



EVERGREEN
SCHOOL DISTRICT
SAN JOSE, CALIFORNIA



Collective Bargaining Agreement

Between

Evergreen Teachers Association

and

the Governing Board of the Evergreen

School District

July 1, 2024 – June 30, 2027

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ARTICLE I

Agreement Between ETA and District

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Evergreen School District ("Board") and the Evergreen Teachers Association/California Teachers Association/National Education Association ("Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (the Educational Employment Relations Act, EERA).
- 1.3 This agreement shall remain in full force and effect from July 1, 2024 until June 30, 2027.
- 1.4 Evergreen Teachers Association and the District will both possess an electronic file of this contract.
 - 1.4.1 Evergreen Teachers Association and the District will share the cost of providing a hard copy of the contract for each unit member.

ARTICLE II

Recognition of ETA as Bargaining Representative

2.1 The District recognizes the Evergreen Teachers Association as the exclusive representative for purposes of the Rodda Act (Governing Code Sections 3540, et seq., Title I, Division 4, Chapter 10.7) for certificated employees in the representative unit comprised of the following positions:

- BCBA's
- Classroom Teachers
- Counselors
- Elementary Prep Teachers
- Instructional Coaches
- Language Development Specialists
- Librarians
- Media Specialists
- Music Teachers
- Nurses
- Perceptual Motor Development Specialist
- Program Specialists
- Project Specialists
- Reading Specialists
- Resource Teachers
- School Psychologists
- Speech Therapists
- Social Workers
- Teachers on Special Assignment (TOSA)

Excluding all other positions not designated, included but not limited to:

- Superintendent
- Deputy Superintendent
- Assistant Superintendents
- Directors
- Coordinators
- Principals
- Assistant Principals
- Confidential employees
- Substitute Teachers
- Classified Management (Supervisors, Assistant Supervisors, and Managers)

The Evergreen Teachers Association and Evergreen Board agree that the unit is appropriate and that it will not seek a clarification or amendment of the unit, either as to the specific exclusions or the enumerated inclusions except as modified in Article XVII. Newly designated job titles, except for supervisory and management positions, shall be in the bargaining unit.

ARTICLE III

Association Rights

- 3.1 The Association shall have the right to make use of school equipment, buildings, and facilities at all reasonable hours, upon receiving the school principal's consent.
- 3.2 An Association bulletin board shall be provided in each building in an area frequented by teachers. All postings shall be dated and identified by the Association. The Association shall be allowed the use of District mail services, District email, and teacher mailboxes for communications to teachers.
- 3.3 The Association shall be allowed to hold organized meetings in school buildings upon receiving prior approval of the building principal. Informal meetings of Association members shall be allowed without prior approval of the building principal, unless such meetings conflict with previously scheduled use of building.
- 3.4 One (1) copy per school site and two (2) copies of the District personnel directory shall be sent to the Association.
- 3.5 Evergreen Teachers Association shall receive an agenda and full package of materials of all Evergreen School Board meetings at no extra charge.
- 3.6 No waiver of law, regulations, and/or policy shall be sought or implemented by the District without informing the Evergreen Teachers Association. The District will make every effort to inform the ETA ten (10) business days prior to the waiver request.
 - 3.6.1 No waiver of Education Code shall be sought or implemented by the District without informing ETA in writing. The District will make every effort to inform the ETA ten (10) business days prior to the waiver request.
- 3.7 With respect to all membership fees deducted by the District pursuant to the authorization by the employee, the District agrees to remit without cost to the Association such monies promptly to the Association office accompanied by an alphabetical list of the teachers from whom such deductions were made, and indicating any change in personnel from the list previously furnished.
- 3.8 The current District policy book shall be readily accessible at each school site. One current copy of the District policy book will be given to the Evergreen Teachers Association President. The unit members will be notified of the location of the policy book at the site at which they work.

ARTICLE IV

Policy Review Procedures

- 4.1 The existing policy review procedures shall remain in effect for the duration of the contract. The Board shall not adopt, revise, or delete any policy until the proposed adoption, revision or deletion has been circulated to the Association President at least fifteen (15) working days prior to the time of action for the purpose of obtaining the Association's comments. Should the Association have any objections, consultation shall take place prior to Board action. Policies mandated by the Education Code and/or new legislation may be adopted, amended, or repealed at any meeting of the Board.
- 4.2 All policy books will be updated on a yearly basis on or before October 1.

ARTICLE V
Negotiation Procedures

- 5.1 Not later than ninety (90) days prior to the date on which this agreement expires, the Board and Association shall meet and negotiate in good faith on negotiable items. The agreement reached between the parties shall be reduced to writing and signed by them.
- 5.2 Either party may utilize the services of outside consultants to assist in the negotiations.
- 5.3 The Board and the Association may discharge their respective duties by means of authorized officer(s), individual representative(s), or committee(s).
- 5.4 Negotiations shall take place at mutually agreeable times and places and shall be scheduled within five (5) days from receipt of a written request from either party.
- 5.5 The Association shall be allocated a cumulative maximum of forty-five (45) days of release time without loss of compensation for the purpose of meeting and negotiating. Approval of additional days shall not be unreasonably withheld.

ARTICLE VI

Grievance/Complaint Procedures

6.1 Purpose:

The purpose of the grievance/complaint procedure is to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievance/complaint, and to guarantee orderly succession of procedures within which solutions may be pursued. All District personnel are encouraged to follow these procedures to settle their grievances/complaints; school personnel are encouraged to ask their immediate supervisor or the Association for assistance on any matters that relate to their duties. The intent of this procedure is to settle grievances/complaints, whenever possible, within the district staff. However, participants shall not be limited to district employees if there is a desire or need for advice or assistance from representatives of the Association. Within this general frame-work, the following specific purposes are to be served by the grievance/complaint procedures:

- 6.1.1 To ensure that a grievance/complaint is considered fairly, with all due speed and without prejudice or reprisal to the aggrieved employee.
- 6.1.2 To encourage certificated employee expression regarding conditions that affect him/her professionally.
- 6.1.3 To provide a specific procedure which will facilitate the understanding of district policies which affect certificated employees.
- 6.1.4 To build confidence in the sincerity and integrity of the procedure as a means to establish the facts upon which a grievance/complaint is based and come to fair conclusions.

