

**Tentative Agreement
2023-24
LCMSD and CSEA
March 22, 2023**

This Tentative Agreement settles negotiations for 2023-2024, 2024-2025 and 2025-2026 subject to Article 16.

Article 6 - Pay and Benefits

The parties agree to an on-schedule increase to the existing 2022-2023 salary schedule of 9% for the 2023-2024 school year effective July 1, 2023. The parties agree to an on-schedule increase to the 2024-2025 salary schedule of 3% for the 2024-2025 school year, effective July 1, 2024, and an on-schedule increase to the 2025-2026 salary schedule of 3% for the 2025-2026 school year, effective July 1, 2025.

For 2023-24, 2024-25, and 2025-26, bargaining unit members employed less than four (4) hours per day shall receive a \$500 annual retention bonus. To be eligible, the bargaining unit members must work 75% of the school year and be in paid status on the last day of the school year. This provision shall expire on June 30, 2026 unless extended by the parties.

For 2023-24, 2024-25, and 2025-26, should the District's funding based on the final County of Marin Department of Finance property tax roll in August of each year be 1% or higher than budgeted by the District, then \$1,000 will be added to the benefit cap beginning in that current school year. This provision shall expire on June 30, 2026 unless extended by the parties.

Campus Support whose hours were reduced to 3.75 hours as identified in the MOU on Effects of Layoff dated April 2, 2019 shall have the same benefit cap allocation as unit members continued for the level of benefits on the plans they were enrolled in during the 2022-23 school year.

6.1.15 Normally, all new employees will be hired on the first step of the salary schedule except in unusual circumstances where the District determines that an employee has exceptional qualifications, in which case an employee may be hired up to but no higher than Step 3-6.

6.2.1 ~~Effective July 1, 2018, the~~ The District shall contribute a maximum of ~~\$10,000.00~~ **\$11,250** per health plan year for each classified employee working at least one-half (1/2) time to be used toward the cost of coverage under the District sponsored medical, dental and vision plans, as selected by the employee. Dental coverage is mandatory. This contribution amount for the same benefits shall also be extended to unit members holding the position of Campus Support Assistant and working four (4) hours a day or more.

Article 3 - Hours of Employment

~~3.1.1~~ The new position of "Campus Support Assistant" is established in which unit members who currently occupy the position of "Classroom Aide" may seek additional hours by competing for positions, as they come up, in the "Crossing Guard," "Yard Supervisor," and "Lunch Courier" classifications so as to qualify for participation in the Public Employees Retirement Systems (PERS). The new position of Campus Support Assistant which encompasses duties in the above referenced positions shall be compensated at the previous "Classroom Aide" position range. Effective May 1, 2001, as classroom assistant positions became vacant, the positions shall be reclassified to Campus Support Assistant.

~~3.1.2~~ The classification titled Head Yard Supervisor was established in 2006-07. Such classification shall be compensated at five percent (5%) above that of Yard Supervisor and be part of the classified salary schedule. The classification will be responsible for assisting the vice principal with yard supervision scheduling, overseeing placement of yard supervision during recesses, acting as a liaison between the school administrative staff and yard supervisors, and mentoring yard supervisors. The position of Head Yard Supervisor is currently inactive but shall remain on the classified Salary Schedule.

~~3.3.2~~ Employees who are in the Classroom Paraprofessional classification who are assigned to support specific students with specialized needs including but not limited to hearing impairment, braille, ASL sign language, mobility assistance for visual impairment, non-verbal support, impulse control, specialized behavioral disorders, autism, Asperger's Syndrome and other identified needs shall be reclassified as Classroom Paraeducator Specialized and be paid at the appropriate rate of pay for that classification.

Article 4 - Holidays and Vacation Days

4.1.1 Add Juneteenth

Add immediately following the chart listing the Holidays:

Note: An employee shall be entitled to the paid holidays listed above provided they are in paid status during any portion of the working day immediately preceding or succeeding the holiday.

Article 5 - Leaves

5.2 Use of Sick Leave to Care for the Illness of Family Members (Kin Care)

5.2.1 An employee may use up to six (6) days for 12 month employees and five (5) days for 10 month employees of accrued sick leave per calendar year to care for the illness of an "immediate family" member as defined in section 5.5.2. Leave taken under this section shall be known as "Kin Care" leave.

5.2.1.1 "Designated Person" for the purpose of this section 5.2 means "a person identified by the employee at the time the employee requests paid sick days."

5.2.1.2 Unit members shall identify the designated person at the time they request the leave. Unit members may only identify one designated person per 12-month period (rolling forward).

