



**California School  
Employees Association**



**Evergreen**  
School District

**Collective Bargaining Agreement  
Between  
The California School Employees  
Association  
And  
The Governing Board of the  
Evergreen School District**

**July 1, 2022 to June 30, 2025**

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## **ARTICLE 1: AGREEMENT**

### **1.1 Bargaining Party Recognition**

This agreement is by and between the Evergreen School District (hereinafter referred to as the “District”) and the California School Employees Association and its Evergreen Chapter No. 432 (hereinafter referred to as “C.S.E.A.”) pursuant to Chapter 10.7 Section 3540-3549 of the Government Code (Act) to improve personnel management and employer/employee relations.

### **1.2 Term of Agreement**

1.2.1 The term of the Successor Agreement shall become effective July 1, 2022 and continue in effect to and including June 30, 2025. By mutual written consent of both parties, any process of this Agreement may be renegotiated at any time.

1.2.2 REOPENERS – The parties agree to reopen on wages, benefits and two (2) articles by each party during each of the last two years of this agreement (2023/2024 and 2024/2025).

### **1.3 Printing Costs**

The cost to print the contract will be borne equally by the parties.

## **ARTICLE 2: RECOGNITION**

### **2.1 Exclusive Representative: C.S.E.A.**

The District recognizes C.S.E.A. as the exclusive representative in accordance with Government Code Sections 3540 et. Seq., Title I, Division 4, Chapter 10.7, for the unit of positions listed on Appendix A. The unit excludes substitutes, short-term employees, noon duty positions, by whatever name, management, supervisory and confidential positions.

### **2.2 Recognition for New Positions**

All newly created positions which have not been designated by the District as Management, Supervisory, Confidential or excluded under this agreement shall be assigned to the bargaining unit.

### **ARTICLE 3: ORGANIZATIONAL SECURITY**

**3.1** Any employee covered by this Agreement may sign and deliver to the District an assignment authorizing deduction of California School Employees Association (CSEA) membership dues. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.

**3.2** The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations and/or Chapter President and shall obtain their approval on behalf of the union before processing any revocation request.

**3.3** With respect to all sums deducted by the District pursuant to this Article, the District agrees to promptly remit such monies to CSEA accompanied by an alphabetical list of names of the employees for whom such deductions have been made. CSEA agrees to furnish any information needed by the District to fulfill the provisions of this Article.

**3.4** If an employee does not have sufficient funds to provide for the payment of dues after all other authorized or mandatory deductions or garnishments have been made, no such sums shall be deducted and CSEA shall assume the duty of direct collection from the employee. CSEA shall assume the same responsibility in all cases where no deductions have been made because an employee's earnings are insufficient during any pay period to pay such dues.

**3.5** (a) CSEA shall defend and indemnify the District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by CSEA to the District to cancel or change membership dues authorization. The District shall promptly notify CSEA of any claims made by employees relating to dues authorization.

(b) CSEA shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph (a) shall or shall not be compromised, resisted, defended, tried or appealed.

**3.6** If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

## **ARTICLE 4: C.S.E.A./EMPLOYEE RIGHTS**

### **4.1 Use of Buildings and Equipment**

C.S.E.A. shall have the right to use District equipment, buildings, and facilities at all reasonable hours, upon receiving proper administrative consent.

### **4.2 Use of Bulletin Board Space**

C.S.E.A. shall have the right to use bulletin board space as designated by the Superintendent or his/her designee. All posting shall be dated and must contain chapter identification along with authorization of the local president or designee.

### **4.3 Approval for Use of Space**

C.S.E.A. shall be allowed to use District facilities upon approval of the proper District administrator, for the purpose of conducting meetings or other functions. Use of facilities shall be in accordance with the Civic Center Act and District rules and regulations established pursuant to said Act.

### **4.4 Release Time**

An Association Representative who has attended a meeting at the request of Management shall be granted release time with pay. C.S.E.A. has the option of a total of up to forty (40) hours per school year of employee release time for local Chapter business.

### **4.5 The Delegate(s) to Conference**

The delegate(s) to the Annual C.S.E.A. Conference will be released from duty with pay but no more than two (2) delegates will receive District release time.

### **4.6 Transportation**

The District will not contract out Transportation Services for the duration of the agreement with the exceptions listed in Ed. Code 45103.1.

### **4.7 Seniority Lists**

The District will provide C.S.E.A. with a copy of the seniority lists (including the 39-month/63-month reemployment lists) and a bargaining unit list by site by October 15th of each year.

### **4.8 CSEA/Employee Rights**

The District shall notify CSEA of each new hire to schedule time for one (1) representative to provide new employee orientation.

## **ARTICLE 5: DISTRICT RIGHTS**

### **5.1 Definition**

All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

#### **5.1.1 District Structure**

The legal, operational, geographical and organizational structure of the District, including the chain of command, division of authority, organizational division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees.

#### **5.1.2 Financial Structure**

The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes, and debt, and all means and conditions necessary or incidental to the securing of same, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund wage and benefit obligations of this agreement.

#### **5.1.3 District Properties**

The acquisition, disposition, number, locations, types, and utilization of all district properties, grounds, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service, and activity functions assigned to such properties.

#### **5.1.4 Services to Public/District Personnel**

All services to be rendered to the public and to district personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair

services, as long as they are within the rules of the Education Code and so long as such utilization does not displace a unit employee.

#### **5.1.5 Temporary/Substitute Personnel**

The utilization of personnel not covered by this agreement, including but not limited to, substitutes, casual, temporary and provisional personnel, consultants and supervisory or managerial personnel, to do work which is normally done by employees covered hereby, and the methods of selection and assignment of such personnel, so long as such utilization does not displace a unit employee.

#### **5.1.6 Policies/Procedures**

The policies, procedures, objectives, goals and programs including those relating to equipment and supplies, records, health and safety, conduct, transportation, food service, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public, with respect to such matters subject only to such consultation rights of the C.S.E.A. as are provided by law.

#### **5.1.7 Personnel: Classification/Placement, Etc.**

The selection, classification, direction, demotion, discipline, and termination of all personnel of the District; equal employment opportunity policies and programs to improve diversity among District employees; the assignment of employees to any classroom, functions, activities, departments, tasks or equipment, and the determination as to whether, when and where there is a job opening.

#### **5.1.8 Job Classifications**

The job classifications and the content and qualifications therein.

#### **5.1.9 Employee Performance**

The duties, and standards of performance of all employees, and whether any employee adequately performs such duties and meets such standards.

#### **5.1.10 Time Management**

The dates, times and hours of operation of district facilities, functions, and activities, work schedules and school calendar.



#### **5.1.11 Safety/Security Measures**

Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters.

#### **5.1.12 Policies: Rules/Regulations**

The rules, regulations and policies for all employees, students and the public, subject only to limitations contained in the agreement.

#### **5.1.13 Employee Lay-off/Termination**

The termination or lay-off of employees as the result of the exercise of any of the rights enumerated above, or as a result of the exercise of any of the rights of the District, not limited by language in this agreement.

#### **5.1.14 Rights Not Limited By This Agreement**

In addition to its statutory reserved rights, the District also retains within its sole discretion all rights and powers not expressly limited by this agreement, including but not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:

- a. Security and safety measures and rules for employees.
- b. Staffing patterns.
- c. All other rights of management not expressly limited by language of this agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserves to the District wherein a particular manner or the non-exercise of any such rights shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

#### **5.1.15 Disputes Not Covered by This Agreement**

Any dispute arising out of, or in any way connected with either the existence of, or the exercise of any of the rights of the District not expressly limited by language of this agreement, or arising out of, or in any subject to the grievance procedure provisions set forth in Article 17.

#### **5.1.16 Employee Health and Benefit Plans**

The administration of all employee health and benefit plans and the manner and methods of funding such plans.

## **ARTICLE 6: HOURS AND OVERTIME**

### **6.1 Workweek**

The standard workweek shall consist of five (5) consecutive days, Monday through Friday, or eight (8) hours per day and forty (40) hours per week. Nothing herein shall preclude the District from establishing a workweek of other than Monday through Friday or five (5) consecutive days when such is necessary to maintain the efficient operations of the District, or for vacant or newly created positions. An employee's workweek shall not be changed to avoid paying overtime.

#### **6.1.1 Part-time Permanent Positions**

The District may establish a workday of less than eight (8) hours and a workweek of less than five (5) days for certain positions. These positions shall be known as part-time permanent positions.

#### **6.1.2 Overtime Clause**

This article shall not restrict the extension of the regular workday or workweek on an overtime basis.

### **6.2 Adjustment of Assigned Time**

A unit employee who works a minimum of thirty (30) minutes per day in excess of the employee's part-time assignment for a period of twenty (20) consecutive working days or more shall have the employee's basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly pro-rated basis as specified in Education Code Section 45137.

### **6.3 Increase in Hours**

When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee who meets the following criteria: (1) The necessary skills and qualifications; (2) The needs of the District; and (3) The greatest bargaining unit seniority.

### **6.4 Lunch Period**

All employees covered by this Agreement shall be entitled to an unpaid, duty free lunch period, uninterrupted whenever possible, after the employee has been on duty for five (5) hours. The length of time for lunch period shall be for a period of no longer than one (1) hour, not less than one-half (1/2) hour and shall be scheduled for full-time employees at or about midpoint of each work shift. Changes in lunch periods must be approved by the employee's supervisor.

## **6.5 Rest Periods**

All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period, at the rate of fifteen (15) minutes per four (4) hours worked. Rest periods or changes in rest periods must be approved by the employee's supervisor.

## **6.6 Overtime**

All authorized overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (1 1/2) the regular rate of pay of the employee for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week.

Longevity increments, for the purpose of salary adjustments, shall become part of the base salary and shall be computed in overtime compensation.

### **6.6.1 Overtime for Part-time Employees (4 Hours or More)**

Employees who work an average of four (4) hours or more per day for five (5) consecutive days shall be compensated at the overtime rate for all hours worked on the sixth (6th) and seventh (7th) consecutive day following the beginning of the employee's work week.

### **6.6.2 Overtime for Part-time Employees (4 Hours or Less)**

Employees who work less than an average of four (4) hours per day for five (5) consecutive days shall be compensated at the overtime rate for all hours worked on the seventh (7th) consecutive day following the beginning of the employee's work week.

### **6.6.3 Overtime for Part-time Employees (7 Hours or More)**

If an employee's workday is less than eight (8) hours but seven (7) hours or more and a workweek of less than forty (40) hours but thirty-five (35) hours or more, all time worked in excess of the established workday and work week shall be deemed to be overtime.

### **6.6.4 Extra Hours/Overtime Payments**

All employees will be paid their monthly pay on the end of month payroll issue. Base pay is determined as regular monthly pay, longevity pay, degree stipends, cell phone stipends, split shift stipends, standby stipends, lead worker stipends, and travel stipends.

All extra hours, extra duties, and overtime hours will be paid on the tenth of the month payroll issue.

## **6.7 Overtime and Additional Time Distribution**

Overtime and additional time [straight time for less than eight-hour (8-hour) employees] shall be distributed and rotated as equally as is practical among employees in the bargaining unit within each department or work site.

### **6.7.1 Shift Differential - Night Custodian**

Any classified employee in the night custodian job classification working a regular assigned night shift shall receive a shift differential in the form of an assigned shift of seven and one-half (7 1/2) hours and a 30 minute paid lunch for which the classified employee shall be paid for eight (8) hours at the regular rate, to be pro-rated for part-time classified employees working four (4) or more hours per day. The paid lunch break shall be taken on site to secure the facility.

### **6.8 Overtime for Employees Receiving a Reduction in Hours as Shift Differential**

Employees who work a seven and one-half (7 1/2) hour shift shall be paid at the appropriate authorized rate for all hours worked in excess of seven and one-half (7 1/2) hours in any one day or excess of thirty-seven and one-half (37 1/2) hours in any workweek.

## **6.9 Compensatory Time Off**

Any employee in the bargaining unit may request to take compensatory time off in lieu of cash compensation for overtime work. Such request shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked.

Compensatory time off shall be granted at the appropriate rate of overtime in accordance with this agreement.

### **6.9.1 Timeline for Taking Compensatory Time**

Compensatory time shall be taken within twelve (12) months of the day on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay.

### **6.10 Call Back Time**

Any employee called back to work after completion of the employee's regular assignment, shall be compensated for at least two (2) hours of work at the appropriate rate irrespective of the actual time less than that required to be worked.

### **6.11 Minimum Call-In Time**

Any employee called in to work on a day when the employee is not scheduled to work shall

receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement irrespective of the actual time less than that required to be worked.

**6.12 Standby Time**

Employees who are authorized for emergency call-in for a calendar month shall receive one hundred fifty (\$150) per month premium in addition to any hours worked.

**6.13 Hours Worked**

For the purpose of computing the number of hours worked, time during which any employee is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the employee.

**6.14 Time Cards**

Employees shall be entitled to complete their own time card.

**6.15 11 Month Employees (also known as 10.5 month)**

The School Secretary I, II, and III work year shall begin ten (10) work days prior to the first student contact day and shall end ten (10) work days after the last student contact day. Vacation, sick leave, and longevity will be earned based on the employee's work year.

**6.16 Stipend: Second Split**

A monthly stipend of one hundred fifty (\$150) will be paid for employees assigned to work a second split.

**6.17 Permanent Changes**

The District will provide C.S.E.A and the employee with notice, prior to implementation, when permanent changes are made to an employee's work schedule. Every effort will be made to provide such notice at least five (5) working days prior to implementing the changes, subject to operational demands.

**6.18 Inservice Day**

One inservice day shall be added to the work year for all 10 and 11 month (formerly known as 10.5 month) employees thereby increasing their work year by one day.

## **ARTICLE 7: PAY AND ALLOWANCES**

### **7.1 Anniversary Date**

All employees shall have a July 1 anniversary date. For the purpose of movement on the salary schedule, all employees who are in paid status for seventy-five percent (75%) of the work year will advance effective July 1st.

#### **7.1.1 Salary Schedule**

Effective July 1, 2022, the base salary schedule shall be increased by six percent (6.0%). Unit members employed as of the date of ratification of this agreement or approval by the board of trustees, whichever is later, are eligible for this increase. The increase shall be paid retroactively for base pay only. All future overtime and extra pay shall be subject to the six percent (6.0%) increase upon the approval of this agreement.

Effective July 1, 2023, the base salary schedule shall be increased by four percent (4.0%).

#### **7.1.2 Classified Salary Schedule**

Effective July 1st, 2023, a single salary schedule shall be established by placing all classified employees on the current NON-PERS SALARY SCHEDULE which shall be known as the CLASSIFIED SALARY SCHEDULE. All employees shall have the employee contribution to CalPERS deducted from their monthly paychecks. As such, the annual salary of all classified employees paid on the current PERS SALARY SCHEDULE shall increase by 7%.

7.1.3 Effective July 1, 2014, the equivalent of an additional 1.5% compensation increase to establish a Supplemental Benefit Allowance to lower the contributions of less than full time employees remaining on Current Health Benefit Plans set forth below (see Appendix E). This Allowance can not be applied to Additional Health Benefit Plans set forth below. This Allowance shall not increase absent future negotiated agreement.

### **7.2 Placement on the Salary Schedule**

It is expected that a new employee will start at the first step of the classification in which the employee is placed. However, in exceptional cases, the Superintendent may recommend starting at the second or higher step, where the employee has had comparable previous working experience.