6.2 Definition of Terms:

- 6.2.1 Grievance - A grievance is an alleged violation, misinterpretation or misapplication of the terms of this contract.
- 6.2.2 Complaint - A complaint is an alleged violation, misinterpretation, or misapplication of established policy and/or administrative regulation.
(Complaints shall not be subject to arbitration. The final resolution shall be Level IV.)
- 6.2.3 Conferee – An Association member.

- 6.2.4 Certificated Employee - Any employee within the bargaining unit. The term "certificated employee" may include a group of employees within the bargaining unit who are similarly affected by a grievance/complaint.
- 6.2.5 Aggrieved Employee - An employee or employees, including the Association or representative(s) thereof, making the claim(s).
- 6.2.6 Days - The term "days" shall, except when otherwise indicated, mean days when school is in regular session.

6.3 Level One - Informal Conference With the Immediate Supervisor

- 6.3.1 When a certificated employee feels that s/he has a grievance/complaint, s/he should discuss the matter with his/her immediate supervisor or refer it to the Association in an effort to solve the problem informally. The aggrieved employee or the Association and the immediate supervisor should make every effort to resolve the difficulty within fifteen (15) days from the initial statement of the grievance/complaint. Each party should state his/her position clearly and the background reasons for the grievance/complaint should be explored. At least one personal conference between the employee or the Association and the immediate supervisor should occur. Additional conferences should be held prior to Level Two if it appears that resolution of the grievance/complaint may be achieved by informal means.
- 6.3.2 If, after the informal conference between the immediate supervisor and the employee or the Association, the employee initiating the grievance/complaint is not satisfied with the disposition of the matter, or if the employee feels his/her relationship with the immediate supervisor or the nature of the grievance/complaint is such that s/he cannot reasonably discuss the matter with him/her, s/he shall have the right to have a conferee serve as his/her advocate.
- 6.3.3 If the aggrieved finds it necessary, s/he may proceed directly to Level Two of the grievance/complaint procedure.

6.4 Level Two - Formal Conference With the Immediate Supervisor

- 6.4.1 If an aggrieved employee or the Association is not satisfied with the disposition of the grievance/complaint through informal procedures and chooses to proceed, s/he will submit his/her claim as a formal grievance/complaint in writing to the immediate supervisor. This written formal grievance/complaint must be filed

(actually received by the District) within forty-five (45) days of the date the aggrieved employee(s) knew or should reasonably have known of the facts and circumstances giving rise to the grievance. Level One, if used by the aggrieved employee(s), must also be filed within this forty-five (45) day period. The following information will be included in the formal grievance/complaint:

- 6.4.1.1 A description of the general and specific grounds of the grievance/complaint.
- 6.4.1.2 Areas of the contract alleged to be violated.
- 6.4.1.3 A listing of specific actions which the aggrieved employee believes would best remedy his/her grievance/complaint.

6.4.2 The immediate supervisor receiving the grievance/complaint shall schedule a personal conference with the aggrieved employee or the Association and any conferees within five (5) days, in order to resolve the grievance/complaint. When either party wishes to bring in a conferee, notification of the identity of the conferee shall be given at least twenty-four (24) hours in advance of the time the formal conference is to be held.

6.4.3 The immediate supervisor receiving the grievance/complaint shall communicate the decision to the aggrieved employee in writing five (5) days after the conference.

6.5 Level Three - Appeal to the Superintendent

6.5.1 An aggrieved employee or the Association may appeal the decision at Level Two. The appeal to the Superintendent must be filed within five (5) days after receiving the Level Two decision. A copy of the appeal shall be sent to the persons who rendered previous decisions.

6.5.2 The appeal shall be in writing and shall include a copy of the grievance/complaint form previously submitted.

6.5.3 The Superintendent has within fifteen (15) days of receiving the appeal to schedule a meeting. After that meeting, s/he shall render a written decision or refer the appeal directly to the Board of Trustees.

6.6 Level Four - Appeal to the Board of Trustees

6.6.1 The aggrieved employee may appeal to the Board of Trustees within five (5) days from the receipt of the decision of the Superintendent. Documents related to the

appeal shall be submitted to the Board of Trustees at least five (5) days prior to the next regularly scheduled Board meeting. At that regularly-scheduled Board meeting the employee shall have the opportunity to speak to the Board of Trustees in a closed session regarding the appeal. The Board of Trustees will render a decision by the next regularly scheduled Board meeting, if possible, utilizing other special meetings as necessary. The President of the Board of Trustees shall communicate, in writing, the decision and rationale of the Board of Trustees within five (5) days following that regularly scheduled Board meeting to the grievant and the Association.

6.6.2 The decision of the Board of Trustees regarding complaints shall be final.

6.6.3 The basic right of either party to pursue a grievance/complaint through the courts shall not be denied or abridged by this grievance/complaint procedure after the process has been exhausted.

6.7 Arbitration

6.7.1 If the aggrieved is not satisfied with the decision at Level Four, s/he may notify the Association of his/her wish to have the Association carry the grievance to binding arbitration. The Association shall notify the Superintendent within fifteen (15) days of its decision to carry the grievance to arbitration. The aggrieved and/or the Association and the Board shall attempt to agree upon an arbitrator. If no agreement can be reached, within five (5) days, the Association shall request from the State Mediation and Conciliation Service (SMCS) a panel of five names of persons from the Northern Region experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the binding arbitrator. The order of the striking shall be determined by lot.

6.7.2 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the aggrieved. All other expenses shall be borne by the party incurring them.