5.2.1.3 The terms here regarding "designated person" are intended to reflect the law and do not extend leave availability beyond legal requirements.

5.2.2. All conditions and restrictions on the use of sick leave as outlined in this Article apply. Personal necessity leave shall be deducted on a day for day basis concurrently with leave taken pursuant to this section.

5.2.5.3 Maternity Leave—Pregnancy Disability Leave

~~Classified employees shall be granted at the employee's request, maternity leave as of the sixth (6th) month of pregnancy. The employee may return to work upon written authorization of the physician in attendance. The employee may claim sick leave pay and/or substitute differential pay as provided in 5.1.6 above for no more than the limited period of time with the employee's physician certifies, in writing, that she was actually physically disabled from performing her duties because of pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.~~

5.3.1 A unit member who is expecting the birth of a child is required to notify the Superintendent, in writing, requesting pregnancy disability leave beginning not later than their physician's recommendation. Upon completion of pregnancy, an employee may return to work upon filing with the Superintendent a written medical opinion stating they are able to return and resume full responsibilities of their position.

5.3.2 Payment of accumulated sick leave will be made upon written request, beginning with the first day of disability due to pregnancy and terminated at the end of the disability due to pregnancy.

5.3.3 A unit member who is disabled by pregnancy shall be entitled to differential pay in which the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute for up to five (5) school months from the first day of leave taken for pregnancy disability. The District may ask for a medical opinion at any time in order to verify the unit member's capability to return to work and resume the full responsibilities of their position.

5.4 Parental Leave

5.4.1 A unit member shall be entitled to use up to 12 work weeks of parental leave for reason of the birth of a child or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee. Current and accumulated sick leave shall be used for parental leave until it is exhausted. Thereafter, the employee shall be entitled to differential pay in which the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute for the remainder of the up to 12 work week period or 50 percent pay, whichever is greater.

5.4.2 This leave entitlement shall be in addition to leave available under Section 5.3 (Pregnancy Disability.)

5.4.3 Parental leave shall run concurrently with unpaid Family Care leave under Section 5.10. The total aggregate Parental leave and Family Care leave taken shall not exceed 12 workweeks in a 12-month period.

5.4.4 Parental leave need not be continuous from the birth, adoption or foster care placement of the child and may be taken up to one calendar year from the birth, adoption or foster care placement of the child.

5.4.5 Parental leave may be taken intermittently, but must be taken in blocks of two (2) weeks duration, except that leaves of shorter duration may be taken twice during the 12-month period. When both parents of a child are employees of the District, each parent shall be entitled to 12 work weeks of Parental leave.

5.4.6 A unit member is not required to have 1,250 hours of service with the District in the previous 12-month period to qualify to take Parental Leave under this section.

5.5 Bereavement Leave

5.5.1 Classified employees are entitled to a leave of absence not to exceed three (3) days, or five (5) days if two hundred miles or more of travel is required on account of the death of any member of their immediate families. ~~If travel of less than 200 miles is required, unit members may take up to two (2) additional days of bereavement leave (five (5) total) as unpaid leave, or use any paid vacation, personal necessity leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee to receive pay for those additional two (2) days.~~ If travel exceeding 200 miles is not required, an employee is entitled to up to two (2) additional days leave of absence without pay (for total of five (5) days); however, an employee may use vacation, personal leave, accrued and available sick leave or compensatory time off for these additional days of bereavement leave.

A sixth (6th) day may be added at the discretion of the Superintendent of his designee to avoid undue hardship. No deduction shall be made from the salary of such employees nor shall such leave be deducted from leave granted by other sections of this Agreement.

~~5.5.2 For purposes of this section, members of the immediate family shall include: spouse, child, parent, sister, brother, parent-in-law, son or daughter-in-law, brother or sister-in-law, grandparent, stepchild, step-parent or any person living in the home of the employee as a member of the employee's family. Additional members of the family may be included at the discretion of the Superintendent or his designee to avoid undue hardship.~~

5.5.2 "Immediate family" means parent, step-parent, grandparent, step-grandparent, grandchild, or step-grandchild of the employee or spouse, and the spouse, domestic partner; child (or unborn child), step-child, spouse or domestic partner of child or step-child, sibling, step-sibling, spouse or domestic partner of sibling or step-sibling, child of sibling or step-sibling, sibling or step-sibling of parent or step-parent, spouse or domestic partner of sibling or step-sibling of parent or step-parent, or any other person living in the house as the employee's family, or any designated person related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employee may designate only one such person as an "immediate family" member per 12-month period (rolling forward.)