Recommended placement on the salary schedule should be in accordance with the following:

1-3 years experience	2nd step
4-5 years experience	3rd step
6-7 years experience	4th step
8-9 years experience	5th step
10 years experience or more	6th step

### **7.3 Working Out of Classification**

#### **7.3.1 Salary Adjustment**

Employees directed to perform inconsistent duties as it relates to their classification but are not within the employee's job description, for three (3) days or more within any fifteen (15) day period, shall have the employee's salary adjusted to reflect the duties required to be performed outside the employee's normal assigned duties or a ten percent (10%) differential, whichever is greater for the entire period of time.

### **7.4 Payroll Errors**

Any pay error, not due to the payee's error, which results in insufficient payment for the payee will be corrected within five (5) working days.

### **7.5 Work Outside Regular Work Year**

When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular September - June academic year, the work shall be first offered to the most qualified bargaining unit applicant. No employee shall be required to accept such assignment.

### **7.6 Mileage**

Any employee in the unit required to use their personal vehicle on authorized District business shall be reimbursed at the current IRS rate, to be adjusted annually.

### **7.7 Longevity (Career Increments)**

The District agrees to additionally compensate long-service employees in accordance to the following: Classified personnel shall automatically receive increments at the end of the eighth (8th), twelfth (12th), sixteenth (16th), twentieth (20th), and twenty-fourth (24th) years of service in the Evergreen School District.

All ten (10), eleven (11), and twelve (12) month employees shall be compensated at the rate of one hundred dollars (\$100) monthly for each month or partial month worked. Increments for part-time employees will bear a ratio to the average hours worked during the current year effective with the date of this contract. Longevity increments, for the purpose of salary adjustments shall become part of the base salary. Part-time employees will receive full credit for each full year worked. (Reference Section 7.1 of the Collective Bargaining Agreement.)

#### **7.7.1 Stipend for Degrees**

Bargaining unit employees shall be compensated at the following rates for completion of college degrees:

AA Two hundred fifty dollars (\$250) annually

BS or BA Five hundred dollars (\$500) annually

MA One thousand dollars (\$1,000) annually

PHd One thousand dollars (\$1,000) annually

Stipends shall be paid in 10 equal monthly installments from September to June effective July 1, 2023 as part of the employee's monthly base salary.

#### **7.8 Proof of Auto Insurance**

Any employee using their personal vehicle for district business shall be required to show proof of auto insurance as required by State Law.

#### **7.9 Payroll Payments**

CSEA and the District shall make every effort to implement new payroll processes effective July 1, 2023, due to concerns raised by the District regarding the current methodology for payroll payments.

The District and CSEA shall work collaboratively to attempt to adopt one of the four (4) potential methods to change and improve the methodology for payment of salary payments for ten (10) and (11) month employees, as follows:

- Methodology 1: Nine (9) equal payments for the months of September to May, with a tenth payment equally divided between August and June;
- Methodology 2: Per diem based on the number of hours multiplied by the number of contract days paid for August and June with the remainder of yearly salary divided between nine (9) equal payments for the months of September to May.



- Methodology 3: Nine (9) equal payments for the months of September to May, with a tenth payment divided based on an adjusted percent method: seventy percent (70%) paid in August, and thirty percent (30%) paid in June.
- Methodology 4: Another similar method to address the concerns described above.

CSEA and the District hereby agree to negotiate in good faith, and upon mutual agreement, shall make every effort to adopt one of the four alternative methodologies for payroll payments listed above. CSEA agrees to a study with the District of the four methodologies listed above.

#### **7.10 Payment of Wages and Payroll**

Payment of wages and payroll orders and warrants for unit members for regular base pay shall be drawn at least once during each calendar month, on the last working day of the month in which the employee was in paid status.

Payment of wages and payroll orders and warrants for unit members that pertain to overtime hours, extra hours, and extra duties shall be drawn at least once during each calendar month, on the tenth (10th) day of the month in which the employee was in paid status.

#### **7.11 Translation Support Stipend:**

Effective July 1, 2023, classified personnel who have been pre-determined annually by the supervisor to utilize skills in a language other than English during the course of their regular assignment may be paid one of the following stipends:

- **One hundred dollars (\$100)** stipend for the informal use of language skills as needed to support students, parents/guardians and staff.
- **Five hundred dollars (\$500)** stipend for the use of formal verbal language skills (bilingual skills) certified by the passage of oral bilingual skills proficiency exam.
- **One thousand dollars (\$1000)** stipend for the use of formal verbal and written language skills (biliterate skills) certified by the passage of oral and written skills proficiency exam.

Eligibility shall be determined annually by the supervisor based on the specific language needs of the site/department. The stipend will be paid in equal monthly payments on the regular end of the month payroll. Employees who qualify for and subsequently receive the stipend are expected to utilize their language skills during the course of their regular assignment as needed to support students, parents/guardians and staff and as directed by their supervisor, with the exception of Individualized Education Plan (I.E.P.) meetings.

## **7.12 Personal Hygiene Stipend**

Any classified employee supporting ongoing student diapering as a required medical accommodation (e.g., IEP, Section 504, doctor's note) shall receive the full stipend of \$100 per month when the service is required, to be paid on the 10th of the month. The stipend shall be verified and approved in advance by the supervisor.

## **ARTICLE 8: EMPLOYEE AND DEPENDENT INSURANCE COVERAGE**

### **8.1 Insurance Payment**

#### **8.1.1 Percentage of Contribution**

For eight (8) hour unit employees, the District contributions shall be one hundred percent (100%) of premiums, pro-rated for employees working less than eight (8) hours, but four (4) hours or more through the 2013-14 school year. Effective July 1, 2014, the District contribution shall be prorated as provided in this article.

#### **8.1.2 Insurance Program**

Effective July 1, 2018, the District shall participate in the Self-Insured Schools of California (SISC) and offer the carriers and coverage available through SISC as per signed CSEA MOU (see APPENDIX).

The insurance programs offered shall be as follows:

- a. Blue Shield,
- b. Kaiser
- c. MetLife Dental Insurance (Prepaid)
- d. Delta Dental
- e. American Fidelity Assurance Company, Account No. 4017477
- f. IRC Section 125 Flexible Benefit Plan
- g. VSP

### **Current Health Benefit Plans**

The current structure, benefit coverage plans and District contribution method (composite rate by FTE of 40 hours/week prorated down to 20 hours/week per section 8.1.1) shall remain in effect *subject to the following amendments:*

Beginning July 1, 2014, District and employee contributions toward health and welfare benefits (medical and dental insurance) shall be as set forth below in this article.

1. The District and each employee shall share equally the increased premium costs of health and welfare benefits (medical and dental) for themselves and their families as compared to the 2012-2013 premium costs.

2. Effective with the August 2014 pay warrant, unit members shall contribute, through automatic payroll deduction, this fifty percent (50%) share.
3. The foregoing “50/50” cost sharing shall continue through the 2015-2016 school year (i.e., comparing 2014-2015 to 2013-2014, and 2015-2016 to 2014-2015). The increased employee contribution for each year, beginning with 2013-2014, shall be cumulative. If the monthly premium cost for benefits decreases compared to the prior year, the unit member’s payroll deduction amount will be reduced or eliminated to reflect that reduction.
4. The foregoing “50/50” cost sharing shall continue to take into account the proration of composite premiums based on FTE (100% for 1.0 FTE equaling 40 hours per week down to 50% for .5 FTE equaling 20 hours per week).
5. As of the expiration of this Agreement in 2015-2016, the ratio of the District’s and employee’s share beginning prospectively in 2016-2017 shall be adjusted by the percentage savings/reductions in premium rates over the term of the Agreement through the HBC opinions and findings according to the Sideletter and negotiations process already agreed to. The parties agree to promote wellness programs in their effort to reduce and contain premium costs. The amount of employee and District contributions previously arrived at under the 50/50 ratio will remain in effect.
6. By way of example only, if during the term of this Agreement premium rates are reduced 15% below what they would have been absent plan design or carrier changes, the adjusted ratio for District/unit member premium rate increases effective 2016-2017 would be 65%/35% respectively. The specific calculation for adjustment of this ratio shall be according to section 8. The adjusted ratio of the District’s and employee’s share beginning in 2016-2017 (plus the amount of employee and District contributions previously arrived at under the 50/50 ratio) shall be the status quo unless and until negotiated otherwise by the parties.
7. The parties agree that the foregoing calculations shall be based on an agreed upon method for calculating the cost of benefits per participating FTE annually. This shall include a method that takes the following into account:
  - a. The population in Blue Shield, Kaiser, Delta Dental, MetLife and number of participating FTE as of the close of the open enrollment period on May 31 each year.
  - b. Calculation of a single, average health cost per FTE, based on premium costs for, and population of unit members in all composite structured medical plans, and dental plans. This average health cost per FTE shall be used to determine a uniform payroll deduction amount as well as the overall premium savings from year to year.

8. An example of the foregoing calculations implementing the foregoing “50/50” cost sharing plan, including an adjustment to this ratio beginning in 2016-2017, is attached as Appendix D and incorporated into this Agreement. The parties agree that Appendix D expresses their mutual intent as to the meaning and intended implementation of this Article. Any inconsistencies that might arise between Appendix D and the language in this Article shall be resolved in favor of Appendix D.
9. The District will provide the HBC (and CSEA upon request) all records and data utilized to make the calculations in this Article.
10. If the District receives a rebate in health and welfare costs, the subject of allocation of these funds shall be referred to the HBC for opinions and findings according to the Sideletter and negotiations process already agreed to.
11. The Supplemental Benefit Allowance (Appendix E) shall be utilized by less than full time employees to lower their contributions. This Allowance shall not increase absent future negotiated agreement.

#### **Additional Health Benefit Plans**

The parties agree the District may add, and offer to unit members on or after July 1, 2015, low cost health benefit plans, based on a tiered contribution structure, which are intended to comply with the federal Affordable Health Care Act. In such event, the following provisions shall apply:

1. The District will contribute the premium amount for employee only coverage under a plan with coverage at least equal to the “Silver Level” Standard Benefit Plan Design designated by Covered California according to the following proration schedule:
  - a) 30 to 40 hours per week: 100% of employee only premium cost.
  - b) 25 to less than 30 hours per week: 83% of employee only premium cost.
  - c) 20 to less than 25 hours per week: 66% of employee only premium cost.
2. The specific carrier and plan number meeting the criteria of #1 above will be designated and included in the negotiated Agreement between the parties. The District shall maintain the designated plan and premium contribution level unless negotiated otherwise.

3. The District may add additional low cost plans in the future in which employees may elect to enroll. The District will contribute premiums for such plan up to but not to exceed the amount applicable to the designated plan described in #1 above.

4. Employees who elect to purchase employee only coverage under a plan with premiums in excess of the designated plan, and/or who elect to cover spouse or one or more dependents under any low cost plan, shall pay for the cost of such coverage that exceeds the District contribution as set forth in #1 above.

5. Any employee contributions required by participation in these plans shall be through automatic payroll deductions.

#### **8.1.3 Early Retirement Plan**

Bargaining unit members who have completed fifteen (15) years of continuous service in the Evergreen School District and are between the ages of fifty-eight (58) and sixty-five (65) who opt for an early retirement may continue participation in a district-sponsored health plan. The District will contribute five hundred dollars (\$500) per month toward this participation until age sixty-five (65) years (not to exceed a total of eighty-four (84) months). The contribution (\$500) shall be prorated for bargaining unit members whose final three years average sixty-two and one-half percent (62.5%) or greater.

#### **8.2 Eligibility**

All employees in the bargaining unit who work at least four (4) hours per day shall be covered under the programs provided in the Article, in accordance with Section 8.1.

## **ARTICLE 9: SCHEDULED HOLIDAYS**

### **9.1 Paid Holidays**

For the terms of this contract, the District agrees to provide all employees who were in service at the time of the holiday, the following seventeen (17) paid holidays: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Floating Holiday, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Washington's Birthday, Lincoln's Birthday, Friday Preceding Easter, Monday Succeeding Easter, Memorial Day, and Juneteenth.

### **9.2 Establishment of Calendar**

The District and C.S.E.A. agree to meet and consult on the establishment of a calendar for specific holiday dates each year of this agreement.

### **9.3 Additional Holidays**

Additional holidays will be provided as required by the Education Code (Ed Codes: 37220, 37222, and 45203).

### **9.4 Holiday Eligibility**

Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

#### **9.4.1 Payment for Holidays**

Regular employees of the district who are not normally assigned to duty during the school holiday periods of December holiday break, Winter break, or Spring break, shall be paid for those holidays provided they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period. (To be in conjunction with the calendar relating to school year.)

#### **9.4.2 Compensation for working on a Holiday**

When a classified employee is required to work on any of said holidays, the employee shall be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for the holiday at the rate of time and one-half (1 1/2) of the employee's regular rate of pay.

## **ARTICLE 10: VACATION PLAN**

### **10.1 Eligibility**

All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1 to June 30. Employees shall not be eligible for vacation until they have been in continuous employment for six (6) months, at which time, they will receive vacation credit from their original date of employment.

### **10.2 Accumulation**

On July 1 of each year, vacation days will be credited to each employee's record according to the following schedule:

	<b><u>12-MONTH</u></b>	<b><u>10-MONTH</u></b>	<b><u>11-MONTH</u></b>
1-5 years	12 days	10 days	10.5 days
6-8 years	15 days	12.5 days	13 days
9 years	17 days	14 days	14.5 days
10 years	18 days	15 days	15.5 days
11 years	19 days	16 days	16.5 days
12 years	20 days	17 days	17.5 days

### **10.3 Vacation Carryover**

Any vacation shall be completed during the school year in which it was earned. Five (5) days may be carried over to the following school year, not to exceed twenty-five (25) days of vacation in any one school year.

### **10.4 Vacation Pay**

Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had the employee been in paid working status.

### **10.5 Vacation Pay Upon Separation**

Upon separation from service, the employee shall be entitled to a lump sum compensation for all



earned and unused vacation, except the employees who have not completed six (6) months of employment in probationary status shall not be entitled to such compensation. If an employee is separated and has been granted vacation or other leave which was not yet earned at the time of the separation of the employee's services, the District shall deduct from the employee's severance check the full amount of the salary which was paid for such unearned days that were taken.

#### **10.6 Holidays**

When a holiday falls during the scheduled vacation of any bargaining unit employee, the holiday will not be deducted from the employee's earned vacation.

#### **10.7 Vacation Scheduling**

All annual vacations must be arranged in advance by the employee with the employee's supervisor. The supervisor shall respond to all vacation requests within ten (10) days. If the employee is not permitted to take the employee's full annual vacation due to the workload or extenuating circumstances, the employee shall exercise one of the following options:

- 1) the amount not taken shall accumulate for use in the next school year, up to five (5) days/twenty-five (25) total days pursuant to Section 10.3; or
- 2) be paid in cash; or
- 3) a combination of options 1 and 2 above.

All ten (10) month employees shall take vacation between September 1 and June 30. All eleven (11) month employees shall take vacation between August 1 and June 30.

#### **10.8 Interruption of Vacation**

The School District Governing Board may allow permanent classified employees to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

#### **10.9 Vacation Payout**

In connection with article 7.9, CSEA and the District shall make every effort to implement mutually agreed upon processes for the request for payment of vacation days for 10 and 11 month classified employees on non-workdays in alignment with CalPERS guidance and restrictions.

## **ARTICLE 11: LEAVES**

### **11.1 Absence**

Classified personnel shall not absent themselves from their duty assignment anytime during their duty hours without the approval of their immediate supervisor. Classified personnel shall notify their supervisor when they will be absent. Such notice should be given as soon as possible so a substitute may be obtained, if necessary. Classified personnel shall notify their supervisor of their intention to return to duty before the end of the day. Failure to do so may result in the deduction, from the employee's pay warrant, the amount paid to the substitute. Custodian personnel shall also notify the building principal, both of the absence and return to duty as well as to the supervisor.