6.7.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the grievance submitted.

6.7.4 The arbitrator will have no power to add to, subtract from, or modify the terms of this agreement or the written policies, rules, regulations and procedures of the

District. The arbitration hearing shall be conducted according to the rules as established by the arbitrator.

6.7.5 The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties of this agreement.

6.8 General Provisions (Procedures)

6.8.1 Both parties involved in a grievance/complaint may, beginning at Level Two of the procedure, request a conferee. The aggrieved shall have the right to be represented by the Association without fear of reprisal of any kind being taken against such employee. The Association shall have the right to continue processing of the grievance/complaint on behalf of the certificated employee. No party may be required to discuss any grievance/complaint after Level One if his/her conferee is not present.

6.8.2 Any employee may serve as a conferee, defined in 6.2.3, without fear or prejudice or reprisal of any kind being taken against such employee.

6.8.3 If a grievance/complaint arises from an action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved employee or the Association shall submit such a grievance/complaint in writing to that member of the administration directly and the processing of the grievance/complaint shall commence at Level Three.

6.8.4 A certificated employee who is required by the District to absent himself/herself from his/her duties to participate in scheduled conferences or hearings shall not suffer any loss of pay. The party requiring the conference to occur at any time necessitating a substitute shall pay for such costs. All parties shall make every effort to schedule conferences prior to or after the instructional day. Conferences will not be scheduled during prep time or duty-free lunch without mutual agreement.

6.8.5 A certificated employee(s) may initiate a grievance/complaint that has district-wide implications. This initiation should take place at the Superintendent level with the employee(s) providing written notice to both the Superintendent and the Association President. A group of certificated employees shall have the right to be represented by the Association.

- 6.8.6 After consultation with the Association concerning appropriate forms, the District Office shall prepare and distribute forms for filing complaints, serving notices, making appeals, making reports and recommendations and other necessary documents.
- 6.8.7 All proceedings at any level shall be kept as private and confidential as possible.
- 6.8.8 A decision rendered at any step in these procedures becomes final unless appealed within the time limit specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level. Timelines may be extended by mutual consent of both parties.
- 6.8.9 A written record of all proceedings shall be kept beginning with Level Two. The parties involved shall decide how proceedings shall be recorded and by whom. The written record shall be approved by both parties before becoming part of the official record.
- 6.8.10 All documents, communications, and records dealing with the processing of a grievance/complaint shall be filed separately from the personnel files of the participants and shall be considered confidential.
- 6.8.11 The parties involved shall be responsible for the maintenance of adequate records, make arrangements for hearings, and provide other services needed to implement the grievance/complaint procedure.
- 6.8.12 The copy of the disposition of the grievance/complaint shall remain in the files of the appropriate parties for a period of no less than seven years. After the seven year period has elapsed, all material relating to the grievance/complaint will be destroyed.
- 6.8.13 Each party to the grievance/complaint agrees to make available to the other all pertinent information, not privileged under law in its possession or control, and which is relevant to the issues raised by the grievance/complaint.
- 6.8.14 All sessions held in connection with the processing of grievances/complaints by the Board of Trustees shall be in closed sessions and no news releases shall be made concerning the progress of the hearings. All closed sessions shall comply with the Brown Act.
- 6.8.15 A grievance/complaint may be withdrawn at any level and, once withdrawn, cannot be presented again by the same party.

6.8.16 Referral and appeal of the grievance/complaint in the formal channels must be in writing and contain:

- a. A brief account of the problem.
- b. Supportive evidence, if any.
- c. Request for action by a specific channel and level.
- d. The signature of the grievant/complainant.
- e. Submitted in triplicate to the particular level, and the level will submit a copy of the grievance/complaint to the person charged with the grievance/complaint.

6.9 **Grievance Progression**

The Association shall have the right to determine when the grievance shall go forward or be stopped beginning at the level of arbitration.

ARTICLE VII

Hours of Employment

7.1 Hours of Employment

The regular work week of a full-time unit member shall consist of not more than five (5) work days, Monday through Friday.

7.1.1 The length of a regular work day shall not exceed seven (7) hours of service on Mondays, Tuesdays, (Teacher) Thursdays, and Fridays. Additional minutes beyond the instructional day shall be teacher directed minutes, except in an emergency situation where site administration may need to pull staff together. The monthly District Professional Development Day Thursdays shall not exceed ninety minutes (90 minutes) and shall begin no later than 1:45 pm. and shall end no later than 3:15 pm, making the length of the work day seven hours and fifteen minutes (7 hours and 15 minutes). On Wednesday, the length of a regular work day shall not exceed seven hours and thirty minutes (7 hours and 30 minutes) of service to account for staff meetings. Staff meetings shall not exceed sixty minutes (60 minutes).

7.1.2 Each site shall work in collaboration to come to a mutually agreed upon work day to allocate any additional minutes beyond the instructional day or staff meeting.

7.1.2.2 Members who need accommodations shall work collaboratively with site administration to allocate minutes.

7.1.2.2.1 Teachers who agree to lead student enrichment activities that begin immediately after the instructional day ends, including but not limited to intervention classes, clubs, etc., shall be paid the regular overtime rate for these activities or can be included as part of the School Enrichment Activities Team (SEAT) hours and shall mutually agree upon when any additional minutes shall be allocated.

7.1.2.3 Unit members shall collaborate with site administrators to schedule “flexible hours” to accommodate for events not otherwise covered in this contract, such as, but not limited to, Back to School, Open House, and PBL exhibitions held after the work day on an hour-for-hour basis. If site

principals are not able to accommodate flex time in their school calendars by eliminating staff meetings or other obligations, the District shall compensate unit members for events not otherwise covered in this contract, such as, but not limited to, Back to School Night, Open House, and PBL exhibitions held after the work day on an hour-for-hour basis and at their hourly overtime rate.