5.5.3 An employee shall notify the District as soon as possible and also state the expected duration of the absence to enable the District to secure a substitute.

5.5.4 Bereavement leave must be used within three (3) months of the date of death of the immediate family member unless otherwise approved by the Superintendent or designee.

5.5.5 Bereavement leave used shall be reported in the month in which the leave is taken, by the employee submitting leave on electronic leave report.

[Note: former 5.3 (Industrial Accident and Illness Leave) and former 5.4 (Personal Necessity Leave) shall be renumbered as 5.6 and 5.7. All remaining Leave sections shall be renumbered accordingly.]

5.12 Family Care and Medical Leave (Unpaid)

5.12.1 Each unit member who has been employed by the District for more than one continuous year is eligible for an unpaid Family Care and Medical Leave not to exceed twelve (12) weeks within a twelve (12) month period, unless a longer leave is agreed upon by the District and the unit member.

5.12.2. Family Care and Medical leave may be used for the birth of the unit member's child, placement of a child for adoption or foster care, to care for an "immediate family" member as defined in section 5.5.2 with a serious health condition, or a serious health condition which renders the unit member unable to perform essential job functions.

5.12.3 Each unit member who has been employed by the District for more than one continuous year is eligible for an unpaid Family Care Leave not to exceed twelve (12) weeks within a twelve (12) month period, unless a longer leave is agreed upon by the District and the unit member.

5.12.4 During the period of such leave, the District shall maintain the unit member's group health and welfare benefits, if any, on the same basis as if the unit member were in paid status. Upon return from Family Care and Medical Leave, the unit member is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

5.12.5 The unit member must provide the District with at least thirty (30) days advance notice for the leave if the need is foreseeable. Otherwise, notice must be given as soon as practicable under the circumstances.

5.12.6 Other issues involving interpretation of Family Care and Medical Leave rights shall be in accordance with the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and BP 4161.8 (Family Care and Medical Leave).

Article 7 - Transfers, Reassignments and Promotions

7.2.1 When a new position is created in an existing classification, or an existing position becomes vacant the District shall give the opportunity to transfer to all employees serving in the same classification.

Vacancy notices shall be ~~posted at all work sites for~~ **emailed to all employees** at least five (5) work days before the vacancy is filled.

7.2.2. Notices of opportunities for transfer shall be ~~sent to the work locations of~~ **emailed to all** employees in the appropriate classification, ~~and to the homes of employees on leave or vacation if the employee has provided a personal email address or a self-addressed stamped envelope at the address he/she can be reached at during his/her leave, vacation or recess period or has provided an email address to receive such notices.~~ Employees on leave or on vacation may authorize a CSEA designee or the CSEA Chapter President to file for a transfer on their behalf.

7.6.2 Notices of all job vacancies within the bargaining unit shall be ~~posted at all work sites and~~ sent to all classified employees email addresses with at least five (5) work days before being filled during which time employees within the unit may file for the vacancy by sending a letter of application, resume and district application form to the personnel office. Any employees on leave or vacation may authorize their Job Representative or Chapter President to file on their behalf.

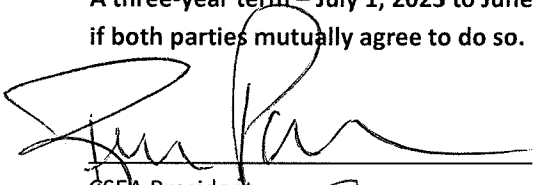
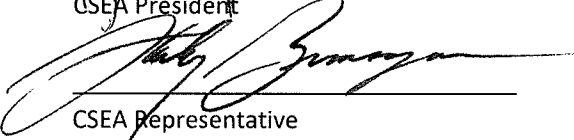
Article 15 - Professional Growth

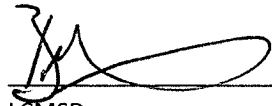
Program

Unit members may request staff development funds to cover costs of an approved seminar, workshop, course, etc. ~~Effective February 16, 2000,~~ Unit members will be eligible for a maximum of five-hundred (\$500.00) dollars of staff development funds each fiscal year and shall be pro-rated for part-time unit members in the ratio that their daily hours bear to eight (8).

Article 16 - Term and Reopeners

A three-year term – July 1, 2023 to June 30, 2026. For 2025-2026, the parties may reopen any Article if both parties mutually agree to do so.


CSEA President

CSEA Representative


LCMSD