### **11.2 Bereavement Leave**

Bargaining unit members shall be allowed a minimum of three (3) days bereavement leave (not necessarily consecutive) for the death of any member of the unit member's immediate family. Unit members may request an additional two (2) days, and if approved, may then utilize up to five (5) total days bereavement leave. Death of a unit member's immediate family includes the following: mother, father, wife, husband, domestic partner, son, daughter, brother, sister, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, step-mother, step-father, step-son, step-daughter, step-brother, step-sister, aunt, uncle, niece, nephew, foster parent, foster child, cousin to the second degree, or any person(s) living in the immediate household of the unit member. Bereavement time will also be granted due to miscarriage, stillbirth, or birth loss.

### **11.3 Jury Duty**

Any classified employee shall have leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. (Exclusive of reimbursement for mileage, parking, and meals.)

### **11.4 Sick Leave**

Every classified employee of the District shall be entitled to leave of absence for illness or injury at a rate of one (1) regular shift per month worked, not to exceed twelve (12) days per year.

Classified personnel transferring from any other California school district, to the Evergreen School District, shall be credited with the verified sick leave they have accumulated in the California school district from which they transferred. If a classified employee is unable to carry

out the employee's duties because of a prolonged period of ill health, or a period of recovery after a severe accident, the employee shall notify the District of the situation with a statement from a licensed physician relative to the nature of the illness or injury. Any employee absent four (4) consecutive school days shall present a statement from a licensed physician that the employee is certified to return to work. The District may also require that an employee present a physician's certification of absence of fewer than four (4) days if there is reason to suspect abuse. The District may request an employee who is on sick leave differential pay to present a statement from a licensed physician or to see a doctor designated by the District at the District's expense.

11.4.1 If an employee is eligible for sick leave while on an approved vacation, the employee may convert their vacation to sick leave by providing a doctor's note.

## **11.5 Parental Leave**

Child Bonding Leave: Employees may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child as provided by CFRA.

Pursuant to Education Code section 45196.1, to qualify for child bonding leave employees must have completed one (1) year (twelve months of employment) for the District but are not required to have at least 1,250 hours of service during the previous one (1) year (twelve month) period.

For birthing parents, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave.

For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave.

Pursuant to Education Code section 45196.1, if an employee exhausts their accumulated sick leave prior to expiration of the twelve (12) week child bonding leave, the employee shall be entitled to differential pay as defined in section 11.4 or 50% of the employee's regular pay whichever is more (AB 2012, effective January 1, 2019).

## **11.6 Industrial Accident or Illness Leave**

### **11.6.1 Provision for Leave**

Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 45192 for personal injury which has qualified for worker's compensation under the provision of the State Compensation Insurance Fund.

### **11.6.2 Duration of Leave**

Such leave shall not exceed sixty (60) days for each industrial accident or illness.

### **11.6.3 District Rights for Examination**

The District has the right to have the unit member examined by a physician designated by the District in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

#### **11.6.3.1 Employee Rights: Personal Physician**

After thirty (30) days from the date the injury or illness is reported, the employee may be treated by a physician or facility of their choice within a reasonable geographic area. If, however, an employee notifies the employer in writing prior to the date of injury that their employee has a personal physician, the employee shall have the right to be treated by that physician from the date of injury. Upon request, the employer shall provide an appropriate form on which the employee may indicate the name of their physician. "Personal Physician" means the employee's regular physician and surgeon who has previously directed the medical treatment of an employee and who retains the employee's medical records and history.

### **11.6.4 Excess Payment**

For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the State Compensation when both sources exceeding the percent of the amount the unit member would have received as salary had there been no industrial accident or illness. If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.

### **11.7 Personal Necessity Leave**

Leave which is credited under Section 11.4 of this Article may be used, at the unit member's election, for the purpose of personal necessity, provided that use of such personal necessity leave does not exceed eight (8) days in any work year, and is deducted from the unit member's earned sick leave resetting annually on July 1. The employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

For purposes of this provision, personal necessity shall be on the following basis:

#### **11.7.1 Additional Leave for Death in Family**

The death of a member of the employee's immediate family when additional leave is required beyond that provided in Section 11.2 of this Article.

#### **11.7.2 Funerals: Other Than Immediate Family**

Funeral attendance for persons other than the immediate family.

#### **11.7.3 Accident or Illness: Self & Immediate Family**

As a result of an accident or illness involving an employee's person or property or the person or property of the employee's immediate family.

#### **11.7.4 Court Appearances**

When resulting from an appearance in any court or before any administrative tribunal as a litigant, party or witness. In the event the employee is a litigant against the District, the employee will not be compensated under personal necessity leave.

#### **11.7.5 Marriage**

Marriage in immediate family, including your own.

#### **11.7.6 Unusual Circumstances**

Circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard but that necessitate immediate attention may be allowed at the discretion of the Superintendent or the Superintendent's designee. Under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or vacation period or for matters which can be taken care of outside the work hours, or for recreational activities.

#### **11.7.7 Approval of Leave**

Before the utilization of personal necessity leave, a unit member shall make every effort to notify the immediate supervisor or the unit member's District designee, except for cases of 11.7.1, 11.7.2, or 11.7.3. Should the circumstances outlined in 11.7.1, 11.7.2, or 11.7.3 arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

### **11.8 Family Illness Leave**

Leave which is credited under Section 11.4 of this Article may be used, at the unit member's

election, for the purpose of family illness not to exceed six (6) days in any work year, and is deducted from the unit member's earned sick leave resetting annually on July 1. The employee shall make every effort to comply with District procedures to enable the District to secure a substitute

### **11.9 Leaves for Retraining and Study**

The Board may grant up to one (1) leave of absence, without pay or benefits, on the recommendation of the Superintendent, to an employee for the purpose of study or retraining, provided the employee has had at least five (5) consecutive years of service in the District. Study and/or retraining shall be granted on the basis of it increasing the value of the employee to the District

### **11.10 Maternity Leave**

#### **11.10.1 Qualification for Leave**

In order to qualify for a maternity leave, an expectant classified employee shall file a statement from their physician indicating the estimated date of delivery.

#### **11.10.2 Employee's Right to Work During Pregnancy**

The classified employee may continue to work as long as their health will permit as certified by a physician, or may request an unpaid leave.

#### **11.10.3 Use of Sick Leave During Pregnancy**

The classified employee may use sick leave benefits during the time the classified employee is unable to work due to physical disability, prior to delivery and including convalescence as determined by a physician. (This provision does not apply to a person who is on unpaid leave during this period.)

#### **11.10.4 Leave for Child Rearing**

A classified employee who is the natural, or adoptive, parent of a child may request an unpaid leave of absence for the purpose of rearing their child. Such leave may be granted upon request by giving the District four (4) weeks notice prior to the anticipated date on which the leave is to commence. A child-rearing leave may be granted for a period not to exceed six (6) months, and the leave request may be renewed, provided that the total time an employee is on leave, paid or unpaid, for maternity and child rearing purposes, shall not exceed one hundred and ninety (190) days.

### **11.11 General Leaves**

When no other leaves are available, a paid or unpaid leave of absence may be granted to an employee when it is in the best interest of the District. In the event the employee exhausts all accumulated paid leave for illness or injury, accumulated vacation must be exhausted before the employee is eligible for other leave.

### **11.12 Continuation of Health/Welfare**

Employees may continue their health and welfare coverage while on an unpaid leave of absence. The employee must pay the health and welfare premiums directly to the District.

## **ARTICLE 12: TRANSFER**

### **12.1 Definition of Location/Position Transfer**

A unit member may be transferred from one location to another or from one position to another when in the best interest of the District and/or at the unit member's request when approved by the Supervisor with the final approval of the Superintendent.

### **12.2 Employee Request for Transfer**

A unit member desiring a transfer shall file a written request with Human Resources. Said request shall remain on file, unless withdrawn by the employee, for a period of six (6) months. The unit member, at their discretion, may renew the request. When a new position is created or an existing position becomes vacant, the District shall give first consideration to bargaining unit employees serving in the same class in the District who have a transfer request on file. Approval of transfer requests shall remain discretionary with the District.

### **12.3 Temporary Transfer**

Unit members who need to be temporarily transferred to a work location other than the employee's normal work site for a period in excess of twenty (20) working days, shall be notified of the approximate length of the temporary assignment and the approximate date of their return to the normal work site.

### **12.4 Transfer Due to Disability**

A permanent employee with two (2) years of consecutive service in the District, who is determined by the District to be incapable of performing the duties of the employee's job classification because of injury or other partial disability, shall be given consideration for other alternate work which they might perform when they have become medically unable to satisfactorily perform the employee's regular job class duties. The alternate work may be in a higher or lower job class as well as a lateral class.



## **ARTICLE 13: PROMOTION**

### **13.1 Definition**

Promotion on the salary schedule shall be deemed to mean assignment to a position which is on a higher classification of the schedule. An individual, when promoted from one classification to another, shall receive the step placement (at a minimum) which results in an increase in salary of five (5) percent over the previous rate. Employees shall inform Human Resources of their application for promotion when promotional opportunities occur. First consideration shall be given to promotional requests when screening and interviewing for a new or vacant position.

#### **13.1.1 Promotion of Part-time Employee**

Employees who are assigned to a position with a higher salary range designation and still retain their original part-time position shall be considered promoted and will receive the five (5) percent increase.

#### **13.1.2 Promotion: Probationary Period**

Employees who are promoted shall serve a six (6) month probationary period before becoming a permanent employee in the new classification but shall retain permanency in their previous position.

### **13.2 Posting of Notice**

Notice of all job vacancies shall be posted in prominent locations throughout the District where unit members work. The job vacancy notice shall remain posted for a period of eight (8) working days. Employees desiring to file for the vacancy shall comply with the posted closing date on the job vacancy notice.

### **13.3 Notice Contents**

The job vacancy notice will include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the number of hours per day, days per week and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

### **13.4 Filing**

Any employee in the bargaining unit may file an application for any vacancy for which qualified by submitting written notice to Human Resources.

### **13.5 Notification of Applicants**

Within five (5) days of the decision to hire, promote, or transfer to a new or vacant position, Human Resources shall notify in writing each unit member applicant whether the unit member has been selected for the position.

### **13.6 Promotional Criteria**

Any employee in the bargaining unit who files for a vacancy during the posting period shall be judged on experience, past performance and evaluations, education and training, special skills, combination of skills, reorganization, employee morale, length of service with the District, equal employment opportunity policies and procedures, and the needs of the District. When a unit employee who is seeking promotion equally fulfills the above criteria, the unit employee will be given preference.

Any employee not selected to fill a vacancy may request of the employee's supervisor a meeting to discuss advancement and the areas needing improvement or training to become qualified for future promotional positions.

### **13.7 Promotion**

A CSEA representative shall be appointed to serve on each interview panel.

## **ARTICLE 14: RECLASSIFICATION/UPGRADE**

### **14.1 RECLASSIFICATION PROCEDURE**

A unit member, or class of positions, is entitled to request that their position(s) be reclassified. The request shall be submitted to the Human Resources Department during the period of October 1-31 of each year.

14.1.2 Nothing in this policy shall preclude the employer's right to initiate reclassification. In such case, CSEA will be notified at the initiation of the District's intended reclassification.

14.1.3 This process shall not result in the employee, or class of employees, being classified at a lower level as a result of bringing the reclassification forward.

14.1.4 All requests which meet the criteria below shall be reviewed by a three member Reclassification Panel which shall include one CSEA appointee, one management appointee, and a neutral appointee, who shall be selected by mutual agreement between the District and CSEA. The District shall pay the cost of the neutral appointee. The Reclassification Panel shall make the recommendation for reclassification to the Assistant Superintendent of Human Resources.

The Reclassification Panel shall complete its task no later than March 1st of the following year.

The recommendations of the panel shall be forwarded to the Assistant Superintendent of Human Resources for decision. The Reclassification Panel shall determine whether a Reclassification request has met the agreed criteria through interviews, research data, and the submitted written request. It shall be the responsibility of the Assistant Superintendent of Human Resources Reclassification Panel, not Human Resources or any manager, to determine whether any request is incomplete, or late.

14.1.5 The employee requesting the reclassification shall bear the burden of proof in respect to presenting the employee's facts and substantiating evidence to the Reclassification Panel.

14.1.6 The immediate supervisor shall review assignment of job duties in respect to the actual job description and may be asked by the panel to comment in writing or verbally in respect to the employee's request and analysis of job duties.

### **14.2 RECLASSIFICATION CRITERIA**

14.2.1 Reclassification cannot occur for the reasons indicated below:

Workload increase will not be considered a basis for reclassification. ("Workload" means the volume or amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are the same, there is no basis for reclassification.)

Seniority or length of service, in the position shall not be a basis for reclassification.

In no instance shall a reclassification result in the reduction of a position or incumbents to a lower salary range.

14.2.2 Reclassification can occur for the reasons indicated below:

New job duties are permanently added to the job or job description by the supervisor. The Reclassification Panel reserves the right to determine the extent and scope of the new duties that would warrant a Reclassification.

New or increased responsibilities (other than increased workload) have been permanently added to the position by the supervisor. The panel shall take into consideration the frequency and time period in which duties outside the job description occurred.

### **14.3 AUTHORITY OF THE RECLASSIFICATION PANEL**

The panel shall have the authority to consider written statements or verbal testimony of witnesses as needed and shall recommend to the Assistant Superintendent of Human Resources the following when considering requests for reclassifications: Range placement; Change in the job description; Job title changes; Creation of new classification or range.

### **14.4 FINAL DECISION REGARDING RECLASSIFICATION**

The Assistant Superintendent of Human Resources shall be forwarded a copy of the panel's recommendation. The Assistant Superintendent of Human Resources shall review the recommendation and determine whether to accept, modify or reject the recommendation. The employee will be notified by the Assistant Superintendent of Human Resources within fifteen (15) working days of the decision made based upon the panel's recommendation.

14.4.1 Any unit member whose reclassification request has been modified or rejected by the Assistant Superintendent of Human Resources shall have the right to appeal the Assistant Superintendent of Human Resources' decision within ten (10) days of the date of notice of rejection. The Superintendent or designee shall hear the unit member's appeal. The designee cannot be anyone with involvement in the initial reclassification process. The unit member(s) shall have the right to CSEA representation during the appeal process. The Superintendent or designee shall have two (2) options with respect to unit member's appeal:

- 1) sustain the previous rejection; or
- 2) support the appeal and effect the reclassification.

14.4.2 All approved reclassifications shall take effect retroactively to July 1 or the date when the employee first assumed the new duties unless special circumstances mutually agreed upon arise.

### **GENERAL PROVISIONS**

- a. Placement in Class: Every position shall be placed in a class.
- b. New Classification: New classifications shall be assigned to the salary schedule, pending negotiations on the appropriate placement of the new classification. Such negotiations shall be completed within thirty (30) days of establishing the new classification.
- c. Reclassification Salary: Upon reclassification of a position or class of positions, the position(s) shall be assigned a range at least one range higher than the former range. Reclassification shall not change an employee's anniversary date.
- d. If it is agreed that the employee has been working out of class, but is not being reclassified, then the employee will be notified in writing that the employee is no longer responsible for some or all of the out-of-class duties. The employee will be paid an appropriate out-of-class differential for the relevant time period.