7.1.3 All participants in an SST, IEP, or 504 meeting outside of the work day shall receive the hourly overtime rate.

7.2 Professional Development Planning

Each site shall include the certificated staff at the site in the planning and development of professional development activities at the site. In addition, bargaining unit members shall be involved in the development of district-wide professional development.

7.3 Minimum Days and Conferences

The District shall provide all elementary schools and middle schools one minimum day per week. First, Third, Fourth, and Fifth Thursdays shall be for teacher planning. Second Thursdays are for District and School In-services.

7.3.1 The first Thursday of the students' school year shall not be a minimum day unless revised by the District Calendar Committee.

7.3.2 The District shall provide two District minimum days for parent conferences. Conferences will occur after the first reporting period, if possible. During calendar negotiations it will be determined, with Association input, whether these conference days will be arranged consecutively or scheduled over a period of time.

7.3.2.1 Beginning in the 2025-2026 school year, Middle School conference days shall take place after Quarter 1. During calendar negotiations, it shall be determined, in collaboration with the Association, which date this will be scheduled. The calendar committee will reconvene for this purpose.

7.3.3. The District shall provide one school day for conferencing.

7.4 School Calendar

The school calendar for all members of the bargaining unit, exclusive of Psychologists, Speech and Language Pathologists, Social Workers, BCBAs, and Counselors, shall be

185 days. The work year for Psychologists, Speech and Language Pathologists, Social Workers, BCBAs, and Counselors shall be 195 days.

7.4.1 The academic calendar shall consist of 185 days, which includes 180 student contact days, one (1) parent conference day, one (1) day for teacher preparation, and three (3) teacher professional development days.

7.5 Science Camp Compensation

Any bargaining unit member who is involved in Science Camp/Outdoor Education shall be provided a stipend of \$175 per night spent at camp.

7.5.1 Science Camp is a voluntary duty. The Superintendent will discuss concerns expressed regarding Science Camp with school principals. Specifically, Science Camp attendance shall be during the regular school year (excluding holidays). Also, principals will work with teachers of classes attending Science Camp regarding agreements on who will attend camp and/or drive their own vehicle thirty (30) days prior to camp. Discussion of all alternatives and recommendations will be explored between the teacher(s) and principal involved. Representatives may assist parties to come to a resolution.

7.6 Prep Time Grades 4-6

Unassigned preparation time shall be provided for grades 4, 5, and 6 teachers as follows:

7.6.1 One (1) 50-minute prep period every week, excluding the following five (5) weeks:

- a. First week of school
- b. Week of Thanksgiving
- c. Two (2) weeks of state testing
- d. Last week of school

7.6.2 The five (5) weeks set forth in 7.6.1 will be used to provide “make-up” preparation periods to unit members who did not receive prep periods due to non-student attendance days (e.g. holidays, staff development days, conference days). Teacher planned activities/events are not included in the make-up process.

7.7 Prep Time Grades 7-8

Full-time seventh and eighth grade teachers shall have one (1) period of preparation time per day.

7.8 Additional Student Assignments

The district may ask classroom teachers, on a voluntary basis, to take additional students due to a lack of substitutes. That teacher shall receive \$14 per student per day. If a substitute is secured at some point during the day after the teacher has agreed to take additional students, and if they have been in the classroom less than half of the day, the teacher shall receive \$7 per student for that day. If additional students are in the classroom for less than 30 minutes, no compensation shall be provided.

7.8.1 The district may ask other certificated members (non-classroom teachers), on a voluntary basis, to substitute for classroom teachers when there is no substitute provided by the district, and will receive the daily substitute rate.

7.8.2 An Emergency Substitute Coverage Committee, consisting of certificated staff and district administration, will work in the course of the 2022-2023 school year to develop clear protocols and processes which will be incorporated into a Memorandum of Understanding (MOU).

7.9 Special Education Release Time

To support planning and individual student assessment, four (4) release days shall be provided to each full day Special Day Class teacher, Intensive Support teacher, Middle School Resource teacher and Adaptive PE teacher. Part time teachers shall be prorated accordingly. The scheduling of these release days shall be used at the discretion of the teacher/site principal. The district shall make every effort to ensure that a lack of substitute coverage does not interfere with the release days.

7.10 Mandatory Professional Development

Mandatory professional development and mandatory training shall be held during the work day.

7.10.1 Every effort shall be made to hold all other professional development and training during the work day. In the event they cannot be scheduled during the work day, the Assistant Superintendent of Educational Services shall confer with the Association President to agree upon additional options for bargaining unit members to receive the professional development/training.

7.10.2 All bargaining unit members shall receive the contractual hourly rate for professional development, training, and meetings scheduled outside of the work day hours.

ARTICLE VIII

Leaves

8.1 Religious Leaves

- 8.1.1 Employees who wish to observe religious holidays of their faith not provided for in the District's calendar may do so on an option basis.
- 8.1.2 Option One (1): The employee may request a substitute or replacement for his/her absence prior to the day of the religious holiday which s/he plans to observe. In this case, payroll computations will be made on a "substitute pay differential," but the individual will not lose compensation.
- 8.1.3 Option Two (2): The employee may request absence from duties (not to exceed three [3] days) and make up this time and receive full pay during the period of absence. In this case, the individual will make plans with the District administrators to work on a given task or project. Hours will be set by the District Office on the same basis as a regular teaching day.
- 8.1.4 Option Three (3): The employee may use personal necessity days for recognized religious holiday observance.

8.2 Temporary Absence from Duty

- 8.2.1 Sick Leave Benefits - Every certificated employee of the District shall be entitled to leave of absence for illness or injury, with full pay, at the rate of one (1) day for each month or major fraction thereof, and not to exceed ten (10) days for each school year. Each employee will receive an annual accounting of his/her accrued sick leave. At the beginning of each contractual year, the employee shall be credited with the amount of sick leave accruable for the ensuing contract year. Unit members who work less than full-time shall be entitled to a proration of the 10 days leave. An employee must reimburse the District (deductions shall be made from the salary warrant) for the use of unearned sick leave if s/he serves fewer months of employment than the contract stipulates. Any sick leave not used shall be accumulated from year to year.
- 8.2.2 Transfer of Accumulated Sick Leave of Teachers Coming Directly from Another California School District. The Evergreen School District shall, with teacher authorization, request in writing from the prior California public school district of employment the amount of accumulated sick leave and request that it be

transferred to the Evergreen School District. The District shall provide a form for this purpose in the onboarding packet.

- 8.2.3 Prolonged Illness or Injury - If a certificated employee is unable to carry on his/her duties for a prolonged period of ill health, or a period of recovery after a severe accident, the employee shall notify the District of the difficulty with a statement from a licensed physician relative to the nature of the illness or injury. Any employee absent six (6) consecutive school days shall present a medical note from a licensed physician confirming that the employee is cleared to return.

8.3 **Family Care Leave**

A unit member shall be provided "Family Care Leave" to care for a seriously ill child, parent, spouse, domestic partner, adoptions or foster care of a child and childbirth, for up to twelve (12) weeks within a twelve (12) month period. During the period of this leave the employer shall continue the employee's insurance coverage by paying the necessary premiums. An employee shall resume their duties on a regular basis in the same assignment held prior to the leave. This leave shall not constitute a break in service.

8.4 **Parental Leave**

- 8.4.1 In order to qualify for parental leave, an expectant certificated employee shall file a statement from their physician indicating the estimated date of delivery.
- 8.4.2 The certificated employee may continue to work as long as their health will permit as certified by their doctor or may request unpaid leave immediately upon becoming pregnant.
- 8.4.3 The certificated employee shall return to duty after convalescence from childbirth. The convalescence period shall be determined by the certificated employee's physician. They shall resume their duties on a regular basis at the same position held prior to the childbirth.
- 8.4.3.1 The District shall provide two (2) days of overlap time with a substitute at either the beginning or end of parental leave. This leave may be taken in one of the following configurations at the unit member's request, the scheduling of which shall be in consultation with the District.
- a. Two (2) days (consecutive or nonconsecutive) prior to the leave
 - b. One (1) day prior and one (1) day upon return from the leave

- c. Two (2) days (consecutive or nonconsecutive) immediately upon return from the leave.
- 8.4.4 A certificated employee returning from parental leave shall resume their duties on a regular basis at the same position held prior to childbirth or at a position of like pay.
- 8.4.5 If the certificated employee wishes to extend the leave beyond the convalescent period, they must request a leave two (2) weeks prior to returning to work, which shall be granted for a period not to exceed the remainder of the current school year and the next school year.
- 8.4.6 Beyond the first year in which parental leave commences, the certificated employee is eligible for leave for the following school year. An additional year of leave for the purpose of child rearing may be applied for under personal leave. The certificated employee may substitute in the District while on unpaid leave.
- 8.4.7 A certificated employee adopting a child shall be entitled, upon request, to a leave to commence at the time of receiving de facto custody of the child or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption. Beyond the first year in which the adoption commences, the certificated employee is eligible for leave (reference 8.4.10) the following school year. Equal rights will be given to both adoptive and natural parents.
- 8.4.8 The certificated employee may use sick leave benefits during the time they are unable to work due to physical disability, prior to the delivery and including convalescence as determined by their physician (Ed. Code 44977).
- 8.4.9 No compensation (including fringe benefits) will be paid to certificated employees on parental leave other than prior to delivery and during convalescence as described in 8.4.8 above.
- 8.4.10 During each school year, if an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of parental leave taken pursuant to the CFRA/FMLA for a period of up to 12 school weeks, whether or not the absence arises out of or in the course of the employment of the employee, the employee shall receive the difference between their salary and that of a substitute, whether or not a substitute has been employed.

8.4.10.1 The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave taken pursuant to CFRA/FMLA.

8.4.10.2 A unit member shall not be provided more than one (1) 12-week period per parental leave. However, if a school year terminates before the 12-week period is exhausted, the unit member may take the balance of the 12-week period in the subsequent school year.

8.4.11 For purposes of this Agreement, “parental” is defined as leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

8.5 Caring for a Family Member

An unlimited amount of accumulated sick leave may be used in any school year for a bargaining unit member to care for a sick or injured immediate family member.

8.6 Industrial Accident or Illness Leave

8.6.1 The accident or illness, including childhood disease, must have arisen out of or in the course of employment of the employee, and must be accepted as a bona fide injury or illness arising out of or in the course of employment by the State Compensation Insurance Fund.

8.6.2 Allowable leave for each industrial accident or illness shall be not less than 60 days each fiscal year for each temporary disability pursuant to Education Code 44984.

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

8.6.4 The leave under these rules and regulations shall commence on the first day of absence.

8.6.5 When a person is absent from his/her duties on account of industrial accident or illness, s/he shall be paid such portion of the salary due him/her for any month in which the absence occurs, and when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.

8.6.6 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

- 8.6.7 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 8.6.8 During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity check received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

8.7 **Personal Necessity**

- 8.7.1 A maximum of eight (8) days of accumulated sick leave may be used in any school year for personal necessity leave for any of the following reasons:
 - 8.7.1.1 Circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, but that necessitate immediate attention, and cannot be taken care of after work hours or on weekends.
 - 8.7.1.2 Death of a member of their immediate family and someone not covered under bereavement (see 8.9).
 - 8.7.1.3 Accident involving his/her person or property or the person or property of a member of his/her immediate family (see 8.7) and others not covered under 8.7.
 - 8.7.1.4 Marriage in the immediate family including the employee's (see 8.7) and others not covered under 8.7.
 - 8.7.1.5 Legal commitments and transactions.
 - 8.7.1.6 Recognized religious holidays.
 - 8.7.1.7 Paternal/Maternal/Adoptive parent leave.
 - 8.7.1.8 For a parent, guardian or grandparent having custody of one or more children, to participate in activities of the school or licensed child day care facility of any of his/her children.
- 8.7.2 Education Code 44981 requires that the person using sick leave for the above listed purpose submit proof of personal necessity. Proof of personal necessity under this policy shall consist of a check mark in the appropriate box on the D-4 form.
- 8.7.3 Personal necessity leave days are not cumulative from year to year.

8.7.4 Personal necessity leave shall not be allowed for additional vacation days, recreation purposes, or work stoppage.

8.8 Jury Duty

Certificated employees of the District shall be paid the difference between the employee's regular earnings and any amount s/he receives for jury duty or witness fees for jury service, or service as a witness in court when subpoenaed as other than a litigant, or when responding to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee.

8.9 Bereavement

Employees will be granted a minimum of three (3) days leave of absence (not necessarily consecutive) for the death of any member of his/her immediate family. Employees may request an additional two (2) days, and no deduction shall be made from the employee or on the account of such temporary leave of absence. Death of a member of his/her 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, brother-in-law, sister-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, the immediate family of the domestic partner, or any person(s) living in the immediate household of the employee. Bereavement time will also be granted due to miscarriage, stillbirth, or birth loss. For other persons not covered in this section, employees may request bereavement leave through the principal or a request to the Deputy Superintendent/Assistant Superintendent or the Superintendent.

8.10 Board Approved Unpaid Personal Leaves

8.10.1 Board Approved Unpaid Personal leaves may be granted to permanent certificated employees for purposes not listed above. Such leaves shall be in the best interest of the District and shall be granted when the withholding of such a leave would create an undue hardship upon the employee requesting the leave. Such leaves shall not constitute a break in the continuity of service within the District and normally will be granted for only a one (1) year duration. Certificated employees on unpaid personal leave may continue participation in District group insurance plans by paying their own premiums.

8.10.2 A unit member who returns to work from Board approved unpaid personal leave has the right to return to an open position for which they are qualified. A returning unit member may apply for any vacancy that exists in the District. Otherwise, the unit member may be assigned an interim assignment or other duties outside of the unit member's classroom, including substitute teaching. If the Board approved unpaid personal leave is related to a medical issue, if requested by the District, the unit member shall not return to work until the unit member submits a medical doctor's authorization to return to work (reference section 8.11). Personal leaves in this section would be considered as unpaid leave of absence.

8.11 Return from Unpaid Leave of Absence

All bargaining unit members on unpaid leave of absence shall be required to inform the District of their intent for the subsequent year no later than March 1. Failure to inform the District by that date will result in termination. The District will inform the employee on leave of this condition of the contract. Unpaid leave requests shall specify the dates the unit member wishes to begin and end the unpaid leave.

8.12 Association Leaves

For the term of this agreement (2010-11 through 2011-12) Association leaves shall be as follows:

8.12.1 President's Leave

The ETA President will work forty percent (40%) of a full-time assignment for the Evergreen School District, and shall be released sixty percent (60%) of a full-time assignment without loss of pay or benefits, on a shared contract, to conduct Association business. The Association shall reimburse the District for the total cost of the Association President.

8.12.2 Additional Release Days

In addition to the leave provided above, the Association President may utilize twenty (20) days for Association business, to be delegated at the President's discretion. The President may request additional days, the granting of which shall be at the Superintendent's discretion.

8.12.2.1 The Association shall reimburse the District for the cost of a substitute(s) for any leave utilized under this section.

8.12.2.2 An authorized representative of the Association shall notify the Sub-Line as early as is convenient so that substitutes may be scheduled where required.

8.13 **Catastrophic Leave Bank**

8.13.1 Definitions

8.13.1.1 The Association and the District have established a Catastrophic Leave Bank (CLB), the purpose of which is to provide qualifying unit members with additional sick days that have been donated by other unit members. In order to be eligible for a withdrawal from the CLB, the illness or injury must meet the definition of “catastrophic,” and the unit member must have exhausted all accrued sick leave.

8.13.1.2 A catastrophic illness or injury, as defined in this Agreement, is a critical medical condition, a long-term major physical impairment or disability where it is expected to incapacitate the unit member, spouse, domestic partner, or dependent for 20 or more consecutive duty days, and requires the unit member to take time off from work. Non-life-threatening surgery may not be covered. Taking such time off creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off. (Education Code Section 44043.5)

8.13.1.3 A withdrawal from the CLB shall be limited to 60 days per unit member in total for the same catastrophic illness or injury.

8.13.1.4 Withdrawals shall be granted in increments of no more than 20 days. Unit members may submit a request for two extensions not to exceed a total withdrawal of 60 days.

8.13.1.5 The number of days that may be withdrawn by all participants in any school year shall be limited to 240 days.

8.13.1.6 The order in which these leave days are used shall be as follows:

1. All accumulated sick leave
2. Catastrophic leave
3. Differential pay (up to 100 days)

8.13.1.6.1 The committee will consider extenuating circumstances if differential pay is already occurring where catastrophic leave may

be appropriate.

8.13.1.6.2 The accumulated sick leave and the five-month period shall run consecutively. (Education Code Section 44977)

8.13.1.6.3 Any entitlement to family leave under the federal Family and Medical Leave Act (FMLA) and a California Family Rights Act (CFRA) will run concurrently with the leave created by donations.

8.13.2 Administration

The CLB shall be administered by a committee comprised of five members appointed by ETA. The CLB Committee shall receive withdrawal requests, verify the validity of requests, approve or deny the request, and communicate its decisions, in writing, to the unit member and the District.

8.13.3 Eligibility and Contributions

8.13.3.1 All ETA members on active duty with the District are eligible to contribute to the CLB. Contributions shall be in day increments. Such days shall be deducted from the unit member's sick leave. All transfers of sick leave days are irrevocable.

8.13.3.1.1 Unit members may donate as many of their sick days as they wish upon their retirement.

8.13.3.2 Participation is voluntary, but requires contribution to the CLB. Only contributors will be permitted to withdraw from the CLB.

8.13.3.3 The contribution, on the appropriate form, shall be authorized by the unit member, who shall acknowledge that the donation of sick leave is irrevocable and binding.

8.13.3.4 Leave from the CLB may not be used for illness or injury that qualifies the unit member for workers' compensation benefits.

8.13.3.5 When the Committee may reasonably presume that the unit member may be eligible for the State Teachers' Retirement System (STRS) disability retirement, the Committee shall request that the unit member apply for such disability retirement. If denied benefits by STRS, the unit member may then apply for a withdrawal from the CLB. The unit member must furnish proof that STRS denied benefits.

8.13.3.6 Unit members applying for a withdrawal from the CLB will be required

to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. In addition, the unit member may be required to sign a form authorizing the release of the necessary medical information to the District and the CLB Committee. The District and the members of the CLB Committee shall keep information regarding the nature of the illness confidential.

8.13.3.7 To be considered eligible for a withdrawal, the unit member must have exhausted all accrued sick leave.

8.13.3.8 If the CLB Committee denies a request for a withdrawal because there are not enough days in the Leave Bank, the Committee shall notify the unit member, in writing, of the reason for the denial.

8.13.3.9 No grievance may be filed against the District if a unit member's request for a withdrawal is denied. No action may be taken against the Association if a unit member's request for a withdrawal is denied.

8.13.4 Open Enrollment

8.13.4.1 New hires, unit members not previously enrolled, and unit members returning from leave will be permitted to contribute to the CLB the following September. The Association shall be responsible for enrolling all unit members wishing to contribute to the CLB.

8.13.4.2 The Association shall submit copies of enrollment forms to the District, which shall keep a record of all participants. Unit members who do not join the CLB during the open enrollment period shall not be eligible to withdraw from the CLB during that school year and must wait until the following year.

8.13.5 Required Contributions

8.13.5.1 Each ETA member must contribute for two (2) consecutive years to be vested in the CLB. Once vested, s/he is eligible for up to sixty (60 days) in total for the same catastrophic illness or injury. For the first year before becoming vested, s/he is only eligible for up to twenty (20) days in total.

8.13.5.2 No additional days must be donated unless the total number of days in the CLB falls below 100. At such time, all participants shall be asked to contribute an additional sick day the following year. Unit members who

decline to continue to participate in the Bank shall notify Human Resources no later than the last workday of September.

8.13.5.3 If a previously eligible member does not wish to donate the additional day, he/she shall become ineligible for the CLB. Previous donations shall not be returned.

8.13.5.4 Any ETA member who has not previously donated a day to the CLB may choose to do so at the beginning of the following school year.

8.13.6 District Responsibility

8.13.6.1 After the last workday of October, the District shall provide, upon request of the CLB Committee, the following information:

- a. The total number of days available in the CLB
- b. The names of participating members, with the number of days donated and/or used
- c. The date of any withdrawals, with the total number of days withdrawn

8.14 **Differential Pay**

When calculating differential pay, the daily rate of \$180 per day shall be applied, even though the actual substitute teacher employed by the District may receive a higher daily rate. In no event shall the amount deducted exceed 50% of the bargaining unit member's gross daily salary (in accordance with Ed Code 44977 Leave).

8.15 **Timeline for Reporting an Absence**

An employee should enter their absence into the district's absence substitute system as soon as they are able, to give the district as much advance notice as possible for the need for a substitute.

8.15.1 A unit member shall make every effort to report an absence no later than one (1) hour before the first instructional bell rings at the site or upon the occurrence of illness. A unit member shall report their own absence unless it is an actual emergency and then a site-assigned administrator may also assist in entering absences for employees when the employee is not able to.

8.16 **Definition of Terms:**

8.16.1 Domestic partner – Any person who meets the following eligibility:

- a. Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring.
- b. A domestic partnership is established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State pursuant to this division, and, at the time of filing, all of the following requirements are met:
 - 1. Both persons have a common residence.
 - 2. Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
 - 3. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
 - 4. Both persons are at least 18 years of age.
 - 5. Both persons are members of the same sex.

ARTICLE IX

Class Size

9.1 SDC Mainstreaming TK-6

The District shall reserve space in regular education classrooms throughout the District for the purpose of mainstreaming SDC students in TK through 6th grade classrooms.

9.1.1 IEPs district-wide will be reviewed by the Special Education Department to anticipate the mainstreaming needs of students for the upcoming year.

9.1.2 The Director of Special Education shall meet with the administration and Special Education staff at the sites with SDC classes for the upcoming year to facilitate the reservation of mainstreaming space in the regular education classrooms.

9.2 Student Placement

Students with IEPs, 504s, Dually identified ELs, etc. shall be distributed throughout a grade level at a site consistent with legal requirements including, but not limited to, appropriate teacher credentials.

9.3 Transitional Kindergarten (TK) Class Size

Transitional Kindergarten class sizes shall be staffed with at least one certificated classroom teacher and one paraprofessional, and shall not exceed 20 students per class.

9.4 Transitional Kindergarten (TK) and Kindergarten Full Day Program

9.4.1 For the 2018-2019 school year, the implementation of full day TK and Kindergarten will expand up to 15 sites, completing the pilot for full implementation. Dismissal of the full day TK and Kindergarten program will be 15 minutes prior to the end of the primary dismissal, including minimum days.

9.4.2 A 2.5-hour Instructional Assistant will be provided for a full day Kindergarten classroom. If the Instructional Assistant is absent, a substitute will be provided.

9.4.3 Full day TK and Kindergarten shall begin the full day program the week immediately following the 10th day of instruction. All district TK and Kindergarten classrooms shall follow the current Kindergarten schedule prior to full day programs as specified above.

9.4.4 The full day Kindergarten and TK programs shall address California Standards and take into account ample opportunity for both active and quiet activities with an

integrated, experiential, and developmentally appropriate educational program. As memorialized in the Participative Decision-Making Side Letter (October 2007), it is the consensus of the District and the Association to utilize that agreement, acknowledging that grade-level stakeholders will be included.

9.4.5 The District shall provide each new Kindergarten room with the basic classroom materials, as comparable to the District document titled “Kindergarten Classroom Furniture/Materials.”

9.4.6 An annual budgetary supplement in the amount of \$175 per full day TK and Kindergarten classroom for the first two years of the site’s full-day implementation.

9.4.7 To support individual student assessment, three (3) release days per full day TK and Kindergarten teacher will be allocated, to be used at the discretion of the teacher/site.

9.5 K-3 Staffing Ratio

The District shall maintain K-3 classes at the ratio of 24:1 with flexibility of +1 student over per class. If the 25th student is enrolled in any class, a stipend shall be paid to the teacher at the rate of \$10.00 per day per student for any student in excess of 24, commencing ten (10) days after the 25th student is enrolled. This stipend will be retroactive to the first day of enrollment.

9.5.1 The District will automatically calculate and issue appropriate stipends twice a year as follows:

- a. Stipends earned between the beginning of the school year through mid-December shall be issued on the January payroll warrant.
- b. Stipends earned between mid-December and the end of the school year shall be issued on the June payroll warrant.

9.5.2 Should a 25th student be mainstreamed for any portion of the day in a K through 3rd grade classroom, a stipend shall be paid to the teacher at the rate of \$10 per day.

9.5.2.1 In cases of unforeseeable circumstances, a \$15 stipend per student per day shall be paid to the teacher for any mainstreamed student in excess of the 25th student.

9.5.2.2 The District shall automatically calculate and issue appropriate stipends twice a year once the member completes and submits the stipend form in Informed K12.

9.6 Grades 4, 5, and 6 Class Size

The District shall maintain non CSR 4-6 classes at the ratio of 30:1. If the 32nd student is enrolled in any class, a stipend shall be paid to the teacher at the rate of \$10.00 per day per student for any student in excess of 31, commencing ten (10) days after the 32nd child is enrolled. This stipend shall be retroactive to the first day of enrollment.

9.6.1 The District shall automatically calculate and issue appropriate stipends twice a year as follows:

- a. Stipends earned between the beginning of the school year through mid-December shall be issued on the January payroll warrant.
- b. Stipends earned between mid-December and the end of the school year shall be issued on the June payroll warrant.

9.7 Grades 4, 5, and 6 Mainstreaming

Should a 32nd student be mainstreamed for any portion of the day in a 4th through 6th grade classroom, a stipend shall be paid to the teacher at the rate of \$10 per day per Student.

9.7.1 The District shall automatically calculate and issue appropriate stipends twice a year once the member completes and submits the stipend form in Informed K12.

- a. Stipends earned between the beginning of the school year through mid-December shall be issued on the January payroll warrant.
- b. Stipends earned between mid-December and the end of the school year shall be issued on the June payroll warrant.

9.8 Grades 4, 5, and 6 Combination Class Size

Grades 4, 5, and 6 combination classes shall not exceed 31 students. Should the 31st student enroll in any class, a stipend shall be paid to the teacher at the rate of \$10.00 per day per student for any student in excess of 30th student, commencing ten (10) days after the 31st child is enrolled. This stipend will be retroactive to the first day of enrollment.

9.8.1 The District shall automatically calculate and issue appropriate stipends twice a year as follows:

- a. Stipends earned between the beginning of the school year through mid-December shall be issued on the January payroll warrant.
- b. Stipends earned between mid-December and the end of the school year shall be issued on the June payroll warrant.

9.9 Grades 4, 5, and 6 Combination Mainstreaming

Should a 31st student be mainstreamed for any portion of the day in a 4th through 6th grade combination classroom, a stipend shall be paid to the teacher at the rate of \$10 per day.

9.9.1 In cases of unforeseeable circumstances, a \$15 stipend per student per day shall be paid to the teacher for any mainstreamed student in excess of the 31st student.

9.9.2 The District shall automatically calculate and issue appropriate stipends twice a year once the member completes and submits the stipend form in Informed K12.

- a. Stipends earned between the beginning of the school year through mid-December shall be issued on the January payroll warrant.
- b. Stipends earned between mid-December and the end of the school year shall be issued on the June payroll warrant.

9.10 1st through 6th Grade Combination Class Stipend

General education teachers who teach a combination class shall receive \$200 per month stipend.

9.11 Grades 7 and 8 Caseload

Full-time middle school teachers with student caseloads above 168 students shall receive a \$500 stipend per semester. Half-time middle school teachers with student caseloads above 84 students shall receive a \$500 stipend per semester.

9.11.1 For the determination of Grade 7 and 8 stipends, the student caseloads will be determined at the end of the fourth instructional month for the January warrant, and the end of the tenth instructional month for the June warrant.

9.11.2 On the tenth day of school, Human Resources shall provide the union leadership a report of the student caseload of each middle school teacher.

9.12 Middle School Scheduling Support

Each middle school site shall be allocated a maximum of 30 hours per year to compensate teachers at the contractual overtime rate for participating in the development and monitoring of the Main Schedule for the site. Each middle school site shall have the

discretion to determine the number of teachers and which teachers will be selected to assist in developing and monitoring the site's Main Schedule.

9.13 Special Day Class (SDC)

9.13.1 SDC Criteria for Placement

The District shall utilize the Special Education Local Plan Agency (SELPA) placement guidelines for Special Day Classes. The District shall communicate a transparent process to the SDC staff on how students are distributed among the district throughout the school year unless to do so would violate legally mandated confidentiality. (Refer to Section 14.1 Teaching and Safety Conditions)

9.13.2 Special Day Class (SDC) Class Size

The district shall load SDC classes to the smallest number practicable. If the 13th student is enrolled