II Purpose

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Since it is important that a grievance be processed as rapidly as possible, the time limits specified at each level should be considered to be maximum, and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

Section III Procedure

A. **Level I**

1. Informal

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

The grievant shall first discuss the matter with the administrator involved. He/she may then go to his/her immediate supervisor either; 1) individually, or 2) accompanied by a representative of the Union with the objective of resolving the matter informally. If the problem is solved, or if the grievant does not wish to take further steps, the case is closed.

2. Formal

If the problem is still unresolved after the informal level, the grievant shall, within forty (40) working days of the occurrence or knowledge of the occurrence, or ten (10) working days from failure of resolution at the informal level, whichever comes sooner, present a statement of grievance in writing to his/her immediate supervisor.

a. The written grievance should include:

- 1. A citation of the portion of this contract in issue.
- 2. A description of the grounds of the grievance, including date(s) of event(s) leading to it, and dates and outcome of any informal attempts at resolution of the grievance.

3. A statement of the reasons why the specific actions identified in Section III, A.2.a.1 above are in issue.
 4. A listing of the specific actions which the grievant desires that the school District take.
 5. A listing of the names and addresses of witnesses.
- b. After the grievance has been lodged, it may be discussed with the immediate supervisor.
1. By grievant on his/her own behalf.
 2. By grievant accompanied by another unit member.
 3. By grievant accompanied by a Union representative if the grievant so requests.
 4. Through a Union representative, only if specifically requested in writing by the grievant with copies to the Union and to the immediate supervisor.
3. The immediate supervisor shall communicate his/her decision to the grievant and his/her representative, if any, and to the Union in writing within ten (10) school days after receiving the written complaint.
 4. Either party to the grievance shall have the right to request a conference in order to resolve the grievance.
 5. If the problem is resolved, or if the grievant does not wish to take further steps, the case is closed.

B. Level II - Superintendent

1. Within five (5) school days after receiving the decision of the immediate supervisor, the grievant, or his/her representative, or the Union, may appeal the decision to the Superintendent. The appeal shall be accompanied by a copy of the decision reached at Level I
2. Within ten (10) school days after delivery of the appeal, the Superintendent or his/her designee shall investigate the grievance, giving all persons who participated in Level I and representatives, if any, an opportunity to be heard. Upon request of the Superintendent, or the unit member and his/her representatives, all parties will meet together.
3. Within fifteen (15) school days after delivery of the appeal, the Superintendent or his/her designee shall communicate his/her decision in writing, together with supporting reasons, to the grievant and, if any, to the representative of the unit member who participated at this level, to the immediate supervisor and to the Union.

C. Level III - Mediation

1. In the event the grievant is not satisfied with the decision at Level II, the Union may proceed directly to Level IV, Advisory Arbitration, or the Union may appeal the decision to mediation by completing the prescribed form and submitting it to the Superintendent or designee within five (5) days after receipt of the decision from the Superintendent.
2. Within five (5) days of receipt of the Union's appeal of the Superintendent's decision and request to proceed to mediation, the Superintendent shall notify the Union in writing whether or not the District agrees to submit the matter to mediation. If the District does not agree, the Union may proceed to Level IV, Advisory Arbitration. If the Superintendent fails to notify the Union within five (5) days, the Union may proceed to mediation without District approval.

3. Within five days of issuance of the Superintendent's notice to the Union that the District agrees to participate in mediation or, if such a notice is not issued, within five (5) days of the deadline for issuance of the notice, the parties shall agree upon a mediator, or if the parties are unable to agree, shall request the California State Mediation and Conciliation Service (CSMCS) to assign a mediator. The parties shall request the assigned mediator to schedule a mediation conference at the earliest possible mutually convenient time and location. However, in no case shall the mediation begin later than twenty (20) days after the mediator is assigned. (If the assigned mediator is unable to calendar a conference within this time frame, the parties unilaterally shall request CSMCS to assign another mediator whose schedule accommodates this time frame.)
4. The parties' representatives shall come to the mediation conference with authority to settle the grievance. The parties shall also arrange to be available for their representatives to contact for direction and authorization during the course of the mediation.
5. The mediator shall assist the parties in resolving the grievance. The mediator shall have the authority to meet separately with either party, but shall not have the authority to order the resolution of the grievance. If, after due diligence, the mediator concludes resolution is not possible, the mediator shall notify both parties in writing. However, if no resolution is reached within thirty (30) days of the first scheduled mediation conference, either party may terminate the mediation.
6. The cost of the mediator, if any, shall be shared equally by the District and the Union.

D. Level IV - Advisory Arbitration

If the grievance is not resolved satisfactorily through Level II-Superintendent or Level III-Mediation, the Union, within five (5) days, may request Level IV-Advisory Arbitration.

1. The parties shall request a list of five (5) arbitrators from the California State Mediation and Conciliation Service from which the parties shall alternately strike names to arrive at the agreed upon arbitrator.
2. The decision and award of the arbitrator shall be in writing and shall set forth opinions and conclusions on the issues submitted to him/her at the time of the hearing or in writing.
3. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, shall be accepted or rejected by a vote of the Board provided that at least four (4) Board members shall be required to reject, if the arbitrator's decision is to be rejected.
 - a. If the Superintendent intends to recommend that the Board reject the arbitrator's decision, the Union shall be notified of the Superintendent's recommendation in writing within ten (10) days after receipt of the decision.

The President of the Union and/or his/her designee and the Superintendent and/or his/her designee shall submit written briefs based on the arbitrator's decision indicating a rationale for or against the Board's acceptance of the decision. These briefs shall be presented to the Board within seven (7) days after notification to the Union.

The Board, in executive session, will discuss these briefs and have the opportunity to call in representatives of the parties for clarification on the briefs, if necessary.

- b. If the arbitrator's decision is acceptable to both parties, then the procedure above in 3.a. will not apply.

4. Each party shall bear its own costs of advocacy and the expense or fees of the arbitrator and court reporter, if any, shall be shared equally. In the event the Board votes to reject the arbitrator's decision, the expenses of the arbitrator, otherwise shared, shall be borne by the District.
5. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement.

Section IV Miscellaneous Provisions

- A. During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
- B. Time limits in these procedures may be modified by mutual agreement in writing.
- C. There shall be no reprisals of any kind taken against any grievant because of participation in the grievance procedure.
- D. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall indicate acceptance of the remedy proposed by the grievant or Union. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- E. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during school hours, release time shall be provided for that purpose.
- F. If a grievance arises from the action, or inaction, of a District administrator, the grievant shall initiate the grievance with that District administrator.
- G. The Union shall have the right to file a grievance on its own behalf, but shall not pursue a grievance on behalf of an individual unless at the request of that individual unit member.
- H. The unit member shall have the right to be represented by a person of his/her choice at any step in the procedure.
- I. If a grievance is of such clear and present nature as to require immediate action, the Union may appeal to the Superintendent and he/she may agree to waive Level I.
- J. In the event a grievance is filed on or after June 1, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.
- K. Written notices to be filed under this procedure may be hand delivered to the appropriate person or left with a person in charge of the office of the appropriate person, or mailed by certified mail, return receipt requested. If hand delivered, the date shall be counted as the date of mailing. If mailed, the week day following the date of mailing shall be counted as the date of giving notice.
- L. A file of decisions of all formal grievances shall be kept by the Office of the Superintendent in order that precedents set can be used in future grievances.
- M. The Board or its agents shall not agree to the resolution of a grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within the time limits specified in Section III.

ARTICLE IXDisciplineSection I Discipline Less Than Dismissal

- A. Disciplinary action in the form of dismissal shall be in accordance with the appropriate provisions of the Education Code.
- B. All sections of this Article shall be in accord with the California Education Code where applicable. The District shall determine whether to apply the procedures in this Article or the procedures in the California Education Code for the discipline and/or release of unit members.
- C. Discipline less than dismissal (progressive discipline) shall be of mutual benefit to unit members and the District.
- D. Unit members may be disciplined for just cause only, adhering to the following guidelines:
 - 1. The unit member shall be informed of the consequences of his/her conduct prior to the imposition of discipline, unless the safety or welfare of students or others is involved.
 - 2. A fair and objective investigation will be conducted by the District prior to the imposition of discipline.
 - 3. Disciplinary consequences shall be applied fairly and equitably.
 - 4. Disciplinary consequences shall be reasonably related to the severity of the offense.
- E. Progressive discipline shall be in accordance with the following procedures:
 - 1. In emergency situations, such as when the safety or welfare of others or disruption of the educational program is involved, a unit member may be disciplined, including suspended, without following progressive discipline procedures. In such cases, the unit member shall be paid pending the Superintendent's determination of cause.
 - 2. Progressive discipline must be based on just cause, including the reasons listed below:
 - a. Repeated abusive behavior towards students, fellow employees, or the public while performing school related duties.
 - b. Serious and/or repeated violations of the same District or school policy or regulation.
 - c. Repeated failure to follow the same administrative regulation.
 - d. Repeated failure to perform the same contractual obligation, not including items enumerated in Article VI - Evaluation.
 - e. Insubordination
 - f. Failure to supervise students
 - g. Lack of punctuality
 - h. Excessive absences and/or abuse of leave provisions, except for absences and leave provisions in accordance with this Contract.

3. The immediate supervisor or designee shall informally discuss the unit member's acts or omissions with the unit member. If an informal discussion does not correct the problem, the immediate supervisor may orally reprimand the unit member. This oral reprimand shall precede any further action (**See Appendix KK - format template**).
 4. If an oral reprimand does not correct the problem, the immediate supervisor or designee may issue a written reprimand and place it in the unit member's personnel file. The unit member retains the right to respond to this reprimand and place that response in the unit member's personnel file.
 5. If the written reprimand does not correct the problem, the immediate supervisor may issue to the unit member a written notice of proposed discipline. The notice shall include a statement describing the acts or omissions which form the basis for the disciplinary action, copies of any State laws or regulations, District or school policy, rules or regulations, or collective bargaining agreement provisions affected, copies of all dated written material, and a statement of the proposed disciplinary action.
 6. Within five (5) working days of receipt of the notice or proposed discipline, the unit member may request to meet with the Superintendent or designee to discuss the proposed discipline. The Superintendent or designee shall schedule a meeting to be held within five (5) working days of receipt of the unit member's request.
 7. At the meeting, the unit member and the immediate supervisor or designee shall have the opportunity to discuss why the disciplinary action should or should not be imposed. The Superintendent may ask such questions and conduct any investigation he/she deems necessary to reach a fair, equitable and objective determination regarding the proposed discipline.
 8. After meeting with the unit member and immediate supervisor or designee, and conducting an investigation, the Superintendent or designee shall issue his/her determination regarding whether or not to impose discipline, in the form of a written report, within ten (10) working days of the meeting.
 9. Within five (5) working days of receipt of the Superintendent's report and determination, the unit member may reply in writing to the report. Absent an emergency situation such as that described above, no discipline shall be imposed until the Superintendent has reviewed and considered the unit member's reply. Within five (5) working days of receipt of the unit member's reply, the Superintendent shall notify the unit member of his/her final determination and of imposition of the disciplinary action.
 10. The unit member is entitled to representation at any meeting held under this Article.
- F. Grievances filed alleging violations of the above Section regarding discipline less than dismissal may be filed at Level II of the Grievance Procedure.

SUMMARY OF DEADLINE DATES

	<u>Date</u>	<u>Article</u>	<u>Section</u>	<u>Page</u>
1. Salary Schedule Placement Confirmation	Nov. 1	I	III-I	2
2. District Directory Published	Nov. 1	I	III-D	1
3. Local Option Process Completed	April 30	I	XIV-A-7	6
4. Reduced Teaching Assignment				
Request to Resign Portion of Service	Feb. 1	II	I-H-4	12
5. Voluntary Transfer				
<i>Application Deadline</i>				
Transfer Request	April 15	III	I-A-9	16
6. General Leave of Absence				
<i>Application Deadline</i>				
Full Year Leave	Feb. 1	IV	II-C-4	27
Fall Semester Leave	Feb. 1	IV	II-C-4	27
Spring Semester Leave	June 1	IV	II-C-4	27
<i>Intent to Return Deadline</i>				
Full Year Leave	Feb. 1	IV	II-C-5	27
Fall Semester Leave	June 1	IV	II-C-5	27
Spring Semester Leave	March 1	IV	II-C-5	27
7. Exchange Teacher Leave				
Assignment Deadline	May 1	IV	II-I-3	31
8. Sabbatical Leave of Absence				
<i>Application Deadline</i>				
Full Year Leave	Feb. 1	IV	II-J-3-b-2	32
Fall Semester Leave	Feb. 1	IV	II-J-3-b-2	32
Spring Semester Leave	Oct. 1	IV	II-J-3-b-2	32
<i>Process/Response Deadline</i>				
Full Year Leave	April 1	IV	II-J-3-b-3	32
Fall Semester Leave	April 1	IV	II-J-3-b-3	32
Spring Semester Leave	Dec. 15	IV	II-J-3-b-3	32

	<u>Date</u>	<u>Article</u>	<u>Section</u>	<u>Page</u>
9. Retirement				
<i>Application Deadlines</i>				
Reduced Workload (Brown Act) Application and Change of Status for Following Year	Feb. 1	V	II-E	35
With Benefits/Block Incentive	Dec. 10	V	III-E	36
Resignation with Block Incentive - No Benefits	Dec. 10	V	IV-E	37
10. Procedures for Evaluation				
Evaluation Conference	Nov. 1	VI	III-A	40
Begin Data Collection		VI	III-B-2	41
Permanent - after 15 days from the 1st day of school for students				
Temporary and Probationary - after 20 days from the 1st day of school for students				
Complete Written Evaluation Report				
Less Than Satisfactory Evaluation	May 1	VI	V-A	42
Satisfactory Evaluation	May 15	VI	V-A	42
11. Salary Schedule Advancement				
<i>Application Deadline</i>				
Intent to Qualify for Change	June 1	VII	I-D-1-a	48
Verification of Completion	2nd Fri. Oct.	VII	I-D-1-b	48
12. Equivalency Credit				
<i>Application Deadline</i>				
Course/Workshop Completion	1st day of school	VII	II-D-3	50
Verification of Completion	2nd Fri. Oct.	VII	II-D-4	50

MATERNITY/CHILD REARING MATTERS

The purpose of this document is to bring together all the elements of the Agreement which relate to maternity and child rearing matters: Sick and Personal Necessity Leave, Extended Sick Leave of Absence, Critical Illness of Member of Immediate Family, Maternity Disability Leave of Absence, General Leave, and Benefits.

While great care has been taken in preparing this document, nothing stated here shall supersede or prevail over what is written in the Agreement. Teachers are encouraged to use this document in conjunction with a careful reading of the Agreement. In all cases, the actual contract language will govern.

A. Maternity Disability Leave of Absence / Personal Necessity Leave

1. A woman may use all or part of her regular sick leave both before and after childbirth upon written verification from her attending physician of the necessity of the leave because of illness or disability. The District may require this verification to be updated every thirty (30) calendar days during the sick leave period. (Article IV, Section II.D. 1 and 2)
2. A man may use up to seven (7) days of Personal Necessity Leave per school year in connection with his wife's pregnancy or after childbirth. For purposes of Personal Necessity Leave, pregnancy or post-childbirth is considered "a matter of compelling personal importance," not critical illness of a family member. (Article IV, Section I.B. 1 and 2, and Article IV, Section I.E.)

B. Extended Sick Leave of Absence

After exhausting her regular sick leave, a woman shall, upon written verification from her attending physician of the necessity of the leave because of illness or disability, be paid as salary an amount equal to the difference between her salary and the salary of her substitute teacher for up to five (5) school months. The District may require this verification to be updated every thirty (30) calendar days during the extended sick leave of absence period. (Article IV, Section I.A.2.)

C. Critical Illness of Member of Immediate Family

1. A man has up to three (3) District-paid days of leave per school year to attend to critical illness of his wife. Critical illness leave is in addition to the seven (7) days of personal necessity leave for a man and is only available if a man's wife has an abnormal pregnancy or childbirth deemed to be "a critical illness." (Article IV, Section I. B. and E.)
2. The Superintendent may grant an additional paid short term leave of absence of up to ten (10) days if requested up to ten (10) days prior to the leave. The cost of the substitute teacher is borne by the teacher on leave. (Article IV, Section I.C. and **Appendix E**)

D. Child Rearing Leave of Absence

1. A woman may, upon written verification from her attending physician of the necessity of the leave because of illness or disability, exhaust both sick leave and extended sick leave before applying for Child Rearing Leave of Absence. (Article IV, Section II, D. 1 and 2)
2. Child Rearing Leave is without compensation. (Article IV, Section II.E.2.)
3. If during the school year of a child's birth, a woman's Maternity/Child Rearing leave is for forty-five (45) work days or less, this leave will not count as a first year full or partial leave of absence as described below. (Article IV, Section II. E.3.)

4. If two unit members request a childrearing leave simultaneously for the same child, only one would be granted. (Article IV, Section II.E.5.)
5. For a first child, a unit member shall be granted a full or partial school year leave or a full or partial assignment leave. Whenever reasonably possible, such leaves should begin at a school semester and terminate at the end of a semester. (Article IV, Section II.E.6.)
6. For a first child, if a unit member wants both a second and a third year leave, the leaves in both the second and third years shall be limited to full year partial leaves with the unit member working at least 0.6 FTE in each year (Article IV, Section II.E.7.)
7. Upon written request, the third year partial leave allowed for a first child may be deferred and applied to the leave allowed for a second child. (Article IV, Section II.E.7.c.)
8. For a second child, a unit member shall be granted a full or partial school year leave or a full or partial year assignment for the first year. (Article IV, Section II.E.8.a.)
9. A second year leave for a second child shall be limited to a full year partial leave, with the unit member working at least 0.6 FTE for the year. (Article IV, Section II.E.8.b.)
10. When a unit member has had a childrearing leave for five (5) consecutive years, an additional childrearing leave shall be considered only if it is a partial leave, with the unit member required to work 0.6 FTE or 0.8 FTE. Such leaves shall be granted at the District's discretion. (Article IV, Section II.E.9.)
11. The District, at its discretion, may grant a full or partial general leave of absence to a unit member after two (2) or more consecutive full or partial years of Child Rearing Leave. (Article IV, Section II.E.10.)

E. Benefits

1. Each unit member shall receive full benefits during periods of regular Sick Leave, Maternity Disability Leave, Extended Sick Leave, and Personal Necessity Leave.
2. A unit member is entitled to an additional twelve (12) weeks of Health and Welfare benefits after her period of maternity disability has ended. (Article IV, Section II.D.4.)
3. A unit member may continue District benefits during leaves at her/his own expense. (Article IV, Section II.A.3.)
4. A unit member will receive District paid benefits during Extended Sick Leave of Absence. After exhausting Sick Leave and Extended Sick Leave, the District will continue to pay for benefits until the end of the school year in which the illness occurs. (Article IV, Section I.A.1.)

F. Other

Copies of the guide to the rights and options document, "Hooray, I'm Pregnant! What About My Job?" may be obtained from the Assistant Superintendent, Human Resources.

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

MEMORANDUM OF AGREEMENT
between
TAMALPAIS UNION HIGH SCHOOL DISTRICT
and
TAMALPAIS FEDERATION OF TEACHERS

Maternity Disability Differential Pay

This agreement is entered into by and between the Tamalpais Union High School District ("District") and the Tamalpais Federation of Teachers ("Union").

For the 2009-10, 2010-11, and 2011-12 school years, the amount to be deducted from a unit member's salary in a maternity disability differential pay situation shall not exceed the daily rate of a long-term substitute (B-1 on the TFT salary schedule). Any certificated staff whose pay during the 2009-10 school year was deducted more than the maximum specified in the MOA shall be reimbursed for the excess deduction.

The District and the Union will evaluate the cost to the District of this MOA during the 2011-12 school year.

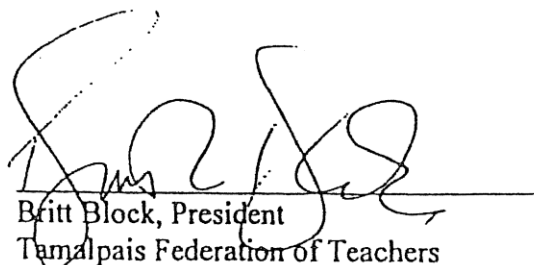
This agreement will sunset on June 30, 2012, unless both parties mutually agree to continue the terms of this MOA.



Laurie Kimbrel, Superintendent
Tamalpais Union High School District

2/25/10

Date



Britt Block, President
Tamalpais Federation of Teachers

2/25/2010

Date

PROVISIONS PARTICULAR TO PART-TIME UNIT MEMBERS

The purpose of this Appendix is to bring together all the elements of the Agreement which relate to part-time employment.

Nothing stated in this Appendix shall supersede or prevail over what is written in the Agreement. Teachers are encouraged to use this document in conjunction with a careful reading of the Agreement. In all cases, the actual contract language will govern.

For the purpose of the Agreement, a part-time unit member is one who works less than 1.0 FTE for one semester or for a full school year. If any provision (excluding compensation, regular sick leave days, catastrophic illness / injury program, or health / welfare benefits) of this Section poses a hardship on a unit member working less than 0.6 FTE, that unit member may request an accommodation from his/her principal. The accommodation may not be reasonably denied. (*reference Article II, Section VI*)

A. Standard Work Day

1. Part-time unit members shall be assigned conference period time in proportion to the number of periods he/she teaches. (*reference Article II, Section I.C.1.b.*)
2. Class schedule assignments for part-time unit members shall be at the discretion of the principal upon consultation with department / program chairs. (*reference Article II, Section I.C.1.e.*)
3. Part-time unit members shall be required to report to school fifteen (15) minutes before the beginning of his/her first class or regular assignment or conference period and shall remain at school at least fifteen (15) minutes following the end of the regular assignment or conference period.

This also pertains to final exam days when the standard school day is shorter.

This time period shall constitute the unit member's regular workday except for 1) conferences concerning students which cannot be scheduled during this time, and 2) school and district department and staff meetings.

For counselors and special education / DIS teachers, this time period shall constitute the regular workday except for 1) conferences concerning students which cannot be scheduled during this time, and 2) school and district department and staff meetings. For counselors, specific hours of work shall be mutually agreed upon by the unit member and the principal. (*reference Article II, Section I.C.5.*)

4. Part-time unit members shall attend one "Back-to-School Night" and one "Open House" per year. A minimum day shall be provided in each school on each of these days. (*reference Article II, Section I.C.7.*)

B. Meeting Responsibilities

1. Part-time unit members shall attend a partial amount of time at each staff meeting in proportion to their FTE, or shall attend a partial number of staff meetings in proportion to their FTE. (*reference Article II, Section I.E.1.*) Part-time unit members wanting to attend meetings above the required amount of time stipulated here, an **optional** provision is provided allowing them to attend additional staff meetings throughout the school year and receive per diem compensation for attendance. Part-time unit members shall submit their intentions of attending additional meetings to their direct supervisor at the beginning of each school year. (**Appendix HH**)

2. All unit members, full or part-time, shall attend the two (2) scheduled district-wide department meetings. (*reference Article II, Section I.E.2.*)
3. Part-time unit members shall be required to attend all Staff Development Days for the full day. They shall be compensated on a full-time basis for those days.

C. Other Responsibilities

1. Student Activity Event Supervision

Part-time unit members shall be assigned, in proportion to their FTE, on an equitable basis, to organize, supervise and/or assist in up to three (3) student activity events per year. (*reference Article II, Section I.F.A.*)

2. Supervision of Unscheduled Students

Part-time unit members may be assigned, in proportion to their FTE, one conference period (or the equivalent) per week for the supervision of unscheduled students according to a school site plan. (*reference Article II, Section I.C.4.*)

D. Salaries and Benefits

1. Part-time unit members shall be compensated at one-fifth (1/5) salary of his/her placement on the regular salary schedule for each period taught. (*reference Article VII, Section I.C.2.*)
2. When part-time teachers are required to attend Teacher Work Days for the full day, they shall be compensated on a full-time basis. (*reference Article II, Section I.A.7.*)

Part-time unit members shall be compensated on a full-time basis for required attendance on Staff Development Days.

3. Health and welfare benefits shall be provided by the District proportional to FTE for unit members working less than 0.6 FTE. Unit members working 0.6 FTE or greater shall receive full benefits provided all other employees. (*reference Article VII, Section VII.B.*)

E. Sick Leave of Absence

Part-time unit members shall be entitled to sick leave of absence in the same ratio that their employment bears to full-time employment. (*reference Article IV, Section I.A.1.a.*)

**TAMALPAIS UNION HIGH SCHOOL DISTRICT
Personnel Services**

**APPLICATION FOR VOLUNTARY TRANSFER - CERTIFICATED
Article III, Section I.B.**

Name: _____ Date: _____

Current School: _____ Current FTE: _____

Current
Assignment: _____

I. Transfer Request (A unit member may not transfer more than once every two years. Article III, I.A.6)

I would like to be considered for a transfer to: (List all schools and subject areas of interest for which you are credentialed.)

School(s): _____

Subject
area(s): _____

II. Credentials

I hold the following credentials and/or subject authorizations:

III. Summer Notification

From ____ **To** ____ **Telephone#** ____ **Email** ____ **Address** _____

6/15/-- 7/1/--

7/1/-- 7/31/--

8/1/-- 8/24/--

Alternate person to contact: _____

Telephone #: _____

This form must be received in the Human Resources Office by April 15 in order to be eligible for transfer opportunities for the following school year.

TAMALPAIS UNION HIGH SCHOOL DISTRICT

SHORT TERM LEAVE OF ABSENCE REQUEST

Article IV, Section I.C.

"Upon the request of the unit member, the Superintendent may grant Short-Term Paid Leaves of Absence of up to ten (10) days; Application shall be made at least ten (10) days prior to the possible leave; The unit member shall arrange transportation by the fastest means; The Unit member shall reimburse the District for the cost of the substitute teacher at the daily rate within ninety (90) calendar days of return."

1. Teacher Name: _____ **School:** _____ **Date:** _____

2. Requested Dates Of Short Term Leave: From _____ **through** _____

A. Is this leave contiguous with any other leave granted in the contract? Yes No (circle one)

B. If yes, how many total days will you be absent from work? _____

3. Reason For Leave (Use other side, or letter may be attached):

4. Reimbursement To District For Cost Of Substitute Teacher (select either A or B):

A. I agree to reimburse the District for the cost of the substitute teacher for the approved Short-Term Leave of Absence within thirty (30) calendar days of end of the leave. I will contact the District Payroll Coordinator (945-3715), for the amount owed the District.

Teacher Signature: _____

-OR-

B. I hereby direct the District to deduct the cost of the substitute teacher for the approved Short-Term Leave of Absence from my salary. The District Payroll Coordinator (945-3715), will notify me of the amount to be deducted prior to the deduction. Please deduct the amount owed over:

_____ **one month** _____ **two months** or _____ **three months**

Teacher Signature: _____ **Social Security Number:** _____ - _____ - _____

5. Submit completed form to Superintendent at least ten days prior to the leave.

6. Superintendent's Approval:

_____ **Leave is approved as requested**

_____ **Leave is not approved. Contact the Superintendent (945-3720)**

Superintendent Signature: _____

Date: _____

TAMALPAIS UNION HIGH SCHOOL DISTRICT

**APPLICATION FOR RETIREMENT
WITH BENEFITS AND BLOCK INCENTIVE – EFFECTIVE UNTIL JUNE 30, 2012**

Article V, Section III

(Please note: Retirees receive the same medical, dental and vision benefits as paid for current employees until age 65. The District contribution is the same as provided to current employees. Any amount in excess of the District contribution for current employees shall be paid by the retiree. Please consult with the Payroll Coordinator, at 945-3715 for exact amounts. This form provides no benefits beyond current contract language.)

Please accept my resignation from the Tamalpais Union High School District and retirement from service, to be effective on _____.

My resignation is contingent upon the District's acceptance of my request for the Block Incentive Program, as per Article V, Section III of the Agreement between the Governing Board of the Tamalpais Union High School District and the Tamalpais Federation of Teachers.

Signature

Date

Name (Please print)

Social Security Number

RETURN THIS COMPLETED FORM TO THE SUPERINTENDENT'S OFFICE NO LATER THAN DECEMBER 10.

A copy of this form will be returned to you after acceptance and signature by the Superintendent.

Resignation and request for Retirement with Benefits and Block Incentive are accepted.

Superintendent

Date

TAMALPAIS UNION HIGH SCHOOL DISTRICT

APPLICATION FOR RETIREMENT
WITH BENEFITS AND BLOCK INCENTIVE – EFFECTIVE BEGINNING JULY 1, 2012

Article V, Section III

(Please note: Retirees receive the same medical, dental and vision benefits as paid for current employees from ages 60 until 65. The District contribution shall be the same level provided to current employees from ages 60 until 65. Any amount in excess of the District contribution for current employees shall be paid by the retiree. Retirees from the ages 55 through 59 are eligible to continue on the District medical, dental, and vision plans at the expense of the retiree. The retiree is responsible for continuous payment via an automatic debit system. Retiree will be dropped from plan if payment is 60 days or more late. Once a retiree is dropped or withdraws from the District plan, he/she is not eligible for re-enrollment. Please consult with the Payroll Coordinator, at 945-3715 for exact amounts. This form provides no benefits beyond current contract language.)

Please accept my resignation from the Tamalpais Union High School District and retirement from service, to be effective on _____.

My resignation is contingent upon the District's acceptance of my request for the Block Incentive Program, as per Article V, Section III of the Agreement between the Governing Board of the Tamalpais Union High School District and the Tamalpais Federation of Teachers.

Signature

Date

Name (Please print)

Social Security Number

RETURN THIS COMPLETED FORM TO THE SUPERINTENDENT'S OFFICE NO LATER THAN DECEMBER 10.

A copy of this form will be returned to you after acceptance and signature by the Superintendent.

Resignation and request for Retirement with Benefits and Block Incentive are accepted.

Superintendent

Date

WHAT IS GOOD TEACHING

TAMALPAIS TEACHER SKILLS AND DESCRIPTORS CLASSROOM TEACHER

based on,

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION (CSTP) - July 1997
(Copies available from school secretaries)

and

CALIFORNIA EDUCATION CODE: Section 44662-Evaluation and Assessment Guidelines

and

**TAMALPAIS TEACHER - SKILLS AND DESCRIPTORS
WHAT IS GOOD TEACHING? - June 2000**

THE TAMALPAIS TEACHER:

I. PROGRESS OF STUDENTS TOWARDS ACHIEVING ESTABLISHED STANDARDS

Assessing Student Learning*

- Establishes and communicates learning goals for all students
- Involves and guides all students in assessing their own learning
- Uses the results of assessment to guide instruction
- Communicates with students, families and other audiences about student progress
- Collects and uses multiple sources of information to assess student learning
- Takes responsibility for improving the performance of all students
- Assists students in making progress toward meeting established District standards of achievement

II. INSTRUCTIONAL TECHNIQUES AND STRATEGIES

Engaging and Supporting All Students In Learning*

- Connects students' prior knowledge, life experience, cultural understanding, and interests with learning goals
- Uses a variety of instructional strategies and resources to respond to students' diverse needs
- Facilitates learning experiences that promote autonomy, interaction and choice
- Engages all students in problem solving, critical thinking and other activities that make the subject matter meaningful
- Promotes self-directed, reflective learning for all students

- Connects classroom learning to the outside world
- Enjoys working with adolescents
- Creates opportunities for students to excel
- Communicates high expectations for all students

Planning Instruction and Designing Learning Experiences for All Students (CSTP 4)

- Draws on and values students' backgrounds, interests and developmental learning needs
- Establishes and articulates goals for student learning
- Develops and sequences instructional activities and material for student learning
- Designs short-term and long-term plans to foster student learning
- Modifies instructional plans to adjust for diverse, and/or individual student needs including, but not limited to, special education, ESL and 504 students
- Provides instruction including, but not limited to, lessons, discussions, activities, practice, modeling, demonstrations, teacher presentation and teacher questioning

III. ADHERENCE TO CURRICULAR OBJECTIVES

Understanding and Organizing Subject Matter for Student Learning*

- Demonstrates knowledge of subject matter content and student development
- Organizes curriculum to support student understanding of subject matter
- Inter-relates ideas and information within and across subject matter areas
- Develops student understanding through instructional strategies that are appropriate to the subject matter
- Uses materials, resources, assignments, and technology to make subject matter accessible to students

IV. ESTABLISHMENT AND MAINTENANCE OF A SUITABLE LEARNING ENVIRONMENT

Creating and Maintaining Effective Environments for Student Learning*

- Creates a physical environment that promotes learning and engages all students
- Models and promotes fairness, equity and respect
- Promotes social development and group responsibility
- Establishes and maintains standards for student behavior
- Plans and implements classroom procedures and routines that support student learning
- Is organized for, and uses instructional time effectively
- Is enthusiastic about teaching

- Is aware and sensitive to what is happening in the classroom at all times
- Demonstrates good rapport with students both in and out of class

V. PROFESSIONAL DEVELOPMENT

Developing as a Professional Educator*

- Reflects on teaching practice and planning professional development
- Works with families to improve professional practice
- Works with colleagues to improve professional practice
- Balances professional responsibilities and maintains motivation
- Works with communities to improve professional practice
- Establishes professional goals and pursues opportunities to grow professionally
- Uses technology when appropriate

VI. PROFESSIONAL CONDUCT

Professional Conduct

- Participates in student activities
- Maintains a balance between personal and professional roles
- Contributes to the improvement of the department/program, school, district and profession
- Communicates with, and relates well to, parents, students, staff and community members
- Is a good listener
- Actively supports colleagues and contributes to department or program
- Follows district and school policies and procedures
- Contributes to a positive school culture
- Participates in school reform and improvement efforts
- Actively participates in district and school governance and planning
- Treats everyone fairly
- Is open and honest
- Demonstrates sound judgment in dealing with people and issues
- Acts as a positive role model for students and colleagues
- Responds productively to constructive criticism

* CSTP Standards 1-6

**TAMALPAIS TEACHER
SKILLS AND DESCRIPTORS
COUNSELOR**

THE TAMALPAIS COUNSELOR:

I. MAINTENANCE OF A SUITABLE LEARNING CLIMATE (as it relates to Counseling)

- Is enthusiastic about counseling and enjoys working with adolescents
- Is aware of and sensitive to what is happening in the school and its impact on students
- Demonstrates the ability to view the counseling environment as extending beyond the counseling office
- Demonstrates a genuine respect for all students
- Provides feedback and encouragement to all students
- Relates to, and has good rapport with, students both in and out of the counseling office
- Establishes rapport with parents
- Possesses problem-solving skills and is diligent about addressing the specific needs of counselees
- Organizes time according to counseling demands
- Helps students learn effective ways to plan and give direction to their own learning
- Demonstrates sensitivity to the wide variety of social and cultural influences that affect students in a school setting
- Applies culturally appropriate techniques to enlist the aid of parents and families to support educational efforts
- Acts as a student advocate
- Guides students in developing skills for personal and social growth (e.g., self-esteem, social skills, cross-cultural communication, etc.)

II. ADHERENCE TO CURRICULUM (as it relates to Counselors)

- Is knowledgeable about alternative programs and educational options (e.g., 2+2, TEAM, Independent Study, San Andreas, Tamiscal, etc.)
- Follows appropriate referral processes for site, district, and county alternative programs
- Understands basic laws and procedures supporting special education and 504 students
- Demonstrates knowledge of the relevant laws and regulations pertaining to children, families and pupil personnel services

III. INSTRUCTIONAL METHODOLOGIES (as it relates to Counseling)

- Utilizes strategies supportive of students with special needs

- Maintains confidentiality
- Provides follow-up as appropriate to students, staff and families
- Demonstrates knowledge regarding the effects emotional, intellectual, physical and social characteristics may have on the learning performance of a diverse population
- Is aware of the influence non-cognitive factors have on assessment outcomes
- Demonstrates knowledge of the conditions that place pupils at risk, assessment procedures for evaluating risk, and interventions for preventing further problem development, including such critical areas as school failure, suicide, child abuse and alcohol and other drug abuse
- Utilizes methods and techniques of resolving conflicts among students, teachers and families
- Utilizes individual and group counseling techniques that promote pupil success
- Coordinates the multi-disciplinary team approach to involve all school personnel in providing services to students

IV. PROGRESS TOWARD EXPECTED STANDARDS OF ACHIEVEMENT (as it relates to Counseling)

- Monitors and advises students on their curriculum / career plans
- Helps students learn effective ways to plan and direct to their own learning
- Enables students to accept responsibility for their own learning
- Demonstrates skills in interpreting assessment results
- Assists students in developing appropriate academic and career plans
- Ensures that all students receive equitable treatment as related to appropriate course selection for post-secondary education / career training opportunities

V. PROFESSIONAL DEVELOPMENT

- Takes responsibility for and is involved in a process of continual professional growth
- Responds productively to constructive criticism
- Shares and uses counseling knowledge and skills with colleagues
- Stays current regarding college and university admission requirements and financial assistance

VI. PROFESSIONAL CONDUCT

- Participates in student activities
- Maintains a balance between personal and professional roles
- Contributes to the improvement of the school, District, and profession
- Communicates with, and relates well to, parents, students, staff, and community
- Is a good listener

- Actively supports colleagues
- Actively participates and contributes to one's department or program
- Follows District and school policies and procedures
- Contributes to a positive school culture
- Supports change
- Actively participates in District and school governance and planning
- Provides a positive role model for students and colleagues
- Treats everyone fairly
- Is open and honest
- Demonstrates objectivity in dealing with people and issues

**TAMALPAIS TEACHER
SKILLS AND DESCRIPTORS
LIBRARY MEDIA TEACHER**

THE TAMALPAIS LIBRARY MEDIA TEACHER:

I. MAINTENANCE OF A SUITABLE LEARNING CLIMATE (as it relates to the Library)

- Is enthusiastic about teaching and library work
- Is aware and sensitive at all times as to what is happening in the library
- Organizes library to maximize instruction
- Encourages students to take responsibility for their learning
- Supports opportunities for student collaboration, decision making, team building, leadership, and other transferable skills
- Demonstrates the ability to view the learning environment as extending beyond the library
- Supports opportunities for students to debrief lessons, have a say in planning, and work collaboratively with each other and the teacher
- Supports lessons or units to include opportunities for students to demonstrate success and be acknowledged
- Enjoys working with adolescents
- Demonstrates a genuine respect for all students
- Provides feedback and encouragement to all students
- Encourages all students to participate
- Relates to, and has good rapport with, students both in and out of class

II. ADHERENCE TO CURRICULUM (as it relates to the Library)

- Keeps current with research, new ideas, and practices
- Provides intellectual and physical access to materials in all formats
- Is current with developments in his/her field within the school, District, and nationally
- Implements new ideas

III. INSTRUCTIONAL METHODOLOGIES (as it relates to the Library)

- Demonstrates mastery and involvement
- Conveys the discipline effectively
- Has a wide range of instructional and assessment strategies and chooses them appropriately
- Plans with primary focus on student engagement and student success

- Addresses the learning needs of all students
- Addresses learning style differences of individual students
- Creates opportunities for students to excel
- Is organized
- Instruction includes, but is not limited to, lessons, discussions, activities, practice, modeling, demonstrations, teacher presentation, and teacher questioning
- Engages students in the activity of the lesson
- Supports classroom projects assigned by teachers
- Uses appropriate questioning strategies to elicit basic facts and concepts, to encourage the exchange of ideas or information among students, and to stimulate higher level thinking
- Provides opportunities for problem solving
- Supports assignments to enhance student understanding
- Responds to student questions in a way that builds toward achieving lesson objectives
- Extends beyond the basic subject matter to bridge and reinforce knowledge from a variety of interrelated sources
- Provides learning experiences that encourage users to become discriminating consumers and skilled creators of information

IV. PROGRESS TOWARD EXPECTED STANDARDS OF ACHIEVEMENT (as it relates to the Library)

- Supports improving the performance of all students
- Communicates high expectations for all students
- Communicates to all students the expectation that they are to achieve their best
- Provides resources and activities that contribute to lifelong learning

V. PROFESSIONAL DEVELOPMENT

- Identifies and interprets legislation and policy at the local, state and national levels which affects the development of the school library media program
- Is involved in a process of continual growth
- Takes responsibility for one's professional growth
- Responds productively to constructive criticism
- Shares and uses teaching knowledge and skills with colleagues
- Engages in continuous self-evaluation and self-directed learning

VI. PROFESSIONAL CONDUCT

- Demonstrates a commitment to intellectual freedom and exhibiting ethical behavior
- Participates in student activities
- Maintains a balance between personal and professional roles
- Contributes to the improvement of the school, District, and profession
- Communicates with, and relates well to, parents, students, staff, and community
- Is a good listener
- Actively supports colleagues
- Actively participates and contributes to one's department or program
- Follows District and school policies and procedures
- Contributes to a positive school culture
- Supports change
- Actively participates in District and school governance and planning
- Acts as a positive role model for students and colleagues
- Treats everyone fairly
- Is open and honest
- Demonstrates balance in dealing with people and issues

WHAT IS GOOD TEACHING

TAMALPAIS TEACHER SKILLS AND DESCRIPTORS SPECIAL EDUCATION TEACHER

based on,

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION (CSTP) - July 1997

and

CALIFORNIA EDUCATION CODE: Section 44662-Evaluation and Assessment Guidelines

and

Marin County Office of Education Job Descriptions

THE TAMALPAIS SPECIAL EDUCATION TEACHER:

I. PROGRESS OF THE STUDENTS TOWARD ACHIEVING ESTABLISHED STANDARDS

Case Management/Assessing Student Learning

As part of the assessment planning team, develops an assessment plan within legal time lines

- Selects appropriate assessment tools in all areas of suspected disability and accurately administers, scores and interprets results
- Collects and reviews pertinent information from records, observations, parents and other members of the team
- Prepares a written report which summarizes assessment results, areas of need and general observation in language understandable to all of the IEP members and service providers
- Chairs, coordinates and completes paperwork for IEP meetings
- Establish IEP goals and objectives from identified assessment data and observations
- Communicates and monitors IEP goals, objectives, accommodations, and modifications with general education staff and service providers, as appropriate
- Correctly uses appropriate district/SELPA forms for assessment results, summaries, IEPs, consents, and notifications
- Communicates with students, families, and other team members/service providers about student progress, IEP goals and objectives within established legal time lines
- Assists students in making progress toward meeting established District standards and IEP goals and objectives within legal time lines
- Understands District and state required assessments and assists students in achieving the proficiency standards within those assessments

- Involves and guides all students in assessing their own learning and need for accommodations
- Maintain records that measure student progress
- Maintain special education student files to comply with all legal and procedural requirements

II. INSTRUCTIONAL TECHNIQUES AND STRATEGIES

Engaging and Supporting All Student in Learning

- Connects students' prior knowledge, life experience, cultural understanding, and interests with IEP goals and objectives and course content
- Uses a variety of instructional strategies and resources to respond to students' diverse needs
- Facilitates learning experiences that promote autonomy, interaction and choice within the goals of the IEP and course content
- Encourages all students in problem solving, critical thinking and other activities that make the subject matter meaningful
- Promotes self-directed, reflective learning for all students
- Connects classroom learning to the outside world, the students' transition plan and IEP goals and objectives
- Enjoys working with adolescents
- Creates opportunities for students to meet or exceed their IEP goals
- Supports, maintains and communicates high academic and behavioral expectations

Planning Instruction and Designing Learning Experiences for All Students

- Establishes and articulates goals for student learning via the IEP and/or in class
- Develops and sequences instructional activities and materials for students
- Designs short-term and long-term plans to foster student learning
- Provides instruction including, but not limited to, lessons, discussions, activities, practice, modeling, demonstrations, teacher presentation and teacher questioning
- Establishes and maintains channels of communication with home, school and related agencies
- Initiates contact with community resource agencies to support IEP goals and objectives and transition plan

III. ADHERENCE TO CURRICULAR OBJECTIVES

Understanding and Organizing Subject Matter for Student Learning

- Demonstrates knowledge of subject matter content, the learning process, and the legal framework for special education

- Organizes curriculum to support student understanding of subject matter and goals and objectives within the IEP
- Interrelates ideas and information within and across subject matter areas
- Develops student understanding through instructional strategies that are appropriate to the subject matter
- Uses materials, resources, assignments, and technology to make subject matter/content standards accessible to students

IV. ESTABLISHMENT AND MAINTENANCE OF A SUITABLE LEARNING ENVIRONMENT

Creating and Maintaining Effective Environments for Student Learning

- Creates a physical environment that promotes learning and engages all students
- Models and promotes fairness, equity and respect
- Promotes social development and group responsibility
- Utilizes strategies to promote in students a positive self-concept, self-awareness, self-discipline, responsibility, and respect for others
- Plans and implements classroom procedures and routines that support student learning
- Is organized for, and uses instructional time effectively
- Is enthusiastic about teaching
- Is aware and sensitive to what is happening in the classroom at all times
- Demonstrates good rapport with students both in and out of the classroom

V. PROFESSIONAL DEVELOPMENT

Developing as a Professional Educator

- Reflects on teaching practice and planning professional development
- Works with families to improve professional practice
- Works with colleagues to improve professional practice
- Balances professional responsibilities and maintains motivation
- Works with communities to improve professional practice
- Establishes professional goals and pursues opportunities to grow professionally
- Uses technology when appropriate
- Monitors, directs and effectively utilizes assigned classified staff and volunteers on an ongoing basis to carry out assigned duties
- Gives ongoing constructive feedback to special education support staff regarding performance of their duties

VI. PROFESSIONAL CONDUCT

Professional Conduct

- Maintains confidentiality concerning information related to students
- Observes all timelines related to special education
- Maintains appropriate student records and other records as required
- Observes legal requirements regarding suspected child abuse reporting
- Participates in student activities
- Maintains a balance between personal and professional roles
- Contributes to the improvement of the department/program, school, district and profession
- Communicates with, and relates well to parents, students, staff, and community members
- Is a good listener
- Actively supports colleagues and contributes to department or program
- Follows district and school policies and procedures
- Contributes to a positive school culture
- Participates in school reform and improvement efforts
- Actively participates in district and school governance and planning
- Treats everyone fairly
- Is open and honest
- Demonstrates sound judgement in dealing with people and issues
- Acts as a positive role model for students and colleagues
- Responds productively to constructive criticism

WHAT IS GOOD TEACHING

TAMALPAIS TEACHER SKILLS AND DESCRIPTORS DESIGNATED INSTRUCTION AND SERVICES TEACHER

based on,

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION (CSTP) - July 1997

and

CALIFORNIA EDUCATION CODE: Section 44662-Evaluation and Assessment Guidelines

and

Marin County Office of Education Job Descriptions

THE TAMALPAIS DESIGNATED INSTRUCTION AND SERVICES TEACHER:

I. PROGRESS OF STUDENTS TOWARDS ACHIEVING ESTABLISHED STANDARDS

Case Management/Assessing Student Learning

- Selects appropriate assessment tools in all areas of suspected disability and accurately administers, scores and interprets results
- Collects and reviews pertinent information from records, observations, parents and other members of the team
- Prepares a written report which summarizes assessment results, areas of need and general observation in language understandable to all of the IEP members and service providers
- Attends and participates in IEP meetings
- Establish IEP goals and objectives from identified assessment data and observations
- Utilizing approved curriculum, integrates goals and objectives into Designated Instructional Services Program that provides continuity and consistency for students
- Communicates and monitors IEP goals, objectives, accommodations, and modifications with general education staff and service providers, as appropriate
- Correctly uses appropriate district/SELPA forms for assessment results, summaries, IEPs, consents, and notifications
- Communicates with students, families, and other team members/service providers about student progress, IEP goals and objectives within established legal time lines
- Assists students in making progress toward IEP goals and objectives within legal time lines
- Understands District and state required assessments and assists students in achieving the proficiency standards within those assessments

- Understands District and state required assessments and assists students in achieving the proficiency standards within those assessments
- Involves and guides all students in assessing their own learning
- Maintain records that measure student progress
- Maintain special education student files to comply with all legal and procedural requirements

II. INSTRUCTIONAL TECHNIQUES AND STRATEGIES

Engaging and Supporting All Students in Learning

- Connects students' prior knowledge, life experience, cultural understanding, and interests with IEP goals and objectives and Designated Services
- Uses a variety of instructional strategies and resources to respond to students' diverse needs
- Facilitates learning experiences that promote autonomy, interaction and choice within the goals of the IEP
- Encourages all students in problem solving, critical thinking and other activities that make the subject matter meaningful
- Promotes self-directed, reflective learning for all students
- Connects classroom learning to the outside world, the students' transition plan and IEP goals and objectives
- Enjoys working with adolescents
- Creates opportunities for students to meet their IEP goals
- Supports, maintains and communicates high academic and behavioral expectations.

Planning Instruction and Designing Learning Experiences for All Students

- Establishes and articulates goals for student learning appropriate to the IEP
- Develops and sequences instructional activities and materials for students
- Designs short-term and long-term plans to foster student learning
- Provides instruction including, but not limited to, lessons, discussions, activities, practice, modeling, demonstrations, teacher presentation and teacher questioning
- Establishes and maintains channels of communication with home, school and related agencies

III. ADHERENCE TO CURRICULAR OBJECTIVES

Understanding and Organizing Subject Matter for Student Learning

- Demonstrates knowledge of subject matter content, the learning process, and the legal framework for special education

- Organizes curriculum to support student understanding of subject matter and goals and objectives within the IEP
- Interrelates ideas and information within and across subject matter areas
- Develops student understanding through instructional strategies that are appropriate to the subject matter
- Develops student understanding through instructional strategies that are appropriate to the subject matter
- Adapts materials, resources, assignments, and technology to meet identified IEP goals and objectives

IV. ESTABLISHMENT AND MAINTENANCE OF A SUITABLE LEARNING ENVIRONMENT

Creating and Maintaining Effective Environments for Student Learning

- Creates an environment that promotes learning and engages all students
- Models and promotes fairness, equity and respect
- Promotes social development and group responsibility
- Utilizes strategies to promote in students a positive self-concept, self-awareness, self-discipline, responsibility, and respect for others
- Plans and implements therapy procedures and routines that support student learning
- Is organized for, and uses instructional time effectively
- Is enthusiastic about teaching
- Is aware and sensitive to what is happening in the therapy sessions at all times
- Demonstrates good rapport with students both in and out of the therapy sessions
- Demonstrates effective written and oral communication skills

V. PROFESSIONAL DEVELOPMENT

Developing as a Professional Educator

- Reflects on teaching practice and planning professional development
- Works with families to improve professional practice
- Works with colleagues to improve professional practice
- Balances professional responsibilities and maintains motivation
- Works with communities to improve professional practice
- Establishes professional goals and pursues opportunities to grow professionally
- Uses technology when appropriate

VI. PROFESSIONAL CONDUCT

Professional Conduct

- Maintains confidentiality concerning information related to students
- Observes all timelines related to special education
- Maintains appropriate student records and other records as required
- Observes legal requirements regarding suspected child abuse reporting
- Provides information and consultation, as needed, to promote understanding and acceptance of students and students' needs
- Participates in student activities
- Maintains a balance between personal and professional roles
- Contributes to the improvement of the department/program, school, district and profession
- Communicates with, and relates ell to parents, students, staff, and community members
- Is a good listener
- Actively supports colleagues and contributes to department or program
- Follows district and school policies and procedures
- Contributes to a positive school culture
- Participates in school reform and improvement efforts
- Actively participates in district and school governance and planning
- Treats everyone fairly
- Is open and honest
- Demonstrates sound judgment in dealing with people and issues
- Acts as a positive role model for students and colleagues
- Responds productively to constructive criticism

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

OBSERVATION REPORT
_____ - _____ School Year

TEACHER'S NAME:

DATE:

SCHOOL: _____

OBSERVER: _____

NAME OF CLASS: _____

PERIOD OF DAY: _____

LESSON DESCRIPTION:COMMENDATIONS:RECOMMENDATIONS:SUMMARY STATEMENT:PROFESSIONAL DEVELOPMENT:*PROFESSIONAL CONDUCT:*

*Required review for 1) all temporary and probationary teachers, and 2) for any permanent teacher whose performance in either of these criteria is less than satisfactory. Specific recommendations for improved performance shall be provided as appropriate.

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

CLASSROOM TEACHER EVALUATION - STUDENT INPUT
_____ - _____ School Year

TEACHER'S NAME _____

Dear Student:

All teachers go through an evaluation process. Student input into this process is considered very useful by teachers and evaluators alike. Please respond honestly and seriously to the statements that follow. Results of the student poll will be shared with your teacher, but no student names will be associated in any way with answer sheets, so your responses will be anonymous.

Please mark all your answers on the scanner sheet except for the last two which require a written narrative. If you must erase on your scanner sheet, erase completely or your scanner sheet will be invalid.

Thank you for your participation.

MARK ANSWERS AS FOLLOWS:

A	B	C	D	E
Always or Almost Always	Often	Sometimes	Seldom	Never or Almost Never

I. Progress Of Students Toward Achieving Established Standards

1. The teacher reviews and checks for student understanding throughout the lessons and/or units.
2. Tests, projects, and assignments are frequent enough to provide an adequate evaluation of my work.
3. Tests, projects, and assignments reflect material covered in class or given as homework.
4. The teacher returns graded material to students in a reasonable amount of time.

II. Instructional Techniques And Strategies

5. The teacher encourages students to take responsibility for their work and their learning.
6. The teacher creates opportunities for students to discuss the effectiveness of a lesson.
7. The teacher tries to give equal attention to all students.
8. The teacher encourages all students to participate and gives positive feedback to students.
9. The teacher encourages all students to succeed.
10. The teacher informs students about course goals and objectives and what they are expected to learn in this class.
11. Daily lessons relate to course goals in this class.
12. On a typical day, the teacher and students are clear about what the class is trying to accomplish.
13. The teacher sets high expectations for the class.
14. The teacher teaches using a variety of instructional activities.
15. The teacher provides a variety of opportunities for me to demonstrate what I've learned.

II. Instructional Techniques And Strategies (Continued)

- 16. The teacher encourages critical thinking and new ideas.
- 17. The teacher works to improve the performance of all students.
- 18. The teacher encourages students to do their best.
- 19. The teacher adjusts lessons to improve student understanding.
- 20. In general, this teacher does a good job of teaching me.

III. Adherence To Curriculum Objectives

- 21. The teacher is well prepared in his/her subject matter.
- 22. The teacher answers questions and clarifies points.
- 23. The teacher has the ability to explain or present complex ideas so that I understand them.
- 24. The teacher uses relevant assignments that lead to understanding of material.
- 25. The teacher relates subject matter to other subjects and the world we live in.
- 26. The teacher creates opportunities for students to learn important skills such as reading, writing and speaking, working in groups, using resources and problem solving.

IV. Establishment And Maintenance Of A Suitable Learning Environment

- 27. The teacher seems to enjoy teaching.
- 28. The teacher is aware of student behavior in the classroom.
- 29. The teacher makes good use of class time.
- 30. The teacher provides opportunities for students to demonstrate learning and to be acknowledged for it.
- 31. The teacher has positive relationships with students both in and out of class.
- 32. The teacher creates a learning environment in the classroom which is orderly and pleasant.
- 33. Class rules regarding procedures and behavior are clear and consistently enforced.
- 34. The teacher is well organized.
- 35. The teacher is careful about monitoring for cheating.

V. Narratives

Teachers pay close attention to the remarks made below. Please be as specific as possible.

1. In your opinion, what does this teacher do that makes him/her effective?

2. Do you have suggestions that might help this teacher be more effective as a teacher?

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

COUNSELOR EVALUATION - STUDENT INPUT
_____ - _____ School Year

COUNSELOR'S NAME _____

Dear Student:

All counselors go through an evaluation process. Student input into this process is considered very useful by counselors and evaluators alike. Please respond honestly and seriously to the statements that follow. Results of the student poll will be shared with your counselor, but no student names will be associated in any way with answer sheets, so your responses will be anonymous.

Please mark all your answers on the scanner sheet except for the last two which require a written narrative. If you must erase on your scanner sheet, erase completely or your scanner sheet will be invalid.

Thank you for your participation.

MARK ANSWERS AS FOLLOWS:

A	B	C	D	E
Always or Almost Always	Often	Sometimes	Seldom	Not Applicable

I. Maintaining a Suitable Counseling Environment

- 1. My counselor seems to enjoy counseling.
- 2. My counselor helps with personal as well as educational concerns.
- 3. My counselor makes good use of individual counseling time.
- 4. My counselor encourages opportunities for me to utilize problem solving skills.
- 5. My counselor encourages me to take responsibility for my learning.
- 6. My counselor provides information regarding school services to help me be a better student.
- 7. My counselor encourages students to seek counseling services.
- 8. My counselor has good rapport with me.
- 9. My counselor encourages me to succeed.
- 10. My counselor encourages me to do my personal best.

II. Adherence to Curriculum (as it pertains to counseling)

- 11. My counselor is willing to help me find answers to academic issues and concerns.
- 12. My counselor encourages me to take the appropriate courses.
- 13. My counselor appears to listen and value my point of view.
- 14. My counselor has notified me if I have been deficient in credits and helped me take the necessary steps to restore my credits.
- 15. When necessary, my counselor has helped to explore additional pathways to graduation.

III. Counseling Methodologies

- 16. My counselor has assisted me with my post-high school plans.
- 17. My counselor answers questions and clarifies points.
- 18. My counselor has high expectations of me.
- 19. My counselor is organized.
- 20. My counselor is willing to work with my teachers when I am having a difficult time in class.
- 21. My counselor appears willing to spend time helping me.
- 22. When I ask my counselor, he/she appears willing to provide me with information and resources about course options and college requirements.
- 23. My counselor has been helpful with my transition to high school
- 24. My counselor helps me to explore my options in academic choices.
- 25. My counselor helps me with personal issues.

IV. Student Progress Toward Standards of Expected Achievement (as it pertains to counseling)

- 26. My counselor helps me to keep track of my graduation status.
- 27. My counselor helps me to keep track of my college requirements.
- 28. My counselor responds to my questions/concerns in a timely manner.
- 29. My counselor encourages me to enroll in courses consistent with my college or career goals.
- 30. When I have asked my counselor, he/she has helped me to obtain information about options outside the regular curriculum offerings (such as College of Marin classes and/or ROP programs).
- 31. My counselor has provided assistance with the college application process when needed.

V. Narratives

Counselors pay close attention to the remarks made below. Please be as specific as possible.

- 1. In your opinion, what does your counselor do that makes him/her effective?

- 2. Do you have any valuable information, suggestions or advice you would like to give your counselor?

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

LIBRARY MEDIA TEACHER EVALUATION - STUDENT INPUT
_____ - _____ School Year

LIBRARY MEDIA TEACHER'S NAME _____

Dear Student:

All library media teachers go through an evaluation process. Student input into this process is considered very useful by library media teachers and evaluators alike. Please respond honestly and seriously to the statements that follow. Results of the student poll will be shared with the library media teacher, but no student names will be associated in any way with answer sheets, so your responses will be anonymous.

Please mark all your answers on the scanner sheet except for the last two which require a written narrative. If you must erase on your scanner sheet, erase completely or your scanner sheet will be invalid.

Thank you for your participation.

MARK ANSWERS AS FOLLOWS:

A	B	C	D	E
Always or Almost Always	Often	Sometimes	Seldom	Never or Almost Never

I. Maintaining a Suitable Learning Environment

1. The library media teacher creates a learning environment in the library which is attractive, organized and pleasant.
2. The library media teacher creates opportunities for students to learn important skills such as reading, using resources and problem solving.
3. The library media teacher engages students in reading and viewing for understanding and enjoyment.
4. The library media teacher has a good attitude about her work.
5. The library media teacher makes effective use of individual time with me.
6. The library media teacher's relationships with students are positive and encouraging.
7. Library rules regarding procedures and behavior are clear and consistently enforced.
8. The library media teacher is aware of what is going on with students in the library.
9. The library media teacher gives equal attention to all students regardless of ability.
10. The library media teacher encourages all students to succeed.
11. The library media teacher provides opportunities for students to demonstrate learning and to be acknowledged for it.
12. The library media teacher encourages students to take responsibility for their work and their learning.

II. Adherence to Curriculum

13. The library media teacher is well prepared about library information and skills.
14. The library media teacher integrates the uses of technology for learning.
15. The library media teacher fosters information literacy skills.
16. The library media teacher is helpful in making suggestions about sources that might be useful to me.
17. Library instruction supports classroom projects.

18. The library is stimulating and interesting.
19. The library media teacher uses a variety of instructional or research strategies.
20. I feel at ease asking the library media teacher to clarify points and answer questions about accessing resources.
21. The library media teacher has the ability to explain complex ideas.
22. The library media teacher provides means to help students understand the material.
23. The library media teacher does a good job of helping me when asked.

24. The library media teacher encourages students to do their best.

25. I feel that I am doing the best that I can in the library.

Library media teachers pay close attention to the remarks made below. Please be as specific as possible.

- [illegible]

- [illegible]

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

SPECIAL EDUCATION TEACHER EVALUATION - STUDENT INPUT
_____ - _____ School Year

TEACHER'S NAME _____

Dear Student:

All teachers go through an evaluation process. Student input into this process is considered very useful by teachers and evaluators alike. Please respond honestly and seriously to the statements that follow. Results of the student poll will be shared with your teacher, but no student names will be associated in any way with answer sheets, so your responses will be anonymous.

Please mark all your answers on the scanner sheet except for the last two which require a written narrative. If you must erase on your scanner sheet, erase completely or your scanner sheet will be invalid.

Thank you for your participation.

MARK ANSWERS AS FOLLOWS:

A	B	C	D	E
Always or Almost Always	Often	Sometimes	Seldom	Never or Almost Never

I. Progress Of Students Toward Achieving Established Standards

1. The teacher reviews and checks for understanding throughout the lessons and/or units.
2. Tests, projects, and assignments are frequent enough to provide a fair evaluation of my work.
3. Tests and projects reflect material covered in class or assigned.
4. The teacher returns graded material in a reasonable amount of time.

II. Instructional Techniques And Strategies

5. The teacher encourages students to take responsibility for their work and their learning.
6. The teacher creates opportunities for students to discuss how a lesson worked.
7. The teacher tries to give equal attention to all students regardless of ability.
8. The teacher encourages all students to participate.
9. The teacher encourages all students to succeed.
10. The teacher informs students about IEP objectives and what they are expected to learn.
11. Daily lessons fit IEP goals.
12. On a typical day, the teacher and students are clear about what the class is trying to accomplish.
13. The teacher has high expectations of me.
14. The teacher uses a variety of activities.
15. The teacher provides opportunities for me to be successful.
16. The teacher encourages critical thinking and new ideas.
17. The teacher takes responsibility for improving the performance of all students.

- 18. The teacher encourages students to do their best.
- 19. The teacher is willing to adjust lessons to improve student understanding.
- 20. In general, this teacher does a good job of teaching me.

III. Adherence To Curriculum Objectives

- 21. The teacher is well prepared in his/her subject matter.
- 22. The teacher is good about answering questions and clarifying points.
- 23. The teacher has the ability to explain complex ideas.
- 24. The teacher uses assignments that lead to understanding of material.
- 25. The teacher attempts to relate subject matter to other subjects and the world we live in.
- 26. The teacher creates opportunities for students to learn important skills such as reading, writing and speaking, working in groups, using resources and problem solving.

IV. Establishment And Maintenance Of A Suitable Learning Environment

- 27. The teacher seems to enjoy teaching.
- 28. The teacher is aware of what is going on with students in the classroom.
- 29. The teacher makes good use of class time.
- 30. The teacher provides opportunities for students to demonstrate learning and to be acknowledged for it.
- 31. The teacher has good relationships with students both in and out of class.
- 32. The teacher creates a learning environment in the classroom which is orderly and pleasant.
- 33. Class rules regarding procedures and behavior are clear and consistently enforced.
- 34. The teacher is well organized.
- 35. The teacher is careful about monitoring for cheating.

V. Narratives

Teachers pay close attention to the remarks made below. Please be as specific as possible.

- 1. In your opinion, what does this teacher do that makes him/her effective?

- 2. Do you have suggestions that might help this teacher be more effective?

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

DESIGNATED INSTRUCTION AND SERVICES TEACHER EVALUATION - STUDENT INPUT
_____ - _____ School Year

TEACHER'S NAME _____

Dear Student:

All teachers go through an evaluation process. Student input into this process is considered very useful by teachers and evaluators alike. Please respond honestly and seriously to the statements that follow. Results of the student poll will be shared with your teacher, but no student names will be associated in any way with answer sheets, so your responses will be anonymous.

Please mark all your answers on the scanner sheet except for the last two which require a written narrative. If you must erase on your scanner sheet, erase completely or your scanner sheet will be invalid.

Thank you for your participation.

MARK ANSWERS AS FOLLOWS:

A	B	C	D	E
Always or Almost Always	Often	Sometimes	Seldom	Never or Almost Never

I. Progress Of Students Toward Achieving Established Standards

1. The teacher reviews and checks for understanding throughout the lessons and/or units.
2. Tests and assignments are frequent enough to provide a fair evaluation of my progress.

II. Instructional Techniques And Strategies

3. The teacher encourages students to take responsibility for their work and their learning.
4. The teacher creates opportunities for students to discuss how a lesson worked.
5. The teacher tries to give equal attention to all students regardless of ability.
6. The teacher encourages all students to participate.
7. The teacher encourages all students to succeed.
8. The teacher informs students about IEP objectives and what they are expected to learn.
9. Daily lessons fit IEP goals.
10. On a typical day, the teacher and students are clear about what the class is trying to accomplish.
11. The teacher has high expectations of me.
12. The teacher uses a variety of activities.
13. The teacher provides opportunities for me to be successful.

II. Instructional Techniques And Strategies (Continued)

14. The teacher takes responsibility for improving the performance of all students.
15. The teacher encourages students to do their best.
16. The teacher is willing to adjust lessons to improve student understanding.
17. In general, this teacher does a good job of teaching me.

III. Adherence To Curriculum Objectives

18. The teacher is well prepared in his/her subject matter.
19. The teacher is good about answering questions and clarifying points.
20. The teacher has the ability to explain complex ideas.
21. The teacher uses assignments that lead to understanding of material.
22. The teacher attempts to relate subject matter to other subjects and the world we live in.
23. The teacher creates opportunities for students to learn important skills such as speaking, working in groups, using resources and problem solving.

IV. Establishment And Maintenance Of A Suitable Learning Environment

24. The teacher seems to enjoy teaching.
25. The teacher is aware of what is going on with students in the classroom.
26. The teacher makes good use of class time.
27. The teacher provides opportunities for students to demonstrate learning and to be acknowledged for it.
28. The teacher has good relationships with students both in and out of class.
29. The teacher creates a learning environment in the classroom which is orderly and pleasant.
30. Class rules regarding procedures and behavior are clear and consistently enforced.
31. The teacher is well organized.

V. Narratives

Teachers pay close attention to the remarks made below. Please be as specific as possible.

1. In your opinion, what does this teacher do that makes him/her effective?

2. Do you have suggestions that might help this teacher be more effective?

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

SUMMATIVE EVALUATION REPORT
_____ - _____ *School Year*

NAME:

SCHOOL:

STATUS: _____ Temp _____ Prob I _____ Prob II _____ Permanent

POSITION:

EVALUATOR:

FORMAL OBSERVATION DATES:

OVERALL PERFORMANCE RATING:
_____ Satisfactory _____ Satisfactory With Improvement Needed
_____ Unsatisfactory (**Mandatory referral to PAR**)

PERFORMANCE CRITERIA

I. PROGRESS OF STUDENTS TOWARD ACHIEVING ESTABLISHED STANDARDS

Performance Rating:
Comments:

Recommendations:

II. INSTRUCTIONAL TECHNIQUES AND STRATEGIES

Performance Rating:
Comments:

Recommendations:

III. ADHERENCE TO CURRICULAR OBJECTIVES

Performance Rating:
Comments:

Recommendations:

IV. ESTABLISHMENT AND MAINTENANCE OF A SUITABLE LEARNING ENVIRONMENT

Performance Rating:
Comments:

Recommendations:

V. PROFESSIONAL DEVELOPMENT

Performance Rating:
Comments:

Recommendations:

VI. PROFESSIONAL CONDUCT

Performance Rating:
Comments:

Recommendations:

SUMMARY / CONCLUDING STATEMENT

Evaluator's Signature

Evaluatee's Signature

Date

Date

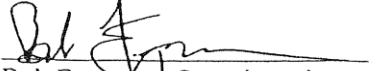
Evaluatee's signature above indicates evaluatee has received the evaluation. Evaluatee has the right to append a response of his/her own to this evaluation.

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

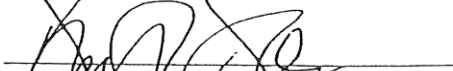
MEMORANDUM OF AGREEMENT
between
TAMALPAIS UNION HIGH SCHOOL DISTRICT
and
TAMALPAIS FEDERATION OF TEACHERS

This Trust Agreement is entered into by and between the Tamalpais Union High School District ("District") and the Tamalpais Federation of Teachers ("Union") to implement the Peer Assistance and Review ("PAR") Program as follows:

1. The parties agree to implement the PAR program in accord with Education Code sections 44500 to 44508 effective July 1, 2000. The first teachers required to participate in the program shall be those receiving an overall unsatisfactory evaluation at the end of the 1999-2000 school year.
2. The program shall be governed by document entitled Procedures for Peer Assistance and Review, December 1, 1999 ("Procedures") which was developed by a joint teacher-administration committee. The PAR governing body, the Teacher Support Steering Committee (TSSC) shall be provided maximum discretion in the implementation of the Procedures. The Steering Committee shall bring substantive changes in program procedures made during the school year to the Superintendent and the President of the Union for approval.
3. The Steering Committee shall submit recommendations for changes in the Procedures document to the District/Tamalpais Federation of Teachers Negotiations Committee annually in the spring.
4. Disputes regarding this memorandum or the Procedures shall not be grievable under Article VIII of the Agreement. Any claim that this memorandum or its Procedures have not been implemented in accord with their terms shall be presented in writing to the Teacher Support Steering Committee, established by the Procedures, with a copy to the District and the Union. If the Steering Committee is unable to resolve the claim, it shall submit a report of its deliberations to a committee consisting of the Superintendent and the President of the Union, or their designees (who may not be members of the Steering Committee) for resolution. The decision of this committee shall be final.
5. This Agreement shall remain in effect unless otherwise agreed by the parties.


Bob Ferguson, Superintendent
Tamalpais Union High School District

10/31/2006
Date


Britt Brock, President
Tamalpais Teachers

10/31/2006
Date

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

MEMORANDUM OF AGREEMENT
between
TAMALPAIS UNION HIGH SCHOOL DISTRICT
and
TAMALPAIS FEDERATION OF TEACHERS

This Agreement is entered into by and between the Tamalpais Union High School District ("District") and the Tamalpais Federation of Teachers - TFT ("Union") in response to continued unique, emergency staffing problems.

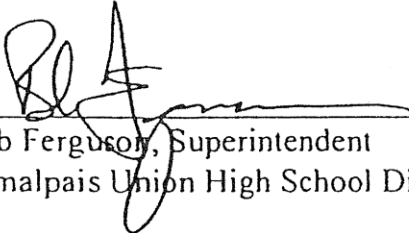
This constitutes an agreement to allow employment experience outside of education to be considered in lieu of teaching experience for purposes of initial step placement on the certificated salary schedule. This Agreement shall apply to positions in an **Applied Technology subject area only**.

- A. To allow such salary schedule credit, the candidate must be filling a position which meets the following criteria:
 - 1. The criteria for this position shall include a degree in an applied technology field such as computer science or integrated technologies and the candidate shall have such a degree.
 - 2. The criteria for this position shall include experience as a worker in the applied technology field in question, outside the field of education.
- B. The amount of experience credit granted for employment experience shall be equivalent to that granted for teaching experience of the same length of time, but not more than seven (7) years.
- C. Employment experience credit shall be granted based on the following:
 - 1. All work experience activities will be approved by the Superintendent or designee prior to credit for experience.
 - 2. Approved work must be directly related to specific skills in the subject area being taught by the teacher.
 - 3. Normally, work must have been performed under qualified supervision or management and not during self-employment.

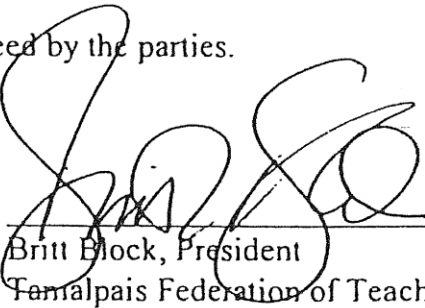
4. The bargaining unit member will describe, in writing, how their work experience directly prepared them for teaching the job description and to teach the course(s) of study.
 5. Before work experience credit is granted, documentation of time actually worked (i.e., wage stubs, time cards, etc.) must be submitted by the bargaining unit member and verified by the Superintendent or designee.
- D. The job announcement shall indicate whether the position is one which will allow salary schedule credit for work experience.

The above understandings supersede any previously adopted understandings and/or side letters on this matter.

This Agreement shall remain in effect unless otherwise agreed by the parties.


 Bob Ferguson, Superintendent
 Tamalpais Union High School District

10/30/2006
 Date


 Britt Block, President
 Tamalpais Federation of Teachers

10/30/2006
 Date

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

**APPLICATION FOR CHANGE IN SALARY
SCHEDULE RANGE PLACEMENT**

(to be submitted on or before June 1)

Article VII, Section I.D

Date: _____

It is requested that effective _____ my placement on the Salary Schedule be changed:

From Range _____ To Range _____

- ☐ I am eligible for this change in accordance with the rules and regulations of the salary schedule. Enclosed are transcripts of verification.
- ☐ I will be eligible for this change on _____. It is my intention to complete the following university or college work prior to the opening of the next school year. Transcripts verifying satisfactory completion will be submitted prior to the second Friday in October.

INSTITUTION: _____

COURSE TITLE: _____

COURSE NO: _____

UNITS: _____

Signature

Print Name

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

JOB DESCRIPTION and EVALUATION PROCESS

TEACHER LEADER

The Teacher Leader term shall be for three (3) years.

Each year, the Teacher Leader shall:

1. Confer with his/her identified supervisor to review the job description for the role,
2. Identify mutually agreeable goals for the year (or other mutually agreeable time period).
3. Review progress towards the goals at the end of the time period identified.

It is recommended that the supervisor, outgoing Teacher Leader, and newly selected Teacher Leader meet when there is a change in the position.

Teacher Leaders will provide the leadership and practical support essential for the effective function of their Department.

School

Name: _____ Department: _____

Supervisor's

Signature: _____ School Year: _____

SUGGESTED EVALUATION TIMELINE

- **September:** Confer with supervisor.
- **October:** Final Draft of goals approved by supervisor.
- **April:** Receive feedback from department members, TLC members, and review that feedback with supervisor.
- **May:** Evaluator and Teacher Leader will discuss goals for the following year. Selection process for new Teacher Leaders.
- **June:** Submit self-assessment and review current year goals with supervisor. Supervisor provides Teacher Leader with narrative evaluation and submits evaluation to Assistant Superintendent, Human Resources.

PURPOSE

The purpose of the evaluation process is to provide the Teacher Leader with information and a structure to be used for professional growth and for improving his or her practice.

EVALUATION PROCESS

- Each Teacher Leader will be evaluated once per year.
- Evaluations will be based on performance goals and on the job description.
- The Teacher Leader evaluation will be separate from that individual's contractually-mandated teacher evaluation.
- During a department meeting in April, members will be given an anonymous, confidential feedback questionnaire for the Teacher Leader. The questionnaire will be based on the Teacher Leader job description (**APPENDIX V**). The Teacher Leader will review that feedback for the purpose of finding trends or patterns for reflection. He or she will share those findings with his or her supervisor.
- The Teacher Leader will meet with his or her supervisor in May to discuss feedback, progress toward goals, and goals for the following school year.
- In June, the Teacher Leader will submit a self-assessment evaluating his or her progress toward meeting goals. After that, the supervisor will write a final narrative evaluation and will give it to the Teacher Leader.

EVALUATION GUIDELINES

1. Informal meetings shall occur as needed between the administrator and Teacher Leader to discuss challenges and to review the Teacher Leader's performance.
2. The administrator may, after evaluating the Teacher Leader's performance, dismiss the Teacher Leader with 30 day notice.
3. Any Teacher Leader who is dismissed will be granted 30 day notice prior to the dismissal date.
4. The Teacher Leader may appeal his or her supervisor's decision to the Superintendent who will consult with both the Teacher Leader and the supervisor before making a decision. The Superintendent's decision will be final.

JOB DESCRIPTION

TEACHER LEADER

DEFINITION: The Teacher Leader works collaboratively with teachers to organize and direct the instructional program for a department so that it may more effectively achieve school and district goals. The Teacher Leader works collaboratively with other Teacher Leaders, site administrative staff, and district personnel. The Teacher Leader reports to the Site Principal.

DUTIES AND RESPONSIBILITIES

Teacher Leader meeting obligations will not exceed one per week.

Department

- Plans and conducts department meetings that build staff identity, commitment to district mission, and commitment to group decisions
- Organizes, supervises, and manages the financial affairs of the department including the ordering of materials and supplies
- Communicates school and district information to teachers within department
- Assists new staff members in becoming oriented to the department
- Actively participates in the hiring process for department members as interview committee member
- Applies a set of evaluative criteria and procedures consistent with District policy to determine quality of learning materials and resources and to recommend new materials
- Models effective instruction
- Observes teaching with purpose of mentoring and coaching in order to enhance teacher development
- When appropriate, resolves academic conflict with students, parents, teachers, and school staff

School

- Actively participates in school leadership and keeps team informed of department activities and issues
- Represents teacher perspective in site level decisions
- Works collaboratively to plan and facilitate professional development within department and school
- Consults with principal regarding teaching assignments

District

- Works collaboratively to ensure a guaranteed and viable/coherent and cohesive curriculum
- Works collaboratively to establish understandings and essential questions that span courses and the discipline
- Ensures collaborative creation and implementation of an assessment system for student learning
- Facilitates the development of programs and monitors implementation of curriculum that meets the needs of all students

Inter-District Articulation

- Participates in content specific articulation with middle school teacher leaders

KNOWLEDGE, ABILITIES, SKILLS REQUIRED

Knowledge of:

- In-depth understanding of the teaching and learning process
- Subject area expertise
- Current professional literature and materials including effective schools research and Understanding by Design
- Adult learning and growth and best practices in professional development

Ability to:

- Use the District mission to guide work and decisions
- Work as a partner with students, parents, and staff to ensure that students achieve learning standards
- Critically observe teaching and apply observations to enhance teacher development

- Mentor teachers so they may more efficiently improve their practice
- Commit to a collaborative model of coaching and mentoring
- Communicate effectively, one on one, in groups, verbally, and in writing
- Facilitate meaningful discussion
- Demonstrate a sense of purpose through communication, actions, and decision-making
- Act in an adaptable and flexible manner
- Understand and facilitate the process of continuous improvement
- Develop positive, trusting relationships with a variety of stakeholders
- Demonstrate compassion, empathy, and sensitivity toward others

DESIRED QUALIFICATIONS:

- Valid California teaching credential in the subject area of assignment
- Five years of teaching experience – full time permanent TUHSD teacher
- Willingness to attend workshops, courses, and conferences relevant to continuing professional development
- Master's Degree

TERM

- 3 years, no limit on number of terms served

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

JOB DESCRIPTION

Counseling Services Leader

DEFINITION: The Counseling Services Leader works collaboratively with counselors and administration to organize and direct the counseling program for the school so that the counseling department and the school's student services programs may more effectively help students function effectively to achieve school and district goals. The Counseling Services Leader works collaboratively with Teacher Leaders, site administrative staff, and district personnel. The Counseling Services Leader reports to the Site Principal.

DUTIES AND RESPONSIBILITIES:

District

- Works collaboratively to ensure guaranteed and consistent services within the district strategic priorities that advance student social emotional development and academic achievement
- Recommends, advocates, and co-facilitates with other leaders in the implementation of new and revised policies, procedures, and practices that enhance student social emotional development and academic achievement
- Works collaboratively with counseling service leaders and administration to implement, inspect and enhance crisis response processes
- Works collaboratively with counseling service leaders and administration to implement, inspect and enhance a system of intervention for student social emotional development and academic achievement
 - Such services include the collaborating with counseling service leaders and administrators in k-8 systems to effectively and efficiently support student transition with specific focus on targeted sub-groups

School

- Actively participates in school leadership and keeps School Leadership Team informed of department activities and issues
- Consults with administration on student needs regarding the schedule
- Coordinates and manages the dissemination of course selection process information to all students
- Works collaboratively to plan and facilitate professional development within department and school
- Acts as point person with all issues related to Board Policy and Procedure information regarding student course work and credit, attendance, alternative educational options, and health, etc.
- Works collaboratively with counseling service leaders and administration to implement, inspect, and enhance crisis response processes
- Works collaboratively with counseling service leaders and administration to implement, inspect and enhance a system of intervention for student social emotional development t and academic achievement

Department

- Plans and conducts department meetings that are directly aligned to district mission and strategic priorities, school based priorities and responsibilities, and department-based decisions
- Organizes, supervises and manages the financial affairs of the department including the ordering of materials and supplies
- Communicates school and district information to counselors with department
- Assists new staff members in becoming oriented to the department
- Actively participates in the hiring process for department members as interview committee member
- Models effective counseling
- In a non-evaluative role, observes counseling with the purpose of mentoring and coaching in order to enhance counselor development
- When appropriate, mediates conflict with students, parents, teachers and school staff
- Collaborates with College & Career Center, including CCC Specialist and School to Career Liaison
- Monitors the assignment and completion of the daily functioning of the Counseling Department, including the duties and responsibilities of each member
- Coordinates and is responsible for the accurate interpretation and verification of academic records from other schools, states, and countries and their acceptance for college entrance requirements and graduation standards
- Assists with the organization and coordination of support services

KNOWLEDGE, ABILITIES, SKILLS REQUIRED:**Knowledge of:**

- In-depth understanding of the counseling and learning process relating to student learning and mental health issues
- Counseling Program expertise
- Knowledge of current professional literature and materials including effective schools research, adult learning and growth and best practices in professional development

Ability to:

- Use the District mission to guide work and decisions
- Work as a partner with students, parents and staff to ensure that students achieve learning standards
- Observe department counselors and apply observations to enhance counselor development
- Mentor counselors so they may more efficiently improve their practice
- Commit to a collaborative model of coaching and mentoring
- Communicate effectively, one on one, in groups, verbally and in writing
- Facilitate meaningful discussion
- Demonstrate a sense of purpose through communication, actions and decision-making
- Act in an adaptable and flexible manner
- Understand and facilitate the process of continuous improvement
- Develop positive, trusting relationships with a variety of stakeholders
- Demonstrate compassion, empathy and sensitivity toward others

QUALIFICATIONS:

- Valid California PPS Credential in School Counseling
- Willingness to attend workshops, courses and conferences relevant to continuing professional development
- Master's Degree preferred

TERM

- 3 years, no limit on amount of terms service

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, CA

MEMORANDUM OF AGREEMENT
between
TAMALPAIS UNION HIGH SCHOOL DISTRICT
and
TAMALPAIS FEDERATION OF TEACHERS

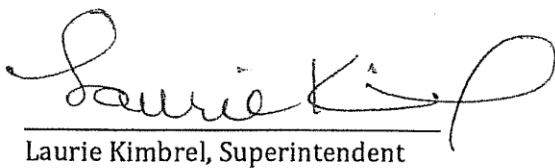
Counselor Leader

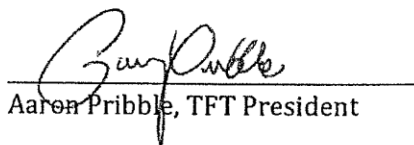
This agreement is entered into by and between the Tamalpais Union High School District ("District") and the Tamalpais Federation of Teachers ("Union").

For the duration of this MOA, compensation for Counselor Leaders at Redwood High School, Sir Francis Drake High School and Tamalpais High School will be as follows:

- \$6,000 annual stipend
- Student caseload not to exceed 300

This agreement begins with the 2014-2015 school year and remains in effect until June 30, 2017.


Laurie Kimbrel, Superintendent


Aaron Pribble, TFT President

3/7/14
Date

3-7-14
Date

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, CA

MEMORANDUM OF AGREEMENT
between
TAMALPAIS FEDERATION OF TEACHERS
and
TAMALPAIS UNION HIGH SCHOOL DISTRICT

Counselor to Student Ratio

This agreement is entered into by and between the Tamalpais Federation of Teachers ("Union") and the Tamalpais Union High School District ("District").

The District agrees to staffing at a level that maintains full-time equivalent certificated counselor to student ratio of no more than 325:1 beginning with the 2018-2019 school year.

This agreement shall remain in effect unless otherwise agreed by the parties.



Dr. David Yoshinara, Superintendent
Tamalpais Union High School District



Cory DeMars, President
Tamalpais Federation of Teachers

11/7/17
Date

11/16/17
Date

TAMALPAIS UNION HIGH SCHOOL							
July 1 through December 31, 2007 Certificated Salary Schedule with 3.5% Increase							
Schedule A - Regular (189 Days) *							
Steps		Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1		49,784	263.41	52,572	278.16	55,356	292.89
2		52,572	278.16	55,356	292.89	58,142	307.63
3		55,356	292.89	58,142	307.63	60,926	322.36
4		58,142	307.63	60,926	322.36	63,718	337.13
5		60,926	322.36	63,718	337.13	66,507	351.89
6		63,718	337.13	66,507	351.89	69,291	366.62
7		66,507	351.89	69,291	366.62	72,079	381.37
8		69,291	366.62	72,079	381.37	74,867	396.12
9		72,079	381.37	74,867	396.12	77,653	410.86
10		74,867	396.12	77,653	410.86	80,442	425.62
11		77,653	410.86	80,442	425.62	83,228	440.36
12		80,442	425.62	83,228	440.36	86,018	455.12
13						88,802	469.85
14						91,588	484.59
15						94,984	502.56
* Includes three (3) Staff Development Buy Back Days							
Schedule B - Counselors (197 Days) *							
Steps		Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1		51,892	263.41	54,798	278.16	57,699	292.89
2		54,798	278.16	57,699	292.89	60,603	307.63
3		57,699	292.89	60,603	307.63	63,505	322.36
4		60,603	307.63	63,505	322.36	66,415	337.13
5		63,505	322.36	66,415	337.13	69,322	351.89
6		66,415	337.13	69,322	351.89	72,224	366.62
7		69,322	351.89	72,224	366.62	75,130	381.37
8		72,224	366.62	75,130	381.37	78,036	396.12
9		75,130	381.37	78,036	396.12	80,939	410.86
10		78,036	396.12	80,939	410.86	83,847	425.62
11		80,939	410.86	83,847	425.62	86,751	440.36
12		83,847	425.62	86,751	440.36	89,659	455.12
13						92,560	469.85
14						95,464	484.59
15						99,004	502.56
* Includes three (3) Staff Development Buy Back Days and (3) Cum folder review days.							

TAMALPAIS UNION HIGH SCHOOL							
January 1 through June 30, 2008 Certificated Salary Schedule with 4.0% Increase							
Schedule A - Regular (189 Days) *							
Steps		Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1		50,025	264.68	52,826	279.50	55,625	294.31
2		52,826	279.50	55,625	294.31	58,424	309.12
3		55,625	294.31	58,424	309.12	61,221	323.92
4		58,424	309.12	61,221	323.92	64,026	338.76
5		61,221	323.92	64,026	338.76	66,829	353.59
6		64,026	338.76	66,829	353.59	69,626	368.39
7		66,829	353.59	69,626	368.39	72,427	383.21
8		69,626	368.39	72,427	383.21	75,228	398.03
9		72,427	383.21	75,228	398.03	78,029	412.85
10		75,228	398.03	78,029	412.85	80,832	427.68
11		78,029	412.85	80,832	427.68	83,631	442.49
12		80,832	427.68	83,631	442.49	86,433	457.32
13						89,231	472.12
14						92,030	486.93
15						95,443	504.99
* Includes three (3) Staff Development Buy Back Days							
Schedule B - Counselors (197 Days) *							
Steps		Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1		52,142	264.68	55,062	279.50	57,979	294.31
2		55,062	279.50	57,979	294.31	60,897	309.12
3		57,979	294.31	60,897	309.12	63,812	323.92
4		60,897	309.12	63,812	323.92	66,736	338.76
5		63,812	323.92	66,736	338.76	69,657	353.59
6		66,736	338.76	69,657	353.59	72,573	368.39
7		69,657	353.59	72,573	368.39	75,492	383.21
8		72,573	368.39	75,492	383.21	78,412	398.03
9		75,492	383.21	78,412	398.03	81,331	412.85
10		78,412	398.03	81,331	412.85	84,253	427.68
11		81,331	412.85	84,253	427.68	87,171	442.49
12		84,253	427.68	87,171	442.49	90,092	457.32
13						93,008	472.12
14						95,925	486.93
15						99,483	504.99
* Includes three (3) Staff Development Buy Back Days and (3) Cum folder review days.							

TAMALPAIS UNION HIGH SCHOOL							
2010-11 Certificated Salary Schedule							
Schedule A - Regular (186 Days)							
Steps		Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1		50,707	272.62	53,548	287.89	56,384	303.14
2		53,548	287.89	56,384	303.14	59,221	318.39
3		56,384	303.14	59,221	318.39	62,057	333.64
4		59,221	318.39	62,057	333.64	64,899	348.92
5		62,057	333.64	64,899	348.92	67,741	364.20
6		64,899	348.92	67,741	364.20	70,576	379.44
7		67,741	364.20	70,576	379.44	73,416	394.71
8		70,576	379.44	73,416	394.71	76,254	409.97
9		73,416	394.71	76,254	409.97	79,095	425.24
10		76,254	409.97	79,095	425.24	81,935	440.51
11		79,095	425.24	81,935	440.51	84,771	455.76
12		81,935	440.51	84,771	455.76	87,613	471.04
13						90,448	486.28
14						93,286	501.54
15						96,746	520.14
Schedule B - Counselors (194 Days) *							
Steps		Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1		52,888	272.62	55,851	287.89	58,809	303.14
2		55,851	287.89	58,809	303.14	61,768	318.39
3		58,809	303.14	61,768	318.39	64,726	333.64
4		61,768	318.39	64,726	333.64	67,690	348.92
5		64,726	333.64	67,690	348.92	70,655	364.20
6		67,690	348.92	70,655	364.20	73,611	379.44
7		70,655	364.20	73,611	379.44	76,574	394.71
8		73,611	379.44	76,574	394.71	79,534	409.97
9		76,574	394.71	79,534	409.97	82,497	425.24
10		79,534	409.97	82,497	425.24	85,459	440.51
11		82,497	425.24	85,459	440.51	88,417	455.76
12		85,459	440.51	88,417	455.76	91,382	471.04
13						94,338	486.28
14						97,299	501.54
15						100,907	520.14
* Includes three (3) Cum folder review days.							

**TAMALPAIS UNION HIGH SCHOOL
2011-12 Certificated Salary Schedule**

Schedule A - Regular (188 Days)

Steps	Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1	51,253	272.62	54,123	287.89	56,990	303.14
2	54,123	287.89	56,990	303.14	59,857	318.39
3	56,990	303.14	59,857	318.39	62,724	333.64
4	59,857	318.39	62,724	333.64	65,597	348.92
5	62,724	333.64	65,597	348.92	68,470	364.20
6	65,597	348.92	68,470	364.20	71,335	379.44
7	68,470	364.20	71,335	379.44	74,205	394.71
8	71,335	379.44	74,205	394.71	77,074	409.97
9	74,205	394.71	77,074	409.97	79,945	425.24
10	77,074	409.97	79,945	425.24	82,816	440.51
11	79,945	425.24	82,816	440.51	85,683	455.76
12	82,816	440.51	85,683	455.76	88,556	471.04
13					91,421	486.28
14					94,290	501.54
15					97,786	520.14

Schedule B - Counselors (196 Days) *

Steps	Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1	53,434	272.62	56,426	287.89	59,415	303.14
2	56,426	287.89	59,415	303.14	62,404	318.39
3	59,415	303.14	62,404	318.39	65,393	333.64
4	62,404	318.39	65,393	333.64	68,388	348.92
5	65,393	333.64	68,388	348.92	71,383	364.20
6	68,388	348.92	71,383	364.20	74,370	379.44
7	71,383	364.20	74,370	379.44	77,363	394.71
8	74,370	379.44	77,363	394.71	80,354	409.97
9	77,363	394.71	80,354	409.97	83,347	425.24
10	80,354	409.97	83,347	425.24	86,340	440.51
11	83,347	425.24	86,340	440.51	89,329	455.76
12	86,340	440.51	89,329	455.76	92,324	471.04
13					95,311	486.28
14					98,302	501.54
15					101,947	520.14

* Includes three (3) Cum folder review days.

TAMALPAIS UNION HIGH SCHOOL
2012-13 Certificated Salary Schedule With 2%

Schedule A - Regular (188 Days)

Steps	Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1	52,802	280.86	55,759	296.59	58,711	312.29
2	55,759	296.59	58,711	312.29	61,664	328.00
3	58,711	312.29	61,664	328.00	64,619	343.72
4	61,664	328.00	64,619	343.72	67,578	359.46
5	64,619	343.72	67,578	359.46	70,538	375.20
6	67,578	359.46	70,538	375.20	73,487	390.89
7	70,538	375.20	73,487	390.89	76,446	406.63
8	73,487	390.89	76,446	406.63	79,402	422.35
9	76,446	406.63	79,402	422.35	82,359	438.08
10	79,402	422.35	82,359	438.08	85,318	453.82
11	82,359	438.08	85,318	453.82	88,272	469.53
12	85,318	453.82	88,272	469.53	91,231	485.27
13					94,180	500.96
14					97,138	516.69
15					100,740	535.85

Schedule B - Counselors (196 Days) *

Steps	Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1	55,049	280.86	58,132	296.59	61,209	312.29
2	58,132	296.59	61,209	312.29	64,288	328.00
3	61,209	312.29	64,288	328.00	67,369	343.72
4	64,288	328.00	67,369	343.72	70,454	359.46
5	67,369	343.72	70,454	359.46	73,539	375.20
6	70,454	359.46	73,539	375.20	76,614	390.89
7	73,539	375.20	76,614	390.89	79,699	406.63
8	76,614	390.89	79,699	406.63	82,781	422.35
9	79,699	406.63	82,781	422.35	85,864	438.08
10	82,781	422.35	85,864	438.08	88,949	453.82
11	85,864	438.08	88,949	453.82	92,028	469.53
12	88,949	453.82	92,028	469.53	95,113	485.27
13					98,188	500.96
14					101,271	516.69
15					105,027	535.85

* Includes three (3) Cum folder review days.

TAMALPAIS UNION HIGH SCHOOL
2013-14 Certificated Salary Schedule With 2%

Schedule A - Regular (188 Days)

Steps	Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1	53,858	286.48	56,874	302.52	59,886	318.54
2	56,874	302.52	59,886	318.54	62,897	334.56
3	59,886	318.54	62,897	334.56	65,911	350.59
4	62,897	334.56	65,911	350.59	68,930	366.65
5	65,911	350.59	68,930	366.65	71,948	382.70
6	68,930	366.65	71,948	382.70	74,957	398.71
7	71,948	382.70	74,957	398.71	77,975	414.76
8	74,957	398.71	77,975	414.76	80,990	430.80
9	77,975	414.76	80,990	430.80	84,006	446.84
10	80,990	430.80	84,006	446.84	87,025	462.90
11	84,006	446.84	87,025	462.90	90,037	478.92
12	87,025	462.90	90,037	478.92	93,056	494.98
13					96,064	510.98
14					99,080	527.02
15					102,755	546.57

Schedule B - Counselors (196 Days) *

Steps	Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1	56,150	286.48	59,294	302.52	62,434	318.54
2	59,294	302.52	62,434	318.54	65,574	334.56
3	62,434	318.54	65,574	334.56	68,716	350.59
4	65,574	334.56	68,716	350.59	71,863	366.65
5	68,716	350.59	71,863	366.65	75,009	382.70
6	71,863	366.65	75,009	382.70	78,147	398.71
7	75,009	382.70	78,147	398.71	81,293	414.76
8	78,147	398.71	81,293	414.76	84,437	430.80
9	81,293	414.76	84,437	430.80	87,581	446.84
10	84,437	430.80	87,581	446.84	90,728	462.90
11	87,581	446.84	90,728	462.90	93,868	478.92
12	90,728	462.90	93,868	478.92	97,016	494.98
13					100,152	510.98
14					103,296	527.02
15					107,128	546.57

* Includes three (3) Cum folder review days.

TAMALPAIS UNION HIGH SCHOOL
2014-15 Certificated Salary Schedule With 4%
Settlement Included Additional 1% Off Salary Schedule

Schedule A - Regular (188 Days)

Steps	Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1	56,013	297.94	59,149	314.62	62,281	331.28
2	59,149	314.62	62,281	331.28	65,413	347.94
3	62,281	331.28	65,413	347.94	68,547	364.61
4	65,413	347.94	68,547	364.61	71,688	381.32
5	68,547	364.61	71,688	381.32	74,826	398.01
6	71,688	381.32	74,826	398.01	77,956	414.66
7	74,826	398.01	77,956	414.66	81,094	431.35
8	77,956	414.66	81,094	431.35	84,230	448.03
9	81,094	431.35	84,230	448.03	87,365	464.71
10	84,230	448.03	87,365	464.71	90,507	481.42
11	87,365	464.71	90,507	481.42	93,639	498.08
12	90,507	481.42	93,639	498.08	96,779	514.78
13					99,907	531.42
14					103,043	548.10
15					106,865	568.43

Schedule B - Counselors (196 Days) *

Steps	Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1	58,396	297.94	61,666	314.62	64,931	331.28
2	61,666	314.62	64,931	331.28	68,196	347.94
3	64,931	331.28	68,196	347.94	71,464	364.61
4	68,196	347.94	71,464	364.61	74,739	381.32
5	71,464	364.61	74,739	381.32	78,010	398.01
6	74,739	381.32	78,010	398.01	81,273	414.66
7	78,010	398.01	81,273	414.66	84,545	431.35
8	81,273	414.66	84,545	431.35	87,814	448.03
9	84,545	431.35	87,814	448.03	91,083	464.71
10	87,814	448.03	91,083	464.71	94,358	481.42
11	91,083	464.71	94,358	481.42	97,624	498.08
12	94,358	481.42	97,624	498.08	100,897	514.78
13					104,158	531.42
14					107,428	548.10
15					111,412	568.43

* Includes three (3) Cum folder review days.

TAMALPAIS UNION HIGH SCHOOL
2015-16 Certificated Salary Schedule With 3%
Settlement Included Additional 1% Off Salary Schedule

Schedule A - Regular (188 Days)

Steps	Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1	57,693	306.88	60,923	324.06	64,149	341.22
2	60,923	324.06	64,149	341.22	67,375	358.38
3	64,149	341.22	67,375	358.38	70,603	375.55
4	67,375	358.38	70,603	375.55	73,839	392.76
5	70,603	375.55	73,839	392.76	77,071	409.95
6	73,839	392.76	77,071	409.95	80,295	427.10
7	77,071	409.95	80,295	427.10	83,527	444.29
8	80,295	427.10	83,527	444.29	86,756	461.47
9	83,527	444.29	86,756	461.47	89,986	478.65
10	86,756	461.47	89,986	478.65	93,222	495.86
11	89,986	478.65	93,222	495.86	96,448	513.02
12	93,222	495.86	96,448	513.02	99,681	530.22
13					102,904	547.36
14					106,134	564.54
15					110,070	585.48

Schedule B - Counselors (196 Days) *

Steps	Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1	60,148	306.88	63,516	324.06	66,879	341.22
2	63,516	324.06	66,879	341.22	70,242	358.38
3	66,879	341.22	70,242	358.38	73,608	375.55
4	70,242	358.38	73,608	375.55	76,981	392.76
5	73,608	375.55	76,981	392.76	80,350	409.95
6	76,981	392.76	80,350	409.95	83,712	427.10
7	80,350	409.95	83,712	427.10	87,081	444.29
8	83,712	427.10	87,081	444.29	90,448	461.47
9	87,081	444.29	90,448	461.47	93,815	478.65
10	90,448	461.47	93,815	478.65	97,189	495.86
11	93,815	478.65	97,189	495.86	100,552	513.02
12	97,189	495.86	100,552	513.02	103,923	530.22
13					107,283	547.36
14					110,650	564.54
15					114,754	585.48

* Includes three (3) Cum folder review days.

**TAMALPAIS UNION HIGH SCHOOL DISTRICT
2016-2017 Certificated Salary Schedule**

(Amounts reflect a 3% increase from the 2015-16 salary schedule.)

Schedule A - Regular (188 Days)

Steps	Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1	59,424	316.09	62,751	333.78	66,074	351.46
2	62,751	333.78	66,074	351.46	69,397	369.13
3	66,074	351.46	69,397	369.13	72,722	386.82
4	69,397	369.13	72,722	386.82	76,055	404.55
5	72,722	386.82	76,055	404.55	79,384	422.25
6	76,055	404.55	79,384	422.25	82,704	439.92
7	79,384	422.25	82,704	439.92	86,033	457.62
8	82,704	439.92	86,033	457.62	89,359	475.32
9	86,033	457.62	89,359	475.32	92,686	493.01
10	89,359	475.32	92,686	493.01	96,019	510.74
11	92,686	493.01	96,019	510.74	99,342	528.41
12	96,019	510.74	99,342	528.41	102,672	546.13
13					105,992	563.79
14					109,319	581.48
15					113,373	603.05

Schedule B - Counselors (196 Days) *

Steps	Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1	61,953	316.09	65,422	333.78	68,886	351.46
2	65,422	333.78	68,886	351.46	72,350	369.13
3	68,886	351.46	72,350	369.13	75,817	386.82
4	72,350	369.13	75,817	386.82	79,291	404.55
5	75,817	386.82	79,291	404.55	82,761	422.25
6	79,291	404.55	82,761	422.25	86,224	439.92
7	82,761	422.25	86,224	439.92	89,694	457.62
8	86,224	439.92	89,694	457.62	93,162	475.32
9	89,694	457.62	93,162	475.32	96,630	493.01
10	93,162	475.32	96,630	493.01	100,105	510.74
11	96,630	493.01	100,105	510.74	103,569	528.41
12	100,105	510.74	103,569	528.41	107,041	546.13
13					110,502	563.79
14					113,970	581.48
15					118,197	603.05

* Includes three (3) cumulative record folder review days.

(Credit for up to seven (7) years full-time teaching experience)

1. **Range B**

- Bachelor's degree
- Appropriate California teaching credential

2. **Range C**

- Range B eligibility plus 24 semester units

3. **Range D**

- Range C eligibility plus 12 semester units or masters degree

Board Approved: March 28, 2017

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Office of Human Resources
 March 17, 2017

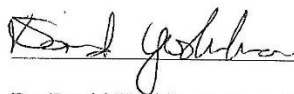
Memorandum of Agreement (Tentative)

Tamalpais Union High School District
and
Tamalpais Federation of Teachers

Article VII: Salaries and Benefits

This agreement is entered into by and between the Tamalpais Union High School District (TUHSD) and the Tamalpais Federation of Teachers (TFT).

The Tamalpais Union High School District and the Tamalpais Federation of Teachers has agreed to a three percent (3%), "on schedule" salary increase for the 2016-2017 school-year. This 3% salary increase shall be retroactive to July 1, 2016.


 Dr. David Yoshihara, Superintendent
 Tamalpais Union High School District


 Cory DeMars, President
 Tamalpais Federation of Teachers

3/20/17
 Date

3/21/17
 Date

TAMALPAIS UNION HIGH SCHOOL DISTRICT
2018-2019 Certificated Salary Schedule
(Amounts reflect a 1.5% increase from the 2017-18 salary schedule)

Schedule A - Regular (185 Days)

Steps	Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1	61,222	330.93	64,650	349.46	68,071	367.95
2	64,650	349.46	68,071	367.95	71,497	386.47
3	68,071	367.95	71,497	386.47	74,921	404.98
4	71,497	386.47	74,921	404.98	78,355	423.54
5	74,921	404.98	78,355	423.54	81,783	442.07
6	78,355	423.54	81,783	442.07	85,205	460.57
7	81,783	442.07	85,205	460.57	88,634	479.10
8	85,205	460.57	88,634	479.10	92,063	497.64
9	88,634	479.10	92,063	497.64	95,488	516.15
10	92,063	497.64	95,488	516.15	98,923	534.72
11	95,488	516.15	98,923	534.72	102,346	553.22
12	98,923	534.72	102,346	553.22	105,776	571.76
13					109,198	590.26
14					112,622	608.77
15					116,803	631.37

Schedule B - Counselors (193 Days) *

Steps	Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1	63,869	330.93	67,446	349.46	71,014	367.95
2	67,446	349.46	71,014	367.95	74,589	386.47
3	71,014	367.95	74,589	386.47	78,161	404.98
4	74,589	386.47	78,161	404.98	81,743	423.54
5	78,161	404.98	81,743	423.54	85,320	442.07
6	81,743	423.54	85,320	442.07	88,890	460.57
7	85,320	442.07	88,890	460.57	92,466	479.10
8	88,890	460.57	92,466	479.10	96,045	497.64
9	92,466	479.10	96,045	497.64	99,617	516.15
10	96,045	497.64	99,617	516.15	103,201	534.72
11	99,617	516.15	103,201	534.72	106,771	553.22
12	103,201	534.72	106,771	553.22	110,350	571.76
13					113,920	590.26
14					117,493	608.77
15					121,854	631.37

* Includes three (3) cumulative record folder review days.

(Credit for up to seven (7) years full-time teaching experience)

1. **Range B**
 - a. Bachelor's degree
 - b. Appropriate california teaching credential.
2. **Range C**
 - a. Range B eligibility plus 25 semester units
3. **Range D**
 - a. Range C eligibility plus 12 semester units or masters degree

TAMALPAIS UNION HIGH SCHOOL DISTRICT
2019-2020 Certificated Salary Schedule
(Amounts reflect a 2.5% increase from the 2018-19 salary schedule)

Schedule A - Regular (185 Days)

Steps	Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1	62,752	339.20	66,267	358.20	69,773	377.15
2	66,267	358.20	69,773	377.15	73,284	396.13
3	69,773	377.15	73,284	396.13	76,794	415.10
4	73,284	396.13	76,794	415.10	80,314	434.13
5	76,794	415.10	80,314	434.13	83,827	453.12
6	80,314	434.13	83,827	453.12	87,335	472.08
7	83,827	453.12	87,335	472.08	90,850	491.08
8	87,335	472.08	90,850	491.08	94,365	510.08
9	90,850	491.08	94,365	510.08	97,874	529.05
10	94,365	510.08	97,874	529.05	101,397	548.09
11	97,874	529.05	101,397	548.09	104,904	567.05
12	101,397	548.09	104,904	567.05	108,419	586.05
13					111,929	605.02
14					115,438	623.99
15					119,723	647.15

Schedule B - Counselors (193 Days) *

Steps	Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1	65,466	339.20	69,133	358.20	72,790	377.15
2	69,133	358.20	72,790	377.15	76,453	396.13
3	72,790	377.15	76,453	396.13	80,114	415.10
4	76,453	396.13	80,114	415.10	83,787	434.13
5	80,114	415.10	83,787	434.13	87,452	453.12
6	83,787	434.13	87,452	453.12	91,111	472.08
7	87,452	453.12	91,111	472.08	94,778	491.08
8	91,111	472.08	94,778	491.08	98,445	510.08
9	94,778	491.08	98,445	510.08	102,107	529.05
10	98,445	510.08	102,107	529.05	105,781	548.09
11	102,107	529.05	105,781	548.09	109,441	567.05
12	105,781	548.09	109,441	567.05	113,108	586.05
13					116,769	605.02
14					120,430	623.99
15					124,900	647.15

* Includes three (3) cumulative record folder review days.

(Credit for up to seven (7) years full-time teaching experience)

1. **Range B**
 - a. Bachelor's degree
 - b. Appropriate california teaching credential.
2. **Range C**
 - a. Range B eligibility plus 25 semester units
3. **Range D**
 - a. Range C eligibility plus 12 semester units or masters degree

Board Approved: March 26, 2019

**TAMALPAIS UNION HIGH SCHOOL DISTRICT
2020-2021 Certificated Salary Schedule**

Schedule A - Regular (185 Days)

Steps	Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1	62,752	339.20	66,267	358.20	69,773	377.15
2	66,267	358.20	69,773	377.15	73,284	396.13
3	69,773	377.15	73,284	396.13	76,794	415.10
4	73,284	396.13	76,794	415.10	80,314	434.13
5	76,794	415.10	80,314	434.13	83,827	453.12
6	80,314	434.13	83,827	453.12	87,335	472.08
7	83,827	453.12	87,335	472.08	90,850	491.08
8	87,335	472.08	90,850	491.08	94,365	510.08
9	90,850	491.08	94,365	510.08	97,874	529.05
10	94,365	510.08	97,874	529.05	101,397	548.09
11	97,874	529.05	101,397	548.09	104,904	567.05
12	101,397	548.09	104,904	567.05	108,419	586.05
13					111,929	605.02
14					115,438	623.99
15					119,723	647.15

Schedule B - Counselors (193 Days) *

Steps	Scale B	Per Diem	Scale C	Per Diem	Scale D	Per Diem
1	65,466	339.20	69,133	358.20	72,790	377.15
2	69,133	358.20	72,790	377.15	76,453	396.13
3	72,790	377.15	76,453	396.13	80,114	415.10
4	76,453	396.13	80,114	415.10	83,787	434.13
5	80,114	415.10	83,787	434.13	87,452	453.12
6	83,787	434.13	87,452	453.12	91,111	472.08
7	87,452	453.12	91,111	472.08	94,778	491.08
8	91,111	472.08	94,778	491.08	98,445	510.08
9	94,778	491.08	98,445	510.08	102,107	529.05
10	98,445	510.08	102,107	529.05	105,781	548.09
11	102,107	529.05	105,781	548.09	109,441	567.05
12	105,781	548.09	109,441	567.05	113,108	586.05
13					116,769	605.02
14					120,430	623.99
15					124,900	647.15

* Includes three (3) cumulative record folder review days.

(Credit for up to seven (7) years full-time teaching experience)

1. **Range B**

- a. Bachelor's degree
- b. Appropriate California teaching credential.

2. **Range C**

- a. Range B eligibility plus 25 semester units

3. **Range D**

- a. Range C eligibility plus 12 semester units or masters degree

National Board Certification:

Certificated staff who have a valid National Board certification receive a \$1,000 stipend per year.

Board Approved: July 14, 2020

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

MEMORANDUM OF AGREEMENT
between
TAMALPAIS UNION HIGH SCHOOL DISTRICT
and
TAMALPAIS FEDERATION OF TEACHERS

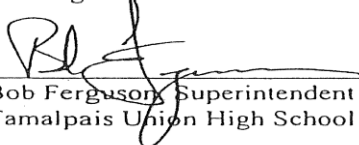
Certificated Work Year, Staff Development Days and Teacher Work Days

This Agreement is entered into by and between the Tamalpais Union High School District ("District") and the Tamalpais Federation of Teachers ("Union").

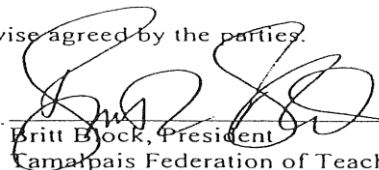
- I. Subject to continued funding by the State, the District and the Union agree to implement the following:
 - A. The District certificated work year for teachers shall include 189 work days, with the work year for counselors 197 days. The annual salary schedules shall be Salary Schedule A (for teachers) and Salary Schedule B (for counselors) as found in Appendix Y.
 - B. If the State fails to fund the Staff Development Program, the District certificated work year shall return to 186 days for teachers and 194 days for counselors. New Salary Schedules (C and D) will be created to reflect the reduction of the three state-paid Staff Development Days:
 1. Salary Schedule C - Teachers: each cell in Salary Schedule A to be divided by 189 and then multiplied by 186.
 2. Salary Schedule D - Counselors: each cell in Salary Schedule B to be divided by 197 and then multiplied by 194.
 - C. All teachers, including part-time teachers, shall attend Staff Development Days for the full day and will be compensated at their per diem rate.
 - D. Part-time teachers who do not attend a Staff Development Day for the full day shall be compensated at their proportional per diem rate.
- II. All teachers shall work their FTE equivalent on the contracted Teacher Work Days. Part-time teachers shall be compensated at their proportional per diem rate for those days.

* If the state should eliminate funding for one or two of the three Staff Development Days, the provision of Section I.B.1. and Section I.B.2. shall be adjusted accordingly.

This Agreement shall remain in effect unless otherwise agreed by the parties.



Bob Ferguson, Superintendent
Tamalpais Union High School District



Britt Block, President
Tamalpais Federation of Teachers

12/30/2006
Date

12/30/2006
Date



State of California Secretary of State

Declaration of Domestic Partnership

IMPORTANT – Read instructions before completing this form.

FILE NO: _____

This Space For Filing Use Only

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

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

The representations are true and correct, and contain no material omissions of fact to the best of our knowledge and belief. Filing an intentionally and materially false Declaration of Domestic Partnership shall be punishable as a misdemeanor. (Family Code section 298(c).)

PARTNER 1			PARTNER 2		
Printed Name (Last)	(First)	(Middle)	Printed Name (Last)	(First)	(Middle)
Signature of Partner as Stated Above			Signature of Partner as Stated Above		
<u>OPTIONAL</u> Name Changes:			<u>OPTIONAL</u> Name Changes:		
New Last Name 			New Last Name 		
New Middle Name 			New Middle Name 		
Date of Birth (required for name change) 			Date of Birth (required for name change) 		

Mailing Address	City	State	Zip

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

DECLARATION OF DOMESTIC PARTNERSHIP

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

We are members of the opposite sex and one or both of us are age 62 or under;

We share a common residence;

We agree to be jointly responsible for each other's basic living expenses incurred during our domestic partnership;

Neither of us is married or a member of another domestic partnership;

We are not related by blood in a way that would prevent us from being married to each other in this state;

We are both at least 18 years of age;

We are both capable of consenting to the domestic partnership;

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

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

NOTARIZATION IS REQUIRED

State of California

County of _____

On _____, before me, _____, personally appeared

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

Signature of Notary Public

[PLACE NOTARY SEAL HERE]

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

**STATEMENT OF FINANCIAL LIABILITY
FOR
DOMESTIC PARTNER HEALTH BENEFITS**

This is to certify the following:

1. I have read the section on domestic partners in the Tamalpais Union High School District/Tamalpais Federation of Teachers collective bargaining agreement and agree to all the terms therein.
2. I agree that I may be required to reimburse the District and my designated health services plan for any expenditures made by the District and/or my designated health services plan for medical claims, processing fees, administrative charges, costs, and attorney's fees on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

Full Name of Employee: _____

Signature: _____

Full Name of Domestic Partner: _____

Full Name of Witness: _____

Signature: _____

Marin Superior Court Accepted through eDelivery submitted 12-01-2023 at 05:56:45 PM



State of California
Secretary of State

Notice of Termination of Domestic Partnership
(Family Code section 299)

Instructions:

1. Complete and send to:
Secretary of State
P.O. Box 942870
Sacramento, CA 94277-2870
(916) 653-3984
2. There is no fee for filing this Notice of Termination of Domestic Partnership.
3. Both registered domestic partners must sign the same Notice of Termination of Domestic Partnership form pursuant to Family Code section 299(a)(1), and both signatures must be notarized. The signatures can be acknowledged at different times by different notaries public as long as separate certificates of acknowledgment are attached to the form.

We, the undersigned, do declare that:

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

Secretary of State File Number (if known):			
Signature of Partner	Printed Name (Last)	(First)	(Middle)
Signature of Partner	Printed Name (Last)	(First)	(Middle)

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

NAME	
ADDRESS	
CITY/STATE/ZIP	

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

NOTICE OF TERMINATION OF DOMESTIC PARTNERSHIP

I, the undersigned, do declare that:

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

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

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

Signature (Last) (First) (Middle)

Mailing Address City State Zip Code

NOTARIZATION IS REQUIRED

State of California

County of _____

On _____, before me, _____, personally appeared

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

Signature of Notary Public HERE]

[PLACE NOTARY SEAL

Marin Superior Court Accepted through eDelivery submitted 12-01-2023 at 05:56:45 PM

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

MEMORANDUM OF AGREEMENT
between
TAMALPAIS UNION HIGH SCHOOL DISTRICT
and
TAMALPAIS FEDERATION OF TEACHERS

National Board Certification

This Agreement is entered into by and between the Tamalpais Union High School District (“District”) and the Tamalpais Federation of Teachers (“Union”).

- I. Agreement: The District and the Union agreed to implement the National Board Certification Program (“Program”) for up to 10 teachers per year.

Problems in administering the Program shall be brought to a committee consisting of the Superintendent and the President of the Union or their designees for resolution.

- II. Teacher Responsibilities Teachers participating in the Program will:

- Sign the National Board Certification Candidacy Participant Agreement.
- Develop the portfolio as required for submission to the National Board.
- Complete the assessment center exercises as required by the National Board.
- Be responsible for all fees not paid by the District.
- Remain employed in the District for two (2) years following receipt of National Board certification or repay the District a pro-rated amount of the application fee paid by the District.
- Serve as a mentor for National Board candidates in the succeeding school year, to be paid at the District hourly rate.

- III. District Responsibilities The District will:

- Pay up to \$1,000 of the teacher candidate’s application fee for National Board candidacy.
- Provide the teacher candidate with two (2) release days during the candidacy year.
- Provide a professional support network for all teacher candidates.

- Consider the National Board candidacy work the teacher participant's alternative evaluation for the year which fulfills contract requirements, if the teacher's work was deemed satisfactory on the last evaluation.
- Support financially one re-submission per teacher candidate.
- Pay National Board certified teachers an annual stipend of \$1,000 while they remain employed with the District. **(see Article VII, Section I.f.)**
- Any future District benefits for National Board certified teachers shall apply prospectively to all District National Board certified teachers.

IV. Tamalpais Federation of Teachers will reimburse participating teachers for \$300 of the application fee.

ADDENDUM

V. Re-certification: The District and the Union agree to implement a program to support teachers in their re-certification efforts through the National Board

VI. Teacher Responsibilities Teachers participating in the re-certification program will:

- Sign the National Board Certification Candidacy Participant Agreement addendum.
- Complete the re-certification tasks required by the National Board for Professional Teaching Standards.
- Be responsible for all fees necessary, beyond what the District provides, to complete National Board re-certification.
- Remain employed in the District for one (1) year following receipt of National Board re-certification or repay the District the amount of the re-certification application fee paid by the District.
- Serve as a mentor for other National Board re-certification candidates, upon request and subject to fund availability, to be paid at the District hourly rate.

VII. District Responsibilities The District will:

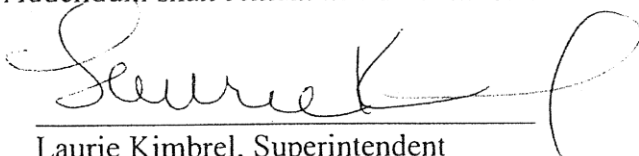
- Pay up to \$500 of National Board candidate's application fee for re-certification.
- Provide the re-certification candidate with two (2) release days during the re-certification year.
- Consider the National Board re-certification work the participant's alternative evaluation for the year which fulfills contract requirements, if the teacher's work was deemed satisfactory

on the last evaluation.

- Pay National Board re-certified candidates an annual stipend of \$1,000 while they remain employed by the District and their re-certification is valid. (see **Article VII, Section I.F.**)
- Any future District benefits for National Board re-certified candidates shall apply prospectively to all District National Board re-certified employees.

VIII. Tamalpais Federation of Teachers will reimburse participating re-certification candidates for \$300 of the application fee.

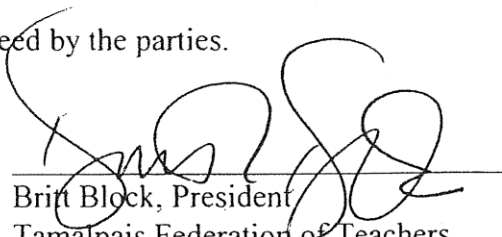
This Addendum shall remain in effect unless otherwise agreed by the parties.



Laurie Kimbrel, Superintendent
Tamalpais Union High School District

1/10/2009

Date



Britt Block, President
Tamalpais Federation of Teachers

1/10/2009

Date

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Larkspur, California

MEMORANDUM OF AGREEMENT
between
TAMALPAIS UNION HIGH SCHOOL DISTRICT
and
TAMALPAIS FEDERATION OF TEACHERS

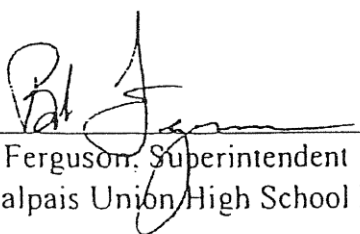
Teacher Training for English Learner (EL) Certification

This Agreement is entered into by and between the Tamalpais Union High School District ("District") and the Tamalpais Federation of Teachers - TFT ("Union").

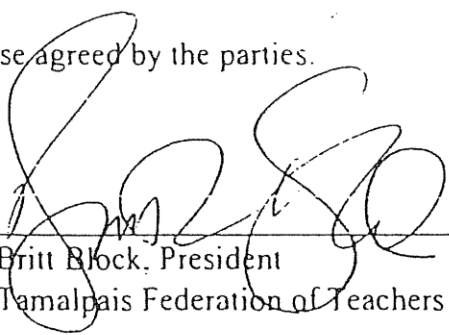
In order for the District to meet compliance criteria for teachers who teach subject matter content to English Learners, the District will support teachers in the highest priority subjects and schools to participate in required EL training (CLAD, CTEL or SDAIE) beginning immediately. When available, funding will be provided for teacher time and registration fees using categorical funds.

Article VII, Section II.C.5. shall be waived to allow teachers to receive payment for their time and to use the credits earned toward advancement on the salary schedule.

This Agreement shall remain in effect unless otherwise agreed by the parties.



Bob Ferguson, Superintendent
Tamalpais Union High School District



Britt Block, President
Tamalpais Federation of Teachers

10/31/2000
Date

10/30/2006
Date

Tamalpais Union High School District
Larkspur, California

MEMORANDUM OF AGREEMENT
between
TAMALPAIS UNION HIGH SCHOOL DISTRICT
and
TAMALPAIS FEDERATION OF TEACHERS

AP and TPRS Summer Conference Attendance Pilot

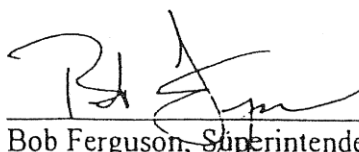
This agreement is entered into by and between the Tamalpais Union High School District ("District") and the Tamalpais Federation of Teachers ("Union").

For the 2007-08 school year, teachers who are specifically requested to attend an Advanced Placement (AP) or Total Proficiency through Reading and Storytelling (TPRS) conference during the summer of 2007, in order to qualify to teach a specific class, shall be compensated at the rate of \$250 per day for each day of attendance at the conference. Attendance at AP and TPRS conferences in the summer of 2007 shall not be considered work as defined in Article II, Section I. A.3. of the agreement between the District and the Union.

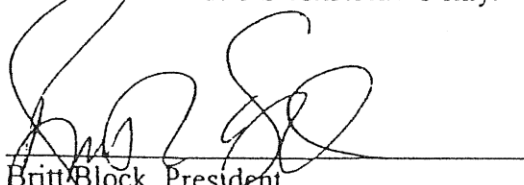
The form "Prior Authorization for Compensation for Initial AP and TPRS Summer Conference Attendance" shall be signed by the principal prior to the teacher's attendance at the conference.

The teacher shall submit verification of attendance at the conference with the signed authorization form to the Assistant Superintendent – Human Resources who will process the payment.

This agreement shall be in effect for the summer 2007 AP and TPRS conferences only.



Bob Ferguson, Superintendent
Tamalpais Union High School District



Britt Block, President
Tamalpais Federation of Teachers

5/7/07
Date

May 8, 2007
Date

Tamalpais Union High School District
Larkspur, California

MEMORANDUM OF AGREEMENT
between
TAMALPAIS UNION HIGH SCHOOL DISTRICT
and
TAMALPAIS FEDERATION OF TEACHERS

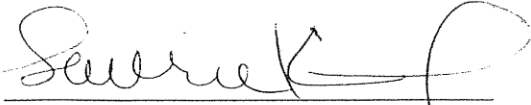
Counselor Attendance at Annual UC/CSU Conferences

This agreement is entered into by and between the Tamalpais Union High School District (“District”) and the Tamalpais Federation of Teachers (“Union”).

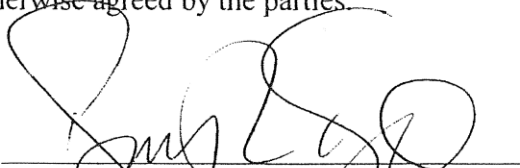
In order for counselors to remain current regarding the general UC/CSU admission requirements and trends, financial assistance, and specific profile information pertaining to each UC/CSU campus, it is agreed that annual attendance at the UC and CSU conferences by representatives from each of the District’s five counseling departments is essential and considered part of the counselors’ work year. Therefore, the following is agreed upon by the District and the Union:

- Counselors who attend the UC conference on a Saturday shall be compensated at their daily per diem rate. Comp time or “trade days” in exchange for these Saturday conferences is not an option.
- Attendance at the UC/CSU conferences which fall on a weekday is encouraged and supported by the District. However, it is agreed that enough counselors from each of the three comprehensive sites shall remain behind to provide adequate coverage for the school. The principal and counselors at each site together will determine coverage needs.
- The District will continue to cover the costs of registration and reimburse for mileage.

This agreement shall remain in effect unless otherwise agreed by the parties.



Laurie Kimbrel, Superintendent
Tamalpais Union High School District



Britt Block, President
Tamalpais Federation of Teachers

Date

Date

Tamalpais Union High School District
Larkspur, California

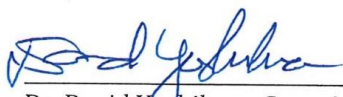
MEMORANDUM OF AGREEMENT
between
TAMALPAIS UNION HIGH SCHOOL DISTRICT
and
TAMALPAIS FEDERATION OF TEACHERS

Counselor/Student Contact for Academic Planning

This agreement is entered into by and between the Tamalpais Union High School District ("District") and the Tamalpais Federation of Teachers – TFT ("Union")

Final second semester grades are not available until after the school year ends. Therefore, counselors have been in the practice of working up to ten (10) hours each, prorated according to FTE, after the school year ends, contacting each student on their caseload who needs to adjust their academic plan to meet graduation requirements and post-high school planning. In support of this work, the District has compensated the counselors at their per diem hourly rate for this work. The District and Union agree to continue this practice.

This agreement shall remain in effect unless otherwise agreed by the parties.



Dr. David Yoshihara, Superintendent
Tamalpais Union High School District

6/20/16
Date



Cory DeMars, President
Tamalpais Federation of Teachers

5/26/2016
Date

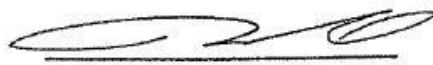
Memorandum of Understanding Regarding Working Conditions for Part Time
Employee Meeting Responsibilities Article II, Section I, E., e.

Addendum

On 4.09.15 TFT and the District agreed to change part time employee pay for staff meeting responsibility by adding an optional provision for part time employees to attend additional staff meetings throughout the school year and receive per diem compensation for attendance. Part time unit members shall submit their intentions of attending additional meetings to the direct supervisor at the beginning of each school year.

TFT and the District agree that this MOU will be exhausted during forthcoming negotiations and will be included in the 2016-2017 revised contract.


Cory DeMars
TFT President
April 15, 2015


Michael McDowell, Ed.D.,
Associate Superintendent
4.15.15

Compensation for Post-Secondary Letters of Recommendation

The Union and the District have an agreement that teachers who have written letters of recommendation to help students achieve their post-secondary goals will be compensated for their time and effort. These letters include college recommendations, letters of recommendation for fifth year post-grad programs, letters of appeal and recommendations for scholarships. Compensation will be **\$30 per student after the first five students**.

To be eligible, teachers need to have written letters for more than five students during the school year for which they are submitting a request for compensation. A teacher will receive compensation for letters written for the sixth student and beyond. A “letter” is equivalent to a “student” for the purposes of compensation. If a teacher wrote nine letters for the same student, it counts as one letter for compensation purposes.

The deadline for submitting a compensation request is May 15th of each school year. This deadline allows for new scholarship and appeal letters to be included.

Procedure:

- Print and complete this form.
- Attach evidence that a letter has been submitted. This can be a print out of the Common Application screen that indicates that a letter has been completed, a reply from a university indicating they have received a letter, etc...
- Complete a district time sheet indicating the number of students (hours) for which you are seeking compensation.
- One student = one hour of compensation for the work. This includes filling out forms, folding, stamping, filing a letter at multiple web sites, etc...

Your Name: _____

Number of students above for which letters were written: _____

Type of Documentation Attached: _____

Seeking Compensation for _____ hours

(Attach timesheet and provide evidence of a letter written for each student – DO NOT provide copies of the letter itself)

Signature _____ Date _____

Deadline: May 15th

Appendix KK

Oral Reprimand Template

(Date)

Dear (staff member),

This note is to commemorate the conversation that took place at (location) on (date) with (names of staff members) present. During this conversation we discussed (unit members's specific act or omission without subjective language).

As discussed, please refrain from this specific action in the future. Please be aware that the aforementioned conversation constitutes step one of the progressive discipline process as defined by the Agreement Between the Governing Board of the Tamalpais Union High School District and the Tamalpais Federation of Teachers – TFT.

Please let me know how I can continue to support your work as a member of the (school name) team.

Sincerely,

(Principal or Assistant Principal signature)

Tamalpais Union High School District
Office of Human Resources
April 3, 2019

Memorandum of Agreement
Between
Tamalpais Union High School District
And
Tamalpais Federation of Teachers

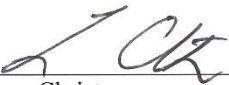
Athletic Director Work-Year

The Tamalpais Union High School District, in conjunction with the Tamalpais Federation of Teachers, is in agreement that the TUHSD Athletic Directors, serving Redwood High School, Sir Francis Drake High School and Tamalpais High School, shall adjust their work-year calendar to accommodate the August 5, 2019 start to the fall athletic season.

Specifically, the Athletic Director at each of the aforementioned school sites shall work with their site Principal to exchange, on a day-for-day basis, work days prior to the official start of their contractual work-year, for non-work days during the course of their contractual work-year. These specific days would be selected by mutual agreement of both parties (Athletic Director and Principal).

This adjustment to the Athletic Directors' work-year is non-precedent setting and may only be extended beyond the 2019-2020 school year by mutual agreement of all parties.

Your signature below acknowledges receipt and agreement with the conditions outlined in this memorandum.



Lars Christensen
Assistant Superintendent
Tamalpais Union High School District

 4/18/19

Cory DeMars
President
Tamalpais Federation of Teachers

TAMALPAIS UNION HIGH SCHOOL DISTRICT
Office of Human Resources
May 2, 2019

Memorandum of Understanding
Between
Tamalpais Union High School District
And
Tamalpais Federation of Teachers

This Memorandum of Understanding concerns Article VII, Section I, D, of the collective bargaining agreement between the parties;

Article VII, Section I, D addresses salary schedule advancement and, with this MOU, the parties wish to confirm their understanding of a "complete school year" as used in the article;

Accordingly, after good faith negotiations, the Tamalpais Union High School District and Tamalpais Federation of Teachers agree as follows:

1. Effective on the first day of the 2018-2019 school year and continuing until the parties agree otherwise or there is a change in law impacting this MOU;
2. Any leave of absence from work, including maternity or paternity leaves, in which the employee remains in paid status, including by use of accrued sick leave, shall be counted toward the completion of 75% of the required working days for a school year; and
3. Where an employee completes 75% of the required working days for a school year consistent with this MOU, the employee shall advance on the certificated salary schedule pursuant to Article VII, Section I, D.

Except as specifically stated, Article VII, Section I, D is not amended.

The signatures below acknowledge receipt and agreement with the terms of this MOU.


 Cory DeMars, President, TFT


 Dr. Tara Taupier, Superintendent


 Ann Jaime, Vice President, TFT


 Lars Christensen, Assistant Superintendent

TUHSD Staff Proposal for New Stipend

APPENDIX NN

Certificated Staff Name: _____ District Position _____

Activity for which you are seeking a stipend: _____

Grounded in the TUHSD Mission Statement and/or LCAP Goals, describe how this activity contributes or enhances the educational or extra-curricular experiences and offerings for TUHSD students:

Describe in detail the work outside of contract hours that involves supervision of students:

Approximately how many hours outside of the contract are required to complete this work: _____

****Given limited funding, not all proposals will be awarded a new stipend. Priority will be given to activities that are most closely aligned with the TUHSD Mission Statement and/or LCAP goals. Please see the District website to review LCAP goals.**

1. Fill out 'TUHSD Proposal for New Stipend' form and submit to your site Principal by February 1st to be considered for the following school year.
2. As needed, staff applicant will meet with Principal to review proposal.
3. Principal to bring proposal forward to committee composed of TFT President (or designee), TUHSD Assistant Superintendent of Human Resources (or designee) to
 - a. review proposal,
 - b. provide feedback to applicant on any necessary changes (by March 1st) and
 - c. make recommendations (including funding source) to the Superintendent for creation of new stipend or not.
4. The decision of the Superintendent (or designee) will be communicated to the staff applicant.

TUHSD Staff Application for Existing Stipend Position

APPENDIX NN

Certificated Staff Name: _____

Stipend Position Name Applying for: _____

Grounded in the TUHSD Mission Statement and/or LCAP Goals, describe why you think the student activities supervised by this stipend position contributes or enhances the educational or extra-curricular experiences and offerings for TUHSD students:

Describe why you think you are qualified or prepared to serve students in this specific position:

Process to apply for an existing stipend/position:

1. By March 1st, each site's Principal's Office will email to staff their site's list of certificated stipends, which includes positions scheduled to be open to application based on terms for the following school year.
2. Completed applications due to Principal's Office by April 1st to be eligible to interview for open stipend positions for the following school year.
Note: Staff members currently in the position are welcome to re-apply for their current stipend position (e.g. no term limits)
3. For existing stipends, applications will be evaluated once in the spring semester by a site stipend committee.
4. The committee will be comprised of the site Principal (or designee), the TFT President (or designee), an additional TFT representative, and the TUHSD Assistant Superintendent of Human Resources (or designee).
5. The selection will be made based on the consensus of the committee.