## **ARTICLE 15: EVALUATION PROCEDURES**

### **15.1 Evaluation**

The evaluation is used to rate each employee in accordance with the requirements of the employee's position on forms approved by the Board of Trustees. The job description should serve as a guideline for which the employee is to be evaluated. This form becomes a permanent record in the employee's personnel file located in Human Resources. Employees shall be allowed to review evaluations contained in their personnel file.

### **15.2 Procedure for Evaluation**

#### **15.2.1 Form Requirements**

The completed evaluation form is to be issued and discussed with the employee at a conference between the employee and the immediate supervisor. Other persons who exercise functional supervision may provide information to be utilized by the line supervisor for the purpose of evaluation.

#### **15.2.2 Procedure**

All markings and comments must be typed or written in ink. In cases where changes or corrections are necessary, they must be initialed by the employee before being placed on file in Human Resources. The signature of the employee on the evaluation form will not indicate that the employee agrees with what has been written; it will merely indicate the employee has read the evaluation. Areas checked below average or unsatisfactory shall include specific recommendations and provisions for assisting the employee in their performance.

#### **15.2.3 Basis of Evaluation**

No evaluation shall be made based on hearsay statements without an attempt by the evaluator to verify the information.

#### **15.2.4 Procedure for Derogatory Information**

Information of a derogatory nature, such as an unsatisfactory evaluation, shall not be entered into a personnel file until the employee is given ten (10) days notice and an opportunity to review and attach a written rebuttal to such derogatory material.

#### **15.2.5 Definition of "Permanent Employee"**

"Permanent Employee" is a regular employee who successfully completed an initial probationary period within six (6) months of service beyond the initial date of employment. The employee's written evaluation is to be transmitted to the employee prior to the last working day in May of

the year to be evaluated. Permanent employees shall be evaluated at least once every 2 years.

#### **15.2.5.1      Definition of Probationary Employee**

“Probationary employee” is defined as an employee hired in a position for a six (6) month probationary period. If the employee is newly hired, the employee may be terminated within this six (6) month period. If the employee is new to the position but a permanent employee of the district, said employee may be removed from the new position and returned to the employee’s former position. All probationary employees should be evaluated prior to the end of the fourth (4th) month and the end of the sixth (6th) month of employment. The District agrees to meet and discuss reasons for the employee's dismissal.

#### **15.2.5.1.1      Extension of Probationary Period**

If an employee fails to complete a successful probationary period, the District may at its option, extend the probationary period an additional three (3) months.

#### **15.2.5.1.2      Notification of Extension**

Prior to extending the probationary period, the District shall notify and discuss with C.S.E.A. their reasons to extend the probationary period.

### **15.3      Evaluation Form**

If the evaluation form is being reviewed for change, the District shall provide notice to C.S.E.A. and give a reasonable opportunity to make recommended changes to the Superintendent prior to implementation.

## **ARTICLE 16: Discipline**

**16.1 Release of Probationary Bargaining Unit Members.** At any time prior to the expiration of the probationary period, the Board may, in its sole discretion, release a probationary classified bargaining unit member from the employ of the District. A probationary classified bargaining unit member shall not be entitled to a hearing or to any statement of reasons for the Board's action.

16.1.1 Discipline of Permanent Classified Bargaining Unit Members. Any bargaining unit member designated as a permanent bargaining unit member shall be subject to disciplinary action only for just cause as prescribed by this Article.

16.1.2 Bargaining unit members shall have a right to CSEA representation at each stage of the disciplinary proceedings.

### **16.2 Definitions**

16.2.1 **Disciplinary action** imposed on permanent bargaining unit members is defined as dismissal, demotion, or suspension.

16.2.2 **Suspension** means temporary removal of a bargaining unit member from the unit member's position with loss of pay.

16.2.3 **Demotion** means involuntary reduction of a bargaining unit member from a given classification to a classification having a lower salary rate or reduction of pay step in classification as a result of disciplinary action.

16.2.4 **Dismissal** means permanent removal of a bargaining unit member from employment in accordance with this Article

**16.3 Causes for Discipline** In addition to any disqualifying or actionable causes otherwise provided by statutes or by policy of this District, each of the following constitutes cause for discipline of a permanent classified bargaining unit member.

16.3.1 Incompetency or inefficiency in the performance of the duties of the unit member's position.

16.3.2 Insubordination (including, but not limited to refusal to do assigned work).

16.3.3 Carelessness or negligence in the performance of duty or in the care or use of District property.

16.3.4 Discourteous, offensive or abusive conduct or language toward other bargaining unit members, pupils or the public.



16.3.5 Dishonesty.

16.3.6 Drinking alcoholic beverages on the job or reporting for work in a state of intoxication.

16.3.7 Use or addiction to the use of narcotics.

16.3.8 Personal misconduct unbecoming a bargaining unit member of the District.

16.3.9 Engaging in a political activity during assigned hours of employment.

16.3.10 Conviction of a felony, conviction of any sex offense made relevant by provisions of the Education Code, or conviction of a misdemeanor which is of such a nature as to adversely affect the bargaining unit member's ability to perform the duties and responsibilities of the unit member's position

16.3.11 Repeated and unexcused absence or tardiness, or excessive absenteeism which adversely impacts the efficient operation of the District.

16.3.12 Abuse of illness leave privileges.

16.3.13 Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records or any other District records.

16.3.14 Persistent violation or refusal to obey safety rules or regulations made applicable to the public schools by the Board or by any appropriate federal, state, or governmental agency.

16.3.15 Offering of anything of value or offering any service in exchange for special treatment in connection with the bargaining unit member's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another bargaining unit member or to any member of the public.

16.3.16 Willful or persistent violation of the Education Code or rules of the Board.

16.3.17 Any willful failure of good conduct tending to injure the public service.

16.3.18 Abandonment of position.

16.3.19 Advocacy of overthrow of federal, state, or local government by force, violence, or other unlawful means.

16.3.20 Refusal to take and subscribe any oath or affirmation which is required by law in connection with unit member's employment.

**16.4 Progressive Steps.** In handling disciplinary matters, it is intended that the discipline shall be commensurate with the offense and that, whenever possible, progressive steps shall be utilized unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate. It is recognized that not all steps should be utilized in all cases. Progressive steps may be as follows:

16.4.1 Warning

16.4.2 Suspension

16.4.3 Involuntary Demotion

16.4.4 Dismissal

**16.5 Discipline Procedure.** Section 16.5.3 to the end of this Article apply only to proposed suspensions, involuntary demotions and dismissals, and not to warnings.

**16.5.1 Written Warning.** Except in those situations where an immediate suspension is justified under this Article a bargaining unit member whose work or conduct is of such character as to incur disciplinary action shall first be specifically warned in writing by the supervisor. Such warning shall state the reasons underlying issuance of the warning.

**16.5.2 Limitation of Time.** No disciplinary action shall be taken for any cause which arose prior to the bargaining unit member becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of disciplinary action such cause was concealed or not disclosed by such bargaining unit member when it could be reasonably assumed that the bargaining unit member should have disclosed the facts to the District.

**16.5.3 Notice of Charges.** The administrator initiating disciplinary action shall file a written notice of such action with the Superintendent or designee and Human Resources. The notice shall be served upon the bargaining unit member personally with a copy to the Association. The notice shall indicate: 1) The specific charges against the bargaining unit member which shall include times, dates and location of chargeable actions or omissions; 2) The disciplinary action penalty proposed; and 3) the bargaining unit member's rights to a hearing under this article.

**16.5.4 Pre-Disciplinary Hearing.** Prior to any action a pre-disciplinary hearing shall be held with any bargaining unit member against whom discipline is proposed. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Superintendent or designee, the Association and representatives and witnesses. The meeting shall be held before an impartial administrator (Superintendent or designee), which shall mean any administrator not directly or indirectly involved in proposing the discipline.

16.5.4.1 All charges against the bargaining unit member and any supporting documents or other evidence shall be made known to the bargaining unit member and the unit member's representative at least at the time of the hearing.

16.5.4.2 Charges which have not been made known to the bargaining unit member, at the time of this hearing, and to which the unit member has not been given the opportunity to respond, at the time of hearings, shall not be part of any written charges. However, this shall not preclude modification of and amendment to pending charges if a pre-disciplinary hearing is held on the additional charges.

**16.5.5 Administrative Decision.** The Superintendent or designee will respond within ten (10) days upon completion of the pre-disciplinary hearing and shall have the authority to prepare a proposed decision on the charges (withdraw, modify, or sustain them).

16.5.5.1 If the administrative decision is to implement or modify the recommended proposed penalty, the bargaining unit member shall receive written notice of the decision. The written notice shall include:

- 1) A statement in ordinary and concise language of the specific acts or omissions upon which the disciplinary action is based including times, dates, and locations.
- 2) A statement of the cause for the action taken,
- 3) The materials upon which the charges are based,
- 4) The right to a hearing, on the charges, at this level,
- 5) A card or paper, the signing of which by the bargaining unit member, shall constitute denial of all charges and a request for hearing with a hearing officer.

16.5.5.2 The bargaining unit member or CSEA may appeal administrative decision to the Board of Trustees within ten (10) days after receipt of the administrative decision. Such appeal must be filed with the Superintendent through Human Resources.

## **16.6 Appeal Process**

16.6.1 If the bargaining unit member or CSEA appeals the administrative decision, the penalty proposed shall not be implemented until the bargaining unit member has exhausted their rights. A bargaining unit member may be relieved of duties without loss of pay at the option of the District.

16.6.2 In arriving at a decision on the propriety of the proposed penalty, the Board may consider the records of any prior disciplinary proceedings against any bargaining unit member in which disciplinary action was ultimately sustained and any records contained in the bargaining unit member's personnel file if such records were introduced into evidence at the hearing.

16.6.3 The decision of the Board shall be in writing and shall contain findings of fact. A copy of the decision shall be delivered to the bargaining unit member and the bargaining unit member's designated representative personally or by registered or certified mail, return receipt requested. The decision of the Board shall be final.

**16.7** The provisions of this Article are not subject to the Grievance Procedures (Article 17).

As used in this Article, "days" means days the District Office is open for business.

## **ARTICLE 17: GRIEVANCE PROCEDURES**

### **17.1 Definition of Grievance Procedure**

The grievance procedure provides a means whereby a regular classified employee or group of regular classified employees may express dissatisfaction about matters growing out of their employment with the District and the mechanics to resolve problems as promptly as possible at the lowest supervisory level with provisions to carry the grievance to successively higher administrative levels until problems are finally resolved, provided that the remedy sought is within the legal authority of the District.

#### **17.1.1 Grievant**

A grievant may be any bargaining unit member of C.S.E.A.

### **17.2 Grievable Issues**

Matters included in the grievance procedure are limited to misinterpretation or violation of this Agreement.

### **17.3 Time-line**

An employee having a grievance has the responsibility to initiate the grievance as promptly as possible or within one (1) calendar month of the occurrence or incident provoking the complaint so that it may be resolved. By mutual agreement, the time limit may be extended.

### **17.4 Responsibilities of Supervisors and Administrative Personnel**

It shall be the responsibility of the immediate supervisor or other appropriate administrative level to hear the aggrieved employees, seek out all the facts in each case, and resolve the problem as soon as it is possible to do so, to request assistance in the resolution of problems as needed; to communicate decisions and supporting reasons to the aggrieved employee or employees.

### **17.5 Steps in Adjustment of Grievance Procedure**

#### **17.5.1 Informal Procedure**

In order to promote a harmonious relationship, open communications and immediate satisfaction, every effort shall be made to resolve problems as promptly as possible at the level of supervision through the informal procedure.

#### **17.5.2 Submitting Grievance**

Informal grievance written or oral, shall be submitted to the employee's immediate supervisor by

the grievant, within thirty (30) days of the act of condition from which the grievance originates.

### **17.5.3 Time-line for Response**

Supervisors shall treat all grievances in a confidential manner exercising dignity and respect, reviewing the facts of the grievance with thoroughness and complete objectivity. Informal discussion between the grievant, and the immediate supervisor or appropriate administrator shall take place in an attempt to resolve the problem when it arises, but no later than five (5) working days after submission of the grievance.

### **17.5.4 Second Level**

If the problem has not been resolved at the immediate supervisory level, the grievant shall then, orally or in writing, request a review of the grievance at the next supervisory level having authority to take corrective action. The supervisor shall notify the next higher level supervisor and shall attempt to hold a conference within three (3) working days after the supervisor has received the grievant's request for an informal review.

### **17.5.5 Grievance Representation**

The grievant must be in attendance. The grievant may present their own case or may present the problem through the recognized employee organization or representative of the grievant's choosing at the informal review and at any subsequent stage of the adjustment procedure. Any employee of the District may serve as a representative without prejudice or loss of salary, provided that the employee notifies their supervisor in advance.

### **17.5.6 Notification: Unfavorable Decision**

If the decision rendered is unfavorable to the aggrieved party, the person hearing the grievance shall submit a brief written report of the procedure followed, facts considered, and the basis for the decision to the aggrieved party with copies to the Superintendent or designated representative.

## **17.6 Formal Procedure - Administrative Review**

### **17.6.1 Complaint to Superintendent: Written**

Failing to resolve the difficulties through the informal procedures, and if the grievant remains dissatisfied, the grievant shall submit a written complaint within five (5) working days after receipt of the informal decision and request a review of the grievance by the Office of the Superintendent. The written request shall include: A clear statement of the complaint; the courses of action taken in attempting to resolve the complaint under the informal procedure including decisions rendered; the reasons for the complaint; copies of documents considered appropriate to

the complaint; and name of grievant's representative.

#### **17.6.2 Time-line**

The Superintendent or a designated representative shall hold a conference with all interested parties within five (5) working days of receipt, unless there is mutual agreement that more time shall be allowed. The Superintendent, following administrative review of the grievance, shall within five (5) working days after completion of administrative review, render a decision.

### **17.7 Board of Trustees Review**

#### **17.7.1 Request for Hearing**

If the appellant is dissatisfied with the decision of the administrative review, the appellant may send to the Superintendent, within five (5) working days after receipt of the decision, a written request for a hearing before the Board of Trustees.

#### **17.7.2 Requirement of Superintendent**

A copy of the appeal shall be provided to the Superintendent and the appellant shall be required to submit a written reply to the points made in the appeal within five (5) working days of receipt thereof.

#### **17.7.3 Hearing Procedure**

The Board of Trustees shall convene a hearing at the earliest practicable date. They shall establish their own procedures. They shall review the written statements submitted by the parties to the grievance. The appellant and respondent may request the presence of witnesses. The Board of Trustees shall be empowered to direct the attendance of any District employees at the hearing without loss of salary to the employee. The hearing should be taped in order to provide an accurate transcript of the proceeding, should it be needed at some later time.

#### **17.7.4 Notification from the Board**

When the Board of Trustees has reached a decision, it shall notify the Superintendent and the individuals involved as soon as possible after the completion of the review of the appeal. The Superintendent shall implement the decision.

#### **17.7.5 Board Decisions**

The decision of the Board of Trustees on an appeal shall be final and conclusive.

## **ARTICLE 18: PROFESSIONAL GROWTH**

### **18.1 Professional Growth Increment Requirements**

#### **18.1.1 Completion Requirements**

Professional growth increments can be earned upon the completion of nine (9) units of study and the end of the second continuous year of employment, and may be earned every year thereafter with the completion of nine (9) units of approved study, not to exceed five (5) increments of professional growth.

#### **18.1.2 Requirements for Earning Increments**

Professional Growth increments can be earned by employees who work ten (10) or twelve (12) months, each year, for a minimum of four (4) hours per day.

#### **18.1.3 Recognized Way to Earn Increments**

Professional Growth increments may be earned by completing courses such as:

- a. Nine (9) units of work in junior college or college
- b. Nine (9) units of work in adult education
- c. Nine (9) units of work in in-service training programs offered by the Board of Trustees.

#### **18.1.4 Earned Increments: Pay Adjustment**

Professional Growth increments based on completion and approval of the above requirements will be one hundred and twenty-five dollars (\$125.00). This amount will be added to the annual salary of the employee for each subsequent year of employment. Completion of the Food Service Certification Plan will add one hundred dollars (\$100.00) to the annual salary of the employee assigned to the Child Nutrition Program.

### **18.2 Unit Evaluation Requirements**

#### **18.2.1 Applicable Units**

Of the nine (9) units required for a professional growth increment, seven (7) units must relate directly to the employee's specific classification or area of employment in the district, or all nine (9) units may be in the area of their classification.



### **18.2.2 Date Credits Apply**

Credit may be granted only for courses completed after January 1, 1970 or the date of beginning employment with the Evergreen School District, whichever is later.

### **18.2.3 Unit Equivalency/College Level**

One (1) unit [or one (1) semester] normally represents one (1) hour per week during one (1) semester in lecture or recitation work with necessary preparation time or three (3) hours per week in laboratory or other preparation.

### **18.2.4 Credit for Adult Education/Chapter Officer**

Credit for classes in adult education or other approved educational experiences will be equated as follows:

Total Hours in	Absences	Professional Growth
<u>Adult Ed Courses</u>	<u>Permitted</u>	<u>Units Granted</u>
10 - 15 Hours	None	1/2
16 - 20	1	1
21 - 30	1	1 1/2
31 - 40	2	2
41 - 50	2	2 1/2
51 hours or more	3	3

Holding Office of President of C.S.E.A. Local Chapter - 1 year 3 (One time only)

### **18.2.5 Classified Employee's Responsibility**

It is the responsibility of the classified employee to apply for professional growth credit and verify completion of course-work with Human Resources.

### **18.2.6 Grade/Attendance Requirement**

All professional growth candidates taking courses in adult education must obtain a satisfactory grade and follow the attendance schedule as noted in the policy, in order to receive full credit for the course.

### **18.2.7 Requirements for Trade Extension Classes**

Courses taken as trade extension classes for journeyman craftsman may be taken for credit when the course is directly related to the individual's area of employment.

### **18.2.8 Transcript/Grade Verification**

An official transcript, verified grade card, or instructor's signed statement covering work completed to fulfill requirements for the professional growth increments must be completed and on file in Human Resources. If an instructor's signature is offered in lieu of a transcript, a transcript must follow. All documentation must be submitted no later than the applicable date mentioned below to obtain the full year increment.

- a) June 30, for employees working on a twelve-month (12 month) basis.
- b) July 31, for employees working on an eleven-month (11 month) basis.
- c) August 15, for employees working on a ten month (10 month) basis or less.

Any documentation submitted after the above dates, the increment will be prorated based on the date submitted.

## **ARTICLE 19: CHILD ABUSE REPORTING**

The District agrees to in-service all new employees on child abuse reporting.

## **ARTICLE 20: STAFF DEVELOPMENT.**

If a District Staff Development Committee is formed, C.S.E.A. shall have representation on the committee.

## **ARTICLE 21: SAVINGS CLAUSE**

### **21.1   Invalidation of Any Part of Contract Due to Change in Law**

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

### **21.2   Renegotiations Due to Invalidation of Contract Sections**

In the event of suspension or invalidation of any article or section of this agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## **ARTICLE 22: CONCERTED ACTIVITIES**

The C.S.E.A. and the District agree that grievances and disputes involving the terms and conditions of this agreement are to be settled by the grievance or consultation procedures, as provided for in this agreement, without resort to strikes, lock-outs, or any concerted refusal to perform work duties as required in this agreement.

## **ARTICLE 23: CONCLUSIVE OF AGREEMENT**

During the terms of the agreement, both parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter whether referred to or covered in this agreement or not, even though each subject or matter may not have been with the knowledge or contemplation of either or both the District and C.S.E.A. at the time they met and negotiated on and executed this agreement, and even though such subjects or matters were proposed and later withdrawn, unless mutually agreed otherwise.

*Dr. Antoine Hawkins*

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Dr. Antoine Hawkins  
Superintendent

*Pauline Benton*

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Pauline Benton  
President, Evergreen Chapter #432

*Aaron Brengard*

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Aaron Brengard  
Director, Human Resources

*Diane Hobbs*

---

Diane Hobbs  
Evergreen Chapter #432

*Victoria Knutson*

---

Victoria Knutson  
Chief Business Officer

*Cassie Giannotta*

---

Cassie Giannotta  
Evergreen Chapter #432

*Rachel Trowbridge*

---

Rachel Trowbridge  
Principal

*Maria Bettencourt*

---

Maria Bettencourt  
Evergreen Chapter #432

*Gina Fierro*

---

Gina Fierro  
Principal

*Robin James-Utigaard*

---

Robin James-Utigaard  
CSEA Labor Relations Representative

*Danielle Nunes*

---

Danielle Nunes  
Confidential HR Specialist

12/21/2022

Date

12/21/2022

Date

**CLASSIFIED EMPLOYEES SALARY SCHEDULE**

ACTIVE CLASSIFICATIONS	
Adaptive Behavioral Analyst	25
Administrative Assistant	35
Administrative Secretary	34
Accountant	48
Account Assistant II	33
Account Technician	34
Bus Driver	34
CNS Line Assistant	18
CNS Assistant	20
CNS Production Manager	34
Community School Assistant	21
Community School Liaison	31
Clerical Assistant	23
Custodian I	28
Custodian II	30
Custodian III	32
Grounds Worker I	29
Grounds Worker II	31
Health Office Assistant	27
Instructional Assistant	21
Instructional Assistant/ELD	24
Instructional Assistant/Special Education	22
Instructional Assistant/Transitional Kindergarten	21
Lead Bus Driver	38
Library/Media Assistant	25
Maintenance Worker III	36
Mechanic	38
Mechanic II	42
Network Systems Technician	45
Network Analyst	53
Office Assistant	26
Payroll/Accounting Analyst	38
Purchasing Analyst	40
Student Information System/Data Specialist	40
School Secretary I	30
School Secretary II	33
School Secretary III	33
Special Projects Assistant	26
Staff Secretary	33
Student Data Coordinator	46
Support Specialist	40
Technology Project Technician	38
Technology Project Technician II	42
Warehouse Worker/Delivery Driver	32
Warehouse Worker/Delivery II	33
ARCHIVED CLASSIFICATIONS	
Account Assistant I	30
Accounting Analyst	36
Bus Driver/Trainer	31
CNS System Technician	28
ELD Assessments Specialist	26
Energy Technology Electrician Tech	40
Instructional Assistant/Computer Lab	22
Maintenance Custodian	31
Maintenance Worker I	32
Maintenance Worker II	38
Nutrition Education Specialist	35
Purchasing Assistant	28
Purchasing Assistant II	30
Special Needs Bus Aide	22
Technology Maintenance Technician	32

HEALTH BENEFIT (based on full time employment)	
Employee Annual Contribution (8 hrs)	\$ 2,053.80 <i>(prorated by hours and calendar)</i>
<ul style="list-style-type: none"> <li>Blue Shield of Calif./Kaiser</li> <li>Delta Dental/MetLife</li> <li>Income Protection</li> </ul>	
Employer Annual Contribution (8 hrs)	\$ 22,020.00
<ul style="list-style-type: none"> <li>Blue Shield of Calif. or Kaiser</li> <li>Delta Dental or MetLife Dental</li> <li>Income Protection</li> </ul>	\$ 17,772.00 \$ 1,799.00 \$ 985.00 \$ 224.00
EMPLOYER MONTHLY CONTRIBUTIONS	
<b>PERS (Retirement)</b>	25.37%
<b>Workers' Compensation</b>	1.1137%
<b>State Unemployment Insurance FICA</b>	1.23%
<b>FICA</b>	6.20%
<b>Mandated Medicare</b>	1.45%

EMPLOYEE ANNUAL STIPENDS (paid monthly)	
<b>College Degree</b>	
<ul style="list-style-type: none"> <li>AA</li> <li>BA or BS</li> <li>MA</li> <li>PhD</li> </ul>	\$ 250 \$ 500 \$ 1,000 \$ 1,000
<b>Child Nutrition Certification</b>	\$ 100
<b>Professional Growth</b>	
<ul style="list-style-type: none"> <li>\$125 annually for every 9 units as approved</li> </ul>	\$125 to \$625
<b>Translation Support Stipend</b>	
<ul style="list-style-type: none"> <li>Bilingual Informal Support</li> <li>Bilingual Certified Support*</li> <li>Bilingual/Biliterate Certified Support*</li> </ul>	\$ 100 \$ 500 \$ 1,000
<i>*requires skills assessment</i>	

EMPLOYEE MONTHLY STIPEND	
<b>Personal Hygiene Stipend</b>	\$ 100
<i>When service medically required (e.g., IEP, Section 504, doctor's note)</i>	
MONTHLY LONGEVITY INCREMENTS	
8 years	\$ 100
12 years	\$ 200
16 years	\$ 300
20 years	\$ 400
24 years	\$ 500
Increments are based on hours worked per day and days worked per year. 3 hour or more part time employee's longevity compensation will bear a ratio to the average hours worked during the current year	

Board approved 1/12/23 (revised 4/8/23)

## APPENDIX A-1: Classified Salary Schedules

<b>CLASSIFIED SALARY SCHEDULE</b> <b>2022-2023 PERS (aka CLASSIC)</b> PERS members before 1/1/2013												
STEP	1		2		3		4		5		6	
RANGE	HOURLY	MONTHLY (based on 8 hours FTE)	HOURLY	MONTHLY (based on 8 hours FTE)	HOURLY	MONTHLY (based on 8 hours FTE)	HOURLY	MONTHLY (based on 8 hours FTE)	HOURLY	MONTHLY (based on 8 hours FTE)	HOURLY	MONTHLY (based on 8 hours FTE)
18					17.83	3,102	18.74	3,261	19.67	3,422	20.70	3,602
19			17.40	3,027	18.31	3,186	19.23	3,346	20.19	3,513	21.19	3,687
20			17.83	3,102	18.74	3,261	19.67	3,422	20.70	3,602	21.73	3,780
21	17.40	3,027	18.31	3,186	19.23	3,346	20.19	3,513	21.19	3,687	22.28	3,877
22	17.83	3,102	18.74	3,261	19.67	3,422	20.70	3,602	21.73	3,780	22.84	3,974
23	18.31	3,186	19.23	3,346	20.19	3,513	21.19	3,687	22.28	3,877	23.41	4,073
24	18.74	3,261	19.67	3,422	20.70	3,602	21.73	3,780	22.84	3,974	23.99	4,173
25	19.23	3,346	20.19	3,513	21.19	3,687	22.28	3,877	23.41	4,073	24.60	4,280
26	19.67	3,422	20.70	3,602	21.73	3,780	22.84	3,974	23.99	4,173	25.21	4,386
27	20.19	3,513	21.19	3,687	22.28	3,877	23.41	4,073	24.60	4,280	25.84	4,497
28	20.70	3,602	21.73	3,780	22.84	3,974	23.99	4,173	25.21	4,386	26.49	4,609
29	21.19	3,687	22.28	3,877	23.41	4,073	24.60	4,280	25.84	4,497	27.12	4,720
30	21.73	3,780	22.84	3,974	23.99	4,173	25.21	4,386	26.49	4,609	27.81	4,840
31	22.28	3,877	23.41	4,073	24.60	4,280	25.84	4,497	27.12	4,720	28.50	4,960
32	22.84	3,974	23.99	4,173	25.21	4,386	26.49	4,609	27.81	4,840	29.24	5,088
33	23.41	4,073	24.60	4,280	25.84	4,497	27.12	4,720	28.50	4,960	29.97	5,215
34	23.99	4,173	25.21	4,386	26.49	4,609	27.81	4,840	29.24	5,088	30.72	5,345
35	24.60	4,280	25.84	4,497	27.12	4,720	28.50	4,960	29.97	5,215	31.48	5,477
36	25.21	4,386	26.49	4,609	27.81	4,840	29.24	5,088	30.72	5,345	32.24	5,610
37	25.84	4,497	27.12	4,720	28.50	4,960	29.97	5,215	31.48	5,477	33.07	5,754
38	26.49	4,609	27.81	4,840	29.24	5,088	30.72	5,345	32.24	5,610	33.90	5,899
39	27.12	4,720	28.50	4,960	29.97	5,215	31.48	5,477	33.07	5,754	34.70	6,038
40	27.81	4,840	29.24	5,088	30.72	5,345	32.24	5,610	33.90	5,899	35.59	6,193
41	28.50	4,960	29.97	5,215	31.48	5,477	33.07	5,754	34.70	6,038	36.50	6,350
42	29.24	5,088	30.72	5,345	32.24	5,610	33.90	5,899	35.59	6,193	37.37	6,503
43	29.97	5,215	31.48	5,477	33.07	5,754	34.70	6,038	36.50	6,350	38.31	6,666
44	30.72	5,345	32.24	5,610	33.90	5,899	35.59	6,193	37.37	6,503	39.26	6,830
45	31.48	5,477	33.07	5,754	34.70	6,038	36.50	6,350	38.31	6,666	40.25	7,003
46	32.24	5,610	33.90	5,899	35.59	6,193	37.37	6,503	39.26	6,830	41.28	7,183
47	33.07	5,754	34.70	6,038	36.50	6,350	38.31	6,666	40.25	7,003	42.32	7,363
48	33.90	5,899	35.59	6,193	37.37	6,503	39.26	6,830	41.28	7,183	43.38	7,549
49	34.70	6,038	36.50	6,350	38.31	6,666	40.25	7,003	42.32	7,363	44.46	7,737
50	35.59	6,193	37.37	6,503	39.26	6,830	41.28	7,183	43.38	7,549	45.56	7,927
51	36.50	6,350	38.31	6,666	40.25	7,003	42.32	7,363	44.46	7,737	46.69	8,124
52	37.37	6,503	39.26	6,830	41.28	7,183	43.38	7,549	45.56	7,927	47.85	8,326
53	38.31	6,666	40.25	7,003	42.32	7,363	44.46	7,737	46.69	8,124	49.05	8,535

Board approved 1/12/23 | additional 4% increase scheduled for 2023-2024

# CLASSIFIED SALARY SCHEDULE

## 2022-2023 Non-PERS (aka P.E.P.R.A)

PERS member on or after 1/1/2013

STEP	1		2		3		4		5		6	
RANGE	HOURLY	MONTHLY (based on 8 hours FTE)	HOURLY	MONTHLY (based on 8 hours FTE)	HOURLY	MONTHLY (based on 8 hours FTE)	HOURLY	MONTHLY (based on 8 hours FTE)	HOURLY	MONTHLY (based on 8 hours FTE)	HOURLY	MONTHLY (based on 8 hours FTE)
18			18.15	3,159	19.10	3,323	20.05	3,488	21.06	3,664	22.15	3,854
19			18.61	3,238	19.57	3,405	20.58	3,581	21.57	3,753	22.71	3,951
20	18.15	3,159	19.10	3,323	20.05	3,488	21.06	3,664	22.15	3,854	23.23	4,042
21	18.61	3,238	19.57	3,405	20.58	3,581	21.57	3,753	22.71	3,951	23.85	4,150
22	19.10	3,323	20.05	3,488	21.06	3,664	22.15	3,854	23.23	4,042	24.42	4,249
23	19.57	3,405	20.58	3,581	21.57	3,753	22.71	3,951	23.85	4,150	25.06	4,361
24	20.05	3,488	21.06	3,664	22.15	3,854	23.23	4,042	24.42	4,249	25.67	4,466
25	20.58	3,581	21.57	3,753	22.71	3,951	23.85	4,150	25.06	4,361	26.31	4,578
26	21.06	3,664	22.15	3,854	23.23	4,042	24.42	4,249	25.67	4,466	27.01	4,700
27	21.57	3,753	22.71	3,951	23.85	4,150	25.06	4,361	26.31	4,578	27.69	4,818
28	22.15	3,854	23.23	4,042	24.42	4,249	25.67	4,466	27.01	4,700	28.33	4,929
29	22.71	3,951	23.85	4,150	25.06	4,361	26.31	4,578	27.69	4,818	29.04	5,053
30	23.23	4,042	24.42	4,249	25.67	4,466	27.01	4,700	28.33	4,929	29.74	5,175
31	23.85	4,150	25.06	4,361	26.31	4,578	27.69	4,818	29.04	5,053	30.50	5,306
32	24.42	4,249	25.67	4,466	27.01	4,700	28.33	4,929	29.74	5,175	31.29	5,444
33	25.06	4,361	26.31	4,578	27.69	4,818	29.04	5,053	30.50	5,306	32.04	5,576
34	25.67	4,466	27.01	4,700	28.33	4,929	29.74	5,175	31.29	5,444	32.83	5,713
35	26.31	4,578	27.69	4,818	29.04	5,053	30.50	5,306	32.04	5,576	33.68	5,860
36	27.01	4,700	28.33	4,929	29.74	5,175	31.29	5,444	32.83	5,713	34.50	6,004
37	27.69	4,818	29.04	5,053	30.50	5,306	32.04	5,576	33.68	5,860	35.38	6,157
38	28.33	4,929	29.74	5,175	31.29	5,444	32.83	5,713	34.50	6,004	36.25	6,308
39	29.04	5,053	30.50	5,306	32.04	5,576	33.68	5,860	35.38	6,157	37.15	6,464
40	29.74	5,175	31.29	5,444	32.83	5,713	34.50	6,004	36.25	6,308	38.06	6,623
41	30.50	5,306	32.04	5,576	33.68	5,860	35.38	6,157	37.15	6,464	39.04	6,794
42	31.29	5,444	32.83	5,713	34.50	6,004	36.25	6,308	38.06	6,623	40.01	6,962
43	32.04	5,576	33.68	5,860	35.38	6,157	37.15	6,464	39.04	6,794	41.01	7,136
44	32.83	5,713	34.50	6,004	36.25	6,308	38.06	6,623	40.01	6,962	42.02	7,311
45	33.68	5,860	35.38	6,157	37.15	6,464	39.04	6,794	41.01	7,136	43.07	7,495
46	34.50	6,004	36.25	6,308	38.06	6,623	40.01	6,962	42.02	7,311	44.16	7,685
47	35.38	6,157	37.15	6,464	39.04	6,794	41.01	7,136	43.07	7,495	45.27	7,876
48	36.25	6,308	38.06	6,623	40.01	6,962	42.02	7,311	44.16	7,685	46.39	8,072
49	37.15	6,464	39.04	6,794	41.01	7,136	43.07	7,495	45.27	7,876	47.55	8,273
50	38.06	6,623	40.01	6,962	42.02	7,311	44.16	7,685	46.39	8,072	48.76	8,484
51	39.04	6,794	41.01	7,136	43.07	7,495	45.27	7,876	47.55	8,273	49.97	8,695
52	40.01	6,962	42.02	7,311	44.16	7,685	46.39	8,072	48.76	8,484	51.20	8,908
53	41.01	7,136	43.07	7,495	45.27	7,876	47.55	8,273	49.97	8,695	52.48	9,131

Board approved 1/12/23 | additional 4% increase scheduled for 2023-2024

**EVERGREEN SCHOOL DISTRICT**  
**2023-2024**  
**CLASSIFIED EMPLOYEES SALARY SCHEDULE**

ACTIVE CLASSIFICATIONS	
Adaptive Behavioral Analyst	25
Administrative Assistant	35
Administrative Secretary	34
Accountant	48
Account Assistant II	33
Account Technician	34
Bus Driver	34
CNS Line Assistant	18
CNS Assistant	20
CNS Production Manager	34
Community School Assistant	21
Community School Liaison	31
Clerical Assistant	23
Custodian I	28
Custodian II	30
Custodian III	32
Grounds Worker I	29
Grounds Worker II	31
Health Office Assistant	27
Instructional Assistant	21
Instructional Assistant/ELD	24
Instructional Assistant/Special Education	22
Instructional Assistant/Transitional Kindergarten	21
Lead Bus Driver	38
Library/Media Assistant	25
Maintenance Worker III	36
Mechanic	38
Mechanic II	42
Network Systems Technician	45
Network Analyst	53
Office Assistant	26
Payroll/Accounting Analyst	38
Purchasing Analyst	40
Student Information System/Data Specialist	40
School Secretary I	30
School Secretary II	33
School Secretary III	33
Special Projects Assistant	26
Staff Secretary	33
Student Data Coordinator	46
Support Specialist	40
Technology Project Technician	38
Technology Project Technician II	42
Warehouse Worker/Delivery Driver	32
Warehouse Worker/Delivery II	33
ARCHIVED CLASSIFICATIONS	
Account Assistant I	30
Accounting Analyst	36
Bus Driver/Trainer	31
CNS System Technician	28
ELD Assessments Specialist	26
Energy Technology Electrician Tech	40
Instructional Assistant/Computer Lab	22
Maintenance Custodian	31
Maintenance Worker I	32
Maintenance Worker II	38
Nutrition Education Specialist	35
Purchasing Assistant	28
Purchasing Assistant II	30
Special Needs Bus Aide	22
Technology Maintenance Technician	32

HEALTH BENEFIT (based on full time employment)	
Employee Annual Contribution (8 hrs)	\$ 2,747.80 <i>(prorated by hours and calendar)</i>
<ul style="list-style-type: none"> <li>Blue Shield of Calif./Kaiser</li> <li>Delta Dental/MetLife</li> <li>Income Protection</li> </ul>	
Employer Annual Contribution (8 hrs)	
<ul style="list-style-type: none"> <li>Blue Shield of Calif. or Kaiser</li> <li>Delta Dental or MetLife Dental</li> <li>Income Protection</li> </ul>	\$ 23,088.00 \$ 19,188.00 \$ 1,713.60 \$ 935.88 \$ 224.00
EMPLOYER MONTHLY CONTRIBUTIONS	
<b>PERS (Retirement)</b>	26.68%
<b>Workers' Compensation</b>	1.2129%
<b>State Unemployment Insurance</b>	0.500%
<b>FICA</b>	6.26%
<b>Mandated Medicare</b>	1.45%

EMPLOYEE ANNUAL STIPENDS (paid monthly)	
<b>College Degree</b>	
<ul style="list-style-type: none"> <li>AA</li> <li>BA or BS</li> <li>MA</li> <li>PhD</li> </ul>	\$ 250 \$ 500 \$ 1,000 \$ 1,000
<b>Child Nutrition Certification</b>	\$ 100
<b>Professional Growth</b>	
<ul style="list-style-type: none"> <li>\$125 annually for every 9 units as approved</li> </ul>	\$125 to \$625
<b>Translation Support Stipend</b>	
<ul style="list-style-type: none"> <li>Bilingual Informal Support</li> <li>Bilingual Certified Support*</li> <li>Bilingual/Biliterate Certified Support*</li> </ul>	\$ 100 \$ 500 \$ 1,000
<i>*requires skills assessment</i>	

EMPLOYEE MONTHLY STIPEND	
<b>Personal Hygiene Stipend</b>	\$ 100
<i>When service medically required (e.g., IEP, Section 504, doctor's note)</i>	
MONTHLY LONGEVITY INCREMENTS	
8 years	\$ 100
12 years	\$ 200
16 years	\$ 300
20 years	\$ 400
24 years	\$ 500
Increments are based on hours worked per day and days worked per year. 3 hour or more part time employee's longevity compensation will bear a ratio to the average hours worked during the current year	

Board approved 1/12/23 (revised 5/19/23)



# CLASSIFIED SALARY SCHEDULE

## 2023-2024

STEP	1		2		3		4		5		6	
RANGE	HOURLY	MONTHLY (based on 8 hours FTE)	HOURLY	MONTHLY (based on 8 hours FTE)	HOURLY	MONTHLY (based on 8 hours FTE)	HOURLY	MONTHLY (based on 8 hours FTE)	HOURLY	MONTHLY (based on 8 hours FTE)	HOURLY	MONTHLY (based on 8 hours FTE)
18			18.88	3,285	19.86	3,456	20.85	3,628	21.90	3,811	23.04	4,009
19			19.35	3,367	20.35	3,541	21.40	3,724	22.43	3,903	23.62	4,110
20	18.88	3,285	19.86	3,456	20.85	3,628	21.90	3,811	23.04	4,009	24.16	4,204
21	19.35	3,367	20.35	3,541	21.40	3,724	22.43	3,903	23.62	4,110	24.80	4,315
22	19.86	3,456	20.85	3,628	21.90	3,811	23.04	4,009	24.16	4,204	25.40	4,420
23	20.35	3,541	21.40	3,724	22.43	3,903	23.62	4,110	24.80	4,315	26.06	4,534
24	20.85	3,628	21.90	3,811	23.04	4,009	24.16	4,204	25.40	4,420	26.70	4,646
25	21.40	3,724	22.43	3,903	23.62	4,110	24.80	4,315	26.06	4,534	27.36	4,761
26	21.90	3,811	23.04	4,009	24.16	4,204	25.40	4,420	26.70	4,646	28.09	4,888
27	22.43	3,903	23.62	4,110	24.80	4,315	26.06	4,534	27.36	4,761	28.80	5,011
28	23.04	4,009	24.16	4,204	25.40	4,420	26.70	4,646	28.09	4,888	29.46	5,126
29	23.62	4,110	24.80	4,315	26.06	4,534	27.36	4,761	28.80	5,011	30.20	5,255
30	24.16	4,204	25.40	4,420	26.70	4,646	28.09	4,888	29.46	5,126	30.93	5,382
31	24.80	4,315	26.06	4,534	27.36	4,761	28.80	5,011	30.20	5,255	31.72	5,519
32	25.40	4,420	26.70	4,646	28.09	4,888	29.46	5,126	30.93	5,382	32.54	5,662
33	26.06	4,534	27.36	4,761	28.80	5,011	30.20	5,255	31.72	5,519	33.32	5,798
34	26.70	4,646	28.09	4,888	29.46	5,126	30.93	5,382	32.54	5,662	34.14	5,940
35	27.36	4,761	28.80	5,011	30.20	5,255	31.72	5,519	33.32	5,798	35.03	6,095
36	28.09	4,888	29.46	5,126	30.93	5,382	32.54	5,662	34.14	5,940	35.88	6,243
37	28.80	5,011	30.20	5,255	31.72	5,519	33.32	5,798	35.03	6,095	36.80	6,403
38	29.46	5,126	30.93	5,382	32.54	5,662	34.14	5,940	35.88	6,243	37.70	6,560
39	30.20	5,255	31.72	5,519	33.32	5,798	35.03	6,095	36.80	6,403	38.64	6,723
40	30.93	5,382	32.54	5,662	34.14	5,940	35.88	6,243	37.70	6,560	39.58	6,887
41	31.72	5,519	33.32	5,798	35.03	6,095	36.80	6,403	38.64	6,723	40.60	7,064
42	32.54	5,662	34.14	5,940	35.88	6,243	37.70	6,560	39.58	6,887	41.61	7,240
43	33.32	5,798	35.03	6,095	36.80	6,403	38.64	6,723	40.60	7,064	42.65	7,421
44	34.14	5,940	35.88	6,243	37.70	6,560	39.58	6,887	41.61	7,240	43.70	7,604
45	35.03	6,095	36.80	6,403	38.64	6,723	40.60	7,064	42.65	7,421	44.79	7,793
46	35.88	6,243	37.70	6,560	39.58	6,887	41.61	7,240	43.70	7,604	45.93	7,992
47	36.80	6,403	38.64	6,723	40.60	7,064	42.65	7,421	44.79	7,793	47.08	8,192
48	37.70	6,560	39.58	6,887	41.61	7,240	43.70	7,604	45.93	7,992	48.25	8,396
49	38.64	6,723	40.60	7,064	42.65	7,421	44.79	7,793	47.08	8,192	49.45	8,604
50	39.58	6,887	41.61	7,240	43.70	7,604	45.93	7,992	48.25	8,396	50.71	8,824
51	40.60	7,064	42.65	7,421	44.79	7,793	47.08	8,192	49.45	8,604	51.97	9,043
52	41.61	7,240	43.70	7,604	45.93	7,992	48.25	8,396	50.71	8,824	53.25	9,266
53	42.65	7,421	44.79	7,793	47.08	8,192	49.45	8,604	51.97	9,043	54.58	9,497

Board approved 1/12/23

**EVERGREEN SCHOOL DISTRICT  
2022-2023  
OCCUPATIONAL THERAPIST SALARY SCHEDULE**

OCCUPATIONAL THERAPIST	
Work Year	197 days

<b>Non-P.E.R.S. Salary Schedule (aka PEPR)</b> Employees hired after July 1, 2013	
STEP (years of experience )	ANNUAL SALARY
1	\$64,321
2	\$66,517
3	\$68,717
4	\$72,493
5	\$76,481
6	\$80,684
7	\$85,119
8	\$89,801
9	\$94,740
10	\$99,955
11	\$105,454
12	\$111,255

<b>P.E.R.S. Salary Schedule (aka Classic)</b> Employees hired before July 1, 2013	
STEP (years of experience )	ANNUAL SALARY
1	\$60,112
2	\$62,167
3	\$64,221
4	\$67,751
5	\$71,478
6	\$75,406
7	\$79,551
8	\$83,927
9	\$88,543
10	\$93,417
11	\$98,555
12	\$103,976

HEALTH BENEFIT (based on full time employment)	
Employee Annual Contribution (8 hrs) <ul style="list-style-type: none"> <li>Blue Shield of Calif./Kaiser</li> <li>Delta Dental/MetLife</li> <li>Income Protection</li> </ul>	\$ 2,053.80 <i>(prorated by hours and calendar)</i>
Employer Annual Contribution (8 hrs) <ul style="list-style-type: none"> <li>Blue Shield of Calif. or Kaiser</li> <li>Delta Dental or MetLife Dental</li> <li>Income Protection</li> </ul>	\$ 22,020.00 \$ 17,772.00 \$ 1,799.00 \$ 985.00 \$ 224.00
EMPLOYER MONTHLY CONTRIBUTIONS	
<b>PERS (Retirement)</b>	25.37%
<b>Workers' Compensation</b>	1.1137%
<b>State Unemployment Insurance</b>	1.23%
<b>FICA</b>	6.20%
<b>Mandated Medicare</b>	1.45%

EMPLOYEE ANNUAL STIPENDS (paid monthly)	
<b>College Degree</b> <ul style="list-style-type: none"> <li>AA</li> <li>BA or BS</li> <li>MA</li> <li>PhD</li> <li>Child Nutrition Certification</li> </ul>	\$ 250 \$ 500 \$ 1,000 \$ 1,000 \$ 100
<b>Professional Growth</b> <ul style="list-style-type: none"> <li>\$125 annually for every 9 units as approved</li> </ul>	\$125 to \$625
<b>Translation Support Stipend</b> <ul style="list-style-type: none"> <li>Bilingual Informal Support</li> <li>Bilingual Certified Support*</li> <li>Bilingual/Biliterate Certified Support*</li> </ul> <i>*requires skills assessment</i>	\$ 100 \$ 500 \$ 1,000

EMPLOYEE MONTHLY STIPENDS	
<b>Personal Hygiene Stipend</b> <i>When service medically required (e.g., IEP, Section 504, doctor's note)</i>	\$ 100

MONTHLY LONGEVITY INCREMENTS	
8 years	\$ 100
12 years	\$ 200
16 years	\$ 300
20 years	\$ 400
24 years	\$ 500
Increments are based on hours worked per day and days worked per year. 3 hour or more part time employee's longevity compensation will bear a ratio to the average hours worked during the current year.	

**EVERGREEN SCHOOL DISTRICT**  
**2023-2024**  
**OCCUPATIONAL THERAPIST SALARY SCHEDULE**

OCCUPATIONAL THERAPIST	
Work Year	197 days

Occupational Therapist Salary Schedule Effective July 1, 2023	
STEP (years of experience )	ANNUAL SALARY
1	\$66,894
2	\$69,178
3	\$71,455
4	\$75,393
5	\$79,540
6	\$83,911
7	\$87,484
8	\$93,393
9	\$98,530
10	\$103,953
11	\$109,672
12	\$115,705

HEALTH BENEFIT (based on full time employment)	
Employee Annual Contribution (8 hrs) <ul style="list-style-type: none"> <li>Blue Shield of Calif./Kaiser</li> <li>Delta Dental/MetLife</li> <li>Income Protection</li> </ul>	\$ 2,747.80 <i>(prorated by hours and calendar)</i>
Employer Annual Contribution (8 hrs) <ul style="list-style-type: none"> <li>Blue Shield of Calif. or Kaiser</li> <li>Delta Dental or MetLife Dental</li> <li>Income Protection</li> </ul>	\$ 23,088.00 \$ 19,188.00 \$ 1,713.60 \$ 935.88 \$ 224.00


EMPLOYER MONTHLY CONTRIBUTIONS	
<b>PERS (Retirement)</b>	26.68%
<b>Workers' Compensation</b>	1.2129%
<b>State Unemployment Insurance</b>	0.500%
<b>FICA</b>	6.26%
<b>Mandated Medicare</b>	1.45%

EMPLOYEE ANNUAL STIPENDS (paid monthly)	
<b>College Degree</b> <ul style="list-style-type: none"> <li>AA</li> <li>BA or BS</li> <li>MA</li> <li>PhD</li> <li>Child Nutrition Certification</li> </ul>	\$ 250 \$ 500 \$ 1,000 \$ 1,000 \$ 100
<b>Professional Growth</b> <ul style="list-style-type: none"> <li>\$125 annually for every 9 units as approved</li> </ul>	\$125 to \$625
<b>Translation Support Stipend</b> <ul style="list-style-type: none"> <li>Bilingual Informal Support</li> <li>Bilingual Certified Support*</li> <li>Bilingual/Biliterate Certified Support*</li> </ul> <p style="text-align: right;"><i>*requires skills assessment</i></p>	\$ 100 \$ 500 \$ 1,000

EMPLOYEE MONTHLY STIPENDS	
<b>Personal Hygiene Stipend</b> <i>When service medically required (e.g., IEP, Section 504, doctor's note)</i>	\$ 100

MONTHLY LONGEVITY INCREMENTS	
8 years	\$ 100
12 years	\$ 200
16 years	\$ 300
20 years	\$ 400
24 years	\$ 500
Increments are based on hours worked per day and days worked per year. 3 hour or more part time employee's longevity compensation will bear a ratio to the average hours worked during the current year.	

## APPENDIX B: EVERGREEN SCHOOL DISTRICT 2023-24 AND 2024-25 CALENDARS



Evergreen

School District

2023-2024


Academic Calendar

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KEY

First/ Last Day of Instruction	★
Classified Staff Holiday	○
Holiday/No School	■
Summer Break	■
Staff Inservice Day/ Conference (no students)	△

Board Approved 02/09/23



Evergreen

School District

2024-2025

Academic Calendar

JULY

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AUGUST

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SEPTEMBER

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STAFF HOLIDAYS (17)

Independence Day	Jul 4
Labor Day	Sept 2
Veteran's Day	Nov 11
Thanksgiving	Nov 27, 28, & 29
Winter Holiday	Dec 24 & 25
New Years Holiday	Dec 31 & Jan 1
MLK Day	Jan 20
President's Birthdays	Feb 17 & 18
Spring Holiday	April 18 & Apr 21
Memorial Day	May 26
Juneteenth	June 19

NOVEMBER

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JANUARY

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FEBRUARY

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IMPORTANT DATES

All Teachers Inservice Day	Aug 15 & 16
First Day of Instruction	Aug 19
First Elementary Minimum Day	Aug 22
Staff Development Day	Oct 9, Jan. 15
Conference Day	Nov 20
Thanksgiving Break	Nov 25 to 29
Winter Break	Dec 23 to Jan 3
President's Break	Feb 17 to 21
Cesar Chavez Day	Mar 31
Spring Break	Apr 18 to 25
Last Day of Instruction	Jun 12

MARCH

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APRIL

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JUNE

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Classified Staff Holiday	○
Holiday/No School	■
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Staff Inservice Day/ Conference (no students)	△

Board Approved 02/09/23

## **APPENDIX C: Memorandum of Understanding: Health Benefits Committee**

### MEMORANDUM OF UNDERSTANDING BETWEEN EVERGREEN SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 432

#### **HEALTH BENEFITS COMMITTEE**

April 14, 2014

#### **A. Association and District: Purposes for Creation of Health Benefits Committee**

1. The Association and the District ("parties") acknowledge the challenge of the current state economic crisis and the need for prudent, long term fiscal planning and practices.
2. The parties share a mutual interest in providing high quality education to students which is supported by attracting and retaining exemplary employees with superior salary and benefits.
3. The parties acknowledge that increases in health and welfare costs paid for by the District constitute increases in District budget expenditures for all employees.
4. The parties will work collaboratively to maintain quality benefits, make efforts to minimize any increased cost, and agree to form the Health Benefits Committee for these purposes.

#### **B. Health Benefits Committee: Process**

1. The purpose of the Health Benefits Committee ("Committee") is to report findings and options to the Association and District for the purpose of bargaining.
2. The Committee will have access to timely health benefits information to investigate all aspects of health care costs, including, but not limited to, broker fees, providers, plan costs and modifications, prescription drug coverage, plan years, and wellness.
3. The Committee shall be comprised of representatives from ETA, CSEA, and EAA. The Committee shall decide, in a manner of its own determination, whether and when to invite or admit outside consultants and/or agents of the parties to Committee meetings.
4. CSEA shall have two (2) representatives.
5. A trustee of the Evergreen Teachers Association Health and Welfare Trust shall be afforded the opportunity to serve as a member of the Committee.

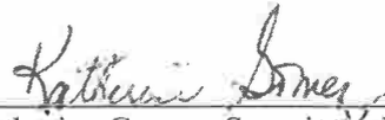
6. In order to inform negotiations, the Committee's findings and options will be provided in sufficient time to affect health plans. The Committee shall report to stakeholders by April 15.
7. The Committee will share leadership and will initially utilize a neutral facilitator for its meetings.

For CSEA:

  
\_\_\_\_\_  
Ginny Gomez, President, CSEA

Dated: April 29, 2014

For the District:

  
\_\_\_\_\_  
Katherine Gomez, Superintendent

Dated: April 29, 2014

## APPENDIX D: CSEA Annual Average Health Cost per FTE (2013-14)

A	B	C	D	E	F	G	H	I	J	K	L	M	N
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APPENDIX: D

### CSEA Annual Average Health Cost per FTE

		FY 12-13 BASE YEAR			FY 13-14				FY 14-15 Estimated							
		Annual Cost			Oct 2013 FTE		50% ANNUAL COST INCREASE		10 Deduction		Pre Open Enrollment March 2014		50% ANNUAL COST INCREASE		10 Deduction	
		%			%		%		%		%		%		%	
1	Medical Insurance															
2	Kaiser	104.4	69.33%	14,055	107.18	69.95%	14,648				109.05	71.59%	15,509			
3	Blue Shield	46.19	30.67%	17,313	46.04	30.05%	17,698				43.28	28.41%	20,169			
4	Average Annual Cost	150.59	100.00%	15,054	153.22	100.00%	15,564				152.33	100.00%	16,833			
5																
6	Dental Insurance															
7	Delta	164	96.26%	1,786	167.00	96.46%	1,797				169.24	96.50%	1,833			
8	MetLife	6.38	3.74%	1,077	6.13	3.54%	971				6.13	3.50%	1,030			
9	Average Annual Cost	170.38	100.00%	1,759	173.13	100.00%	1,768				175.37	100.00%	1,805			
10	Total Annual Average Health Cost Per FTE			16,814			17,332	259	25.9				18,639	912		91.2

**APPENDIX E: 10 Month Supplemental Medical Benefit Allowance Classified Employee**

Percent	FTE	HOURS
0%	100.00%	8.00
3.00%	97.00%	7.76
5.00%	95.00%	7.60
6.00%	94.00%	7.52
6.25%	93.75%	7.50
9.00%	91.00%	7.28
10.00%	90.00%	7.20
12.50%	87.50%	7.00
15.00%	85.00%	6.80
16.00%	84.00%	6.72
17.00%	83.00%	6.64
18.75%	81.25%	6.50
19.00%	81.00%	6.48
20.00%	80.00%	6.40
22.00%	78.00%	6.24
25.00%	75.00%	6.00
28.00%	72.00%	5.76
30.00%	70.00%	5.60
31.00%	69.00%	5.52
31.25%	68.75%	5.50
33.00%	67.00%	5.36
34.00%	66.00%	5.28
35.00%	65.00%	5.20
36.00%	64.00%	5.12
37.50%	62.50%	5.00
38.00%	62.00%	4.96
40.00%	60.00%	4.80
41.00%	59.00%	4.72
42.00%	58.00%	4.64
43.75%	56.25%	4.50
44.00%	56.00%	4.48
46.00%	54.00%	4.32
47.00%	53.00%	4.24
50.00%	50.00%	4.00



**APPENDIX F: Memorandum of Understanding: Participation in the Self-Insured Schools of California (SISC)**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
EVERGREEN SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #432

Re: Approval of and Transition to SISC  
May 3, 2018

This Memorandum of Understanding Re: Approval of and Transition to SISC ("MOU") is entered into by and between the Evergreen School District ("District") and the California School Employees Association, Chapter #432 ("CSEA") to address the process and issues for approval by, and transition of, District health plan participants from the current District self-funded health plan to Self-insured Schools of California ("SISC").

1. The District currently makes available to CSEA members and other employees health insurance benefits through a District self-funded health plan (the "Self-Funded Health Plan"). The parties agree to transition to a new insurance plan (the "SISC Plan") administered by the Self-insured Schools of California ("SISC").
2. Transition Date: Subject to CSEA and District ratification and approval as provided herein, October 1, 2018, shall be the "Transition Date". Medical coverage under the current existing District Self-Funded Health Plan shall continue unchanged until 11:59 p.m. on the day before the Transition Date. Effective on the Transition Date, medical coverages available under the District Self-Funded Health Plan shall terminate and be replaced with coverage under contract with SISC, which shall commence on the Transition Date, to provide continuity of coverage.
3. SISC Informational Sessions. The District and SISC will hold general informational meetings on the SISC plan offerings. The time, date and location of the informational meetings will be published and distributed by the District to all CSEA unit members through District e-mail.
4. Ratification and Approval of SISC Offerings by CSEA and District. This MOU and the SISC offerings shall be presented for ratification and approval by CSEA. Upon ratification and approval of this MOU and the SISC plan offerings by CSEA, this MOU and the SISC plan offerings shall be presented to the District Governing Board for approval.
5. Plan(s) Rates and Design: For the 12-month period commencing on the Transition Date, the plan rates and design shall be subject to the SISC plan descriptions and rate and renewal terms, a summary of which are set forth in the Attachments to this MOU. Any plan additions and/or plan design changes shall be subject to negotiations; however, the



parties understand SISC may make plan design changes on their own. If such change occurs, the parties agree to meet to negotiate over any such "effects".

6. This MOU shall be incorporated into the parties' Collective Bargaining Agreement.

**California School Employees Association,**

By 

Pauline Benton  
CSEA President

By 

James Trujillo  
Labor Relations Representative

**Evergreen School District**

By 

Carole Schmitt

861

BLUE SHIELD - SISC - 100-A 20 Copay		
IN-NETWORK	OUT-OF-NETWORK	
None	None	
\$1,000 / \$3,000	\$1,000 / \$3,000	
\$20 / visit	50%	
No Charge	Not Covered	
No Charge	Not Covered	
No Charge	50% (\$350 max per day)	
No Charge	50%	
No Charge	No Charge (\$600 max	
No Charge	No Charge (\$350 max	
\$100 per visit (W waived if admitted)		
No Charge	Not Covered	
No Charge (up to 100 visits per calendar year)	Not Covered	
No Charge	Not Covered	
No Charge	Not Covered	
(Up to 20 Visits per calendar year)		
No Charge	50%	
(up to 12 Visits per calendar year)		
Mental Health and substance abuse		
No Charge	No Charge (\$600 max	
\$20 / visit	50%	
Generic / Brand / Specialty		
\$1,500 Individual / \$2,500 Family		
Retail: \$ / \$20		Not Covered
Costco: \$0 / \$20		
Costco: No Charge / \$50		Not Covered
Max Out of Pocket: \$203		

BLUE SHIELD - SISC - 100-A 20 Copay		
IN-NETWORK	OUT-OF-NETWORK	
None	None	
\$1,000 / \$3,000	\$1,000 / \$3,000	
\$20 / visit	50%	
No Charge	Not Covered	
No Charge	Not Covered	
No Charge	50% (\$350 max per day)	
No Charge	50%	
No Charge	No Charge (\$600 max	
No Charge	No Charge (\$350 max	
\$100 per visit (W waived if admitted)		
No Charge	Not Covered	
No Charge (up to 100 visits per calendar year)	Not Covered	
No Charge	Not Covered	
No Charge	Not Covered	
(Up to 20 Visits per calendar year)		
No Charge	50%	
(up to 12 Visits per calendar year)		
Mental Health and substance abuse		
No Charge	No Charge (\$600 max	
\$20 / visit	50%	
Generic / Brand / Specialty		
\$1,500 Individual / \$2,500 Family		
Retail: \$ / \$20		Not Covered
Costco: \$0 / \$20		
Costco: No Charge / \$50		Not Covered
Max Out of Pocket: \$203		

BLUE SHIELD - SISC - 100-A 20 Copay		
IN-NETWORK	OUT-OF-NETWORK	
None	None	
\$1,000 / \$3,000	\$1,000 / \$3,000	
\$20 / visit	50%	
No Charge	Not Covered	
No Charge	Not Covered	
No Charge	50% (\$350 max per day)	
No Charge	50%	
No Charge	No Charge (\$600 max	
No Charge	No Charge (\$350 max	
\$100 per visit (W waived if admitted)		
No Charge	Not Covered	
No Charge (up to 100 visits per calendar year)	Not Covered	
No Charge	Not Covered	
No Charge	Not Covered	
(Up to 20 Visits per calendar year)		
No Charge	50%	
(up to 12 Visits per calendar year)		
Mental Health and substance abuse		
No Charge	No Charge (\$600 max	
\$20 / visit	50%	
Generic / Brand / Specialty		
\$1,500 Individual / \$2,500 Family		
Retail: \$ / \$20		Not Covered
Costco: \$0 / \$20		
Costco: No Charge / \$50		Not Covered
Max Out of Pocket: \$203		

- | BLUE SHIELD - SISC - 100-A 20 Copay            |                         |             |
|--|-------------------------|-------------|
| IN-NETWORK                                     | OUT-OF-NETWORK          |             |
| None   | None                    |             |
| \$1,000 / \$3,000                              | \$1,000 / \$3,000       |             |
| \$20 / visit                                   | 50%                     |             |
| No Charge                                      | Not Covered             |             |
| No Charge                                      | Not Covered             |             |
| No Charge                                      | 50% (\$350 max per day) |             |
| No Charge                                      | 50%                     |             |
| No Charge                                      | No Charge (\$600 max    |             |
| No Charge                                      | No Charge (\$350 max    |             |
| \$100 per visit<br>(W waived if admitted)      |                         |             |
| No Charge                                      | Not Covered             |             |
| No Charge (up to 100 visits per calendar year) | Not Covered             |             |
| No Charge                                      | Not Covered             |             |
| No Charge                                      | Not Covered             |             |
| (Up to 20 Visits per calendar year)            |                         |             |
| No Charge                                      | 50%                     |             |
| (up to 12 Visits per calendar year)            |                         |             |
| Mental Health and substance abuse              |                         |             |
| No Charge                                      | No Charge (\$600 max    |             |
| \$20 / visit                                   | 50%                     |             |
| Generic / Brand / Specialty                    |                         |             |
| \$1,500 Individual / \$2,500 Family            |                         |             |
| Retail: \$ / \$20                              |                         | Not Covered |
| Costco: \$0 / \$20                             |                         |             |
| Costco: No Charge / \$50                       |                         | Not Covered |
| Max Out of Pocket: \$203                       |                         |             |

# Blue Shield PPO – Actives

## Rates

Rates		Composite Rate Selected for Actives	
Contract 1- Actives	EE's	SIS C	
Composite	308	\$1,617.00	
Monthly Premium		\$498,036	
Annual Premium		\$5,976,432	
\$ Difference from Current		-\$785,030	
% Difference from Current		-11.61%	
Rates		3-Tier Rates Selected for Actives	
Three Tier	EE's	SIS C	
Employee Only	43	\$776.00	
Employee + 1	72	\$1,511.00	
Employee + Family	193	\$2,116.00	
	308		
Monthly Premium		\$550,548	
Annual Premium		\$6,606,576	
\$ Difference from Current		-\$154,886	
% Difference from Current		-2.29%	

This document is intended as a quick reference, not a comprehensive description. Limitations and exclusions can be found in the official plan documents. In case of any discrepancies, the official plan documents will govern. Enrollment obtained from client census dated from January 2018

- Current ACTIVE Rate Structure for both Kaiser & Blue Shield is Composite Rates.
- For Actives, District may choose Composite or Tiered Rate Structure with SIS C.

# Blue Shield PPO – Anchor Bronze

BENEFITS		SISC	
		BLUE SHIELD - SISC ASO - Anchor Bronze	
		IN-NETWORK	OUT-OF-NETWORK
Calendar Year Deductible Individual / Family		\$5,000 / \$10,000	
Annual Out-of-Pocket Maximum Individual / Family		\$6,350 / \$12,700	
Physician & Specialist Office Visit		30%	50%
Preventative Care		No Charge <sup>1</sup>	Not Covered
Lab and X-Ray		30%	Not Covered
Complex Imaging (CT, MRI, PET)		30%	50% (\$350 max per day)
Hospitalization			
Inpatient Physician Services		30%	50%
Inpatient Non-emergency Facility Services		30%	No Charge (\$600 max per day)
Outpatient surgery in a hospital		30%	No Charge (\$350 max per day)
Emergency Room		\$100 per visit + 30%	\$100 per visit + 30%
Durable Medical Equipment		Copay waived if admitted	
Home Health Services		30%	Not Covered
Hospice Care (Routine Care)		30% (up to 100 visits per calendar year)	Not Covered
Chiropractic		No Charge	Not Covered
Acupuncture		30%	Not Covered
Mental Health and Substance Abuse		(Up to 20 Visits per calendar year)	50%
Inpatient Hospital Services		30%	(Up to 12 Visits per calendar year)
Outpatient		30%	Mental Health and Substance Abuse
Rx		30%	30%
Rx Copay Out-of-Pocket Maximum		\$60 / visit <sup>2</sup>	No Charge (\$600 max per day)
Retail 30 days		Generic / Brand / Specialty <sup>3</sup>	50%
Mail Order 90 days		\$6,350 Individual / \$12,700 Family	
		Retail: \$9 / \$35	Not Covered
		Costco: \$0 / \$35	
		Costco: \$0 / \$90	
		Navitus Specialty \$35 <sup>4</sup>	Not Covered

1. Not subject to the calendar year medical deductible
2. For the first 3 visits, thereafter 30% \$60 per visit - not subject to the calendar year deductible
3. Rx applies to medical deductible
4. Specialty drugs are available only through mail order for a 30-day supply



# Blue Shield PPO – Anchor Bronze

## Rates

Rates	
Employee Only	
Employee + Child(ren)	

Rates	
Employee Only	
Employee + Child(ren)	

Composite Rate Selected for Actives	
Two Tier	
	\$579.00
	\$910.00

3-Tier Rates Selected for Actives	
Two Tier	
	\$429.00
	\$849.00

- The District may only choose Composite or Tiered rates based on the Actives' plan selection

# Kaiser HMO – Actives

BENEFITS		SISC	
KAISER HMO - DIRECT Current / Renewal		KAISER HMO 10 OV 10 RX- SISC	
In-Network Only		In-Network Only	
None		None	
\$1,500 / \$3,000		\$1,500 / \$3,000	
\$10 per visit		\$10 per visit	
No C charge		No C charge	
No C charge		No C charge	
No C charge		No C charge	
\$10 per procedure		\$10 per procedure	
\$100 per Visit (Waived if A dmitted)		\$100 per Visit (Waived if A dmitted)	
No C charge		\$50	
No C charge (Base items only)		No C charge <sup>1</sup>	
Not Covered		\$10	
Not Covered		(up to 30 Visits per calendar year)	
No C charge		\$10	
\$10 per visit		(up to 30 Visits per calendar year)	
Generic / Brand		Generic / Brand	
\$5 (100 days) / \$5 (100 days)		\$10 (100 days) / \$10 (100 days)	
\$5 (100 days) / \$5 (100 days)		\$10 (100 days) / \$10 (100 days)	
\$5 (30 days)		\$10 (30 days)	

# Kaiser HMO – Actives

## Rates

Rates		Composite Rates Selected for Actives	
Contract 1 - Actives	EE's	SISC	
Composite	448	\$1,302.00	
Monthly Premium		\$583,296	
Annual Premium		\$6,999,552	
\$ Difference from Current		(\$279,928)	
% Difference from Current		-3.8%	

Rates		3-Tier Rates Selected for Actives	
Contract 1- Retirees	EE's	SISC	
Employee Only	105	\$623.00	
Employee + 1	109	\$1,215.00	
Employee + Family	234	\$1,701.00	
	448		
Monthly Premium		\$595,884	
Annual Premium		\$7,150,608	
\$ Difference from Current		-\$128,872	
% Difference from Current		-1.77%	

This document is intended as a quick reference, not a comprehensive description. Limitations and exclusions can be found in the official plan documents. In case of any discrepancies, the official plan documents will govern.

Kaiser Current/Renewal (direct) rates for Active & Early Retiree reflect a 1% Penalty due to the District NOT adopting the proposed Specialty Drug Tier for Prescription Drug benefits

Enrollment obtained from client census dated from January 2018

- Current ACTIVE Rate Structure for both Kaiser & Blue Shield is Composite Rates.
- For Actives, District may choose Composite or Tiered Rate Structure with SISC.



# Kaiser DHMO – Part Time

BENEFITS	
<b>Calendar Year Deductible</b>	
Individual / Individual Family Member / Family	
<b>Annual Out-of-Pocket Maximum</b>	
Individual / Individual Family Member / Family	
Physician & Specialist Office Visit	
Preventive Care	
Lab and X-Ray	
<b>Hospitalization</b>	
Inpatient Non-emergency Facility Services	
Outpatient surgery in a hospital	
Emergency Room	
Ambulance	
Durable Medical Equipment	
Chiropractic	
Acupuncture	
<b>Mental Health and Substance Abuse</b>	
Inpatient	
Outpatient	
<b>Rx</b>	
Retail (30 Days)	
Mail Order (100 Days)	
Specialty Rx (30 days)	

1. PCP and Outpatient: The Plan Deductible does not apply to the first three visits combined for primary care, urgent care, mental health, and chemical dependency Services.

Kaiser - Direct DHMO 70% PLAN	
<b>Current / Renewal</b>	
	\$5,000 / \$5,000 / \$10,000
	\$6,250 / \$6,250 / \$12,500
<i>Deductible Applies to Med. and Rx Unless Noted</i>	
	\$60 PCP / \$70 SP <sup>1</sup>
	No Charge (ded waived)
	30%
	30%
	30%
	\$300 per visit (Copay waived if admitted)
	\$300 per Trip
	30%
	Not Covered
	Not Covered
	30%
	\$60 per visit <sup>1</sup>
<b>Generic / Brand</b>	
	\$15 / \$50
	\$30 / \$100
	30% (Max \$100)

SISC	
Kaiser - HSA \$3,000 - SISC	
IN-NETWORK	OUT-OF-NETWORK
	\$3,000 / \$3,000 / \$6,000
	\$5,950 / \$5,950 / \$11,900
	20%
	No Charge
	20%
	20%
	20%
	20%
	\$100 / transport 30%
	30%
	Not Covered
	Not Covered
<b>Mental Health and Substance Abuse</b>	
	20%
	20%
<b>Generic / Brand</b>	
	\$10 / \$30
	\$30 / \$60
	20% (Max \$150)

# Kaiser DHMO – Part Time Rates

Rates
Contract 7 – Part Time Active Employees
Composite
Monthly Premium
Annual Premium

\$ Difference from Current
% Difference from Current

Composite Rate Selected for Actives
EE's
1
SISC
\$868.00
\$868
\$10,416

\$6,426
161.1%

Rates
Contract 7 – Part Time Active Employees
EE's
1
Employee
Employee + One
Family
Monthly Premium
Annual Premium

\$ Difference from Current
% Difference from Current

Current	Renewal
\$332.48	\$328.14
\$664.96	\$656.27
\$940.92	\$928.63
\$332	\$328
\$3,990	\$3,938

(\$52)
-1.3%

3-Tier Rates Selected for Actives
SISC
\$416.00
\$810.00
\$1,134.00
\$416
\$4,992

\$1,002
25.1%

This document is intended as a quick reference, not a comprehensive description. Limitations and exclusions can be found in the official plan documents. In case of any discrepancies, the official plan documents will govern.

Enrollment obtained from client census dated from January 2018

- Current PART-TIME Rate Structure for Kaiser is 3-Tier.
- For PART-TIME, SISC requires that the District use the same rate structure selected for ACTIVES.

**MEMORANDUM OF UNDERSTANDING**

**EVERGREEN SCHOOL DISTRICT AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 432**

This Agreement is entered by and between the Evergreen School District (hereinafter referred to as "District") and the California School Employees Association and its Chapter 432 (hereinafter referred to as "CSEA") collectively referred to as the Parties.

**RECITALS**

WHEREAS, on June 27, 2017 Assembly Bill 119, CHAPTER 21 (AB 119), was signed into law by the Governor. The new law adds sections 3555-3559 to the Government Code and amends the Public Records Act at Government Code Section 6254.3;

WHEREAS, AB 119 did not establish the structure, time and manner of CSEA's access to employees during the "onboarding process" but instead, requires the parties to negotiate over such access by the exclusive representative;

NOW THEREFORE, the Parties hereby agree to the following:

**1. CSEA Access to Employee Information**

**A. New Hire Contact Information**

On the last workday of each month, the District shall provide, to a CSEA representative designated by the Chapter President, a spreadsheet that includes contact information on the new hires. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

The information shall be provided electronically (if on file with the District) via a mutually agreeable format and shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department
- vii. Work phone number
- viii. Primary worksite name;
- ix. Work telephone number;
- x. Home Street address (incl. apartment #)
- xi. City



- xii. State
- xiii. ZIP Code (5 or 9 digits)
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Last four numbers of the social security number;
- xviii. Birth date;
- xix. Employee ID;
- xx. Hire date.

**B. Periodic Update of Unit Member Contact Information**

The District shall provide, to a CSEA representative designated by the Chapter President, a spreadsheet with a list of all bargaining unit member names and contact information on the last working day of September, January, and May. The information shall be provided to CSEA electronically via a mutually agreeable format. The specific employee information and electronic method shall be in accordance with section 1(A) above.

**2. CSEA Access to New Employee Orientation**

- A. CSEA shall have access to employees newly hired into positions within the bargaining unit as follows:
- i. CSEA shall receive notice of the initial on-boarding/orientation meeting date via e-mail upon the District notifying the new employee to attend their on-boarding meeting at the district office. A Human Resources (HR) representative shall meet with each employee and provide an initial District on-boarding/orientation meeting. During the meeting, the HR representative will provide the employee with a CSEA membership application and a packet of CSEA information. After the HR representative meets with the new employee, one (1) CSEA orientation representative shall have no less than fifteen (15) minutes to provide a CSEA orientation to each employee. The orientation shall on paid release time (if employee has started employment) and on paid release time for the CSEA orientation representative.
  - ii. If CSEA is unable to provide a CSEA orientation representative at the District on-boarding/orientation meeting, HR and CSEA shall mutually schedule a time for the employee to meet with a CSEA orientation representative during the employee's work day within ten (10) workdays.



- a. The CSEA orientation representative shall be designated by the CSEA Chapter President.
- b. The CSEA orientation representative shall have a minimum of thirty (30) minutes of paid release time per scheduled meeting, including travel time, to conduct the orientation session. In most cases, the CSEA orientation session will be fifteen (15) minutes. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement.
- c. The orientation session shall be held on District property and the employee shall be on paid time.
- d. During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.
- e. This provision shall be applied in coordination with Section 4.8 of the collective bargaining agreement.

### **3. Enforcement**

Any alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be subject to the grievance provisions at Article 17 (Grievance Procedure) of the Collective Bargaining Agreement, except as follows.

- a) Definition of a "Grievant": For the purposes of this Agreement, the "Grievant" shall only be CSEA and its Chapter 432. No single employee or group of employees may grieve this agreement, unless they are authorized representatives of CSEA and its Chapter 432 and grieving on behalf of the union. This provision shall supersede article 17.1.1 of the collective bargaining agreement.

### **5. Duration**

- a) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020 and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2019, or any subsequent anniversary date, of its desire to modify the Agreement. If negotiations for a subsequent Agreement continue after June 30, 2020, the provisions of this Agreement shall remain in effect until the negotiation of a new Agreement is completed.



i. Unless mutually agreed to by the Parties, there shall be no reopening of negotiations on this during the life of the Agreement from the date this Agreement is signed, through June 30, 2020.

b) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

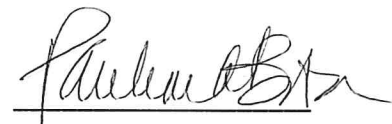
For the District:



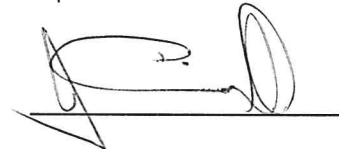
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October 27, 2017

For CSEA:



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October 27, 2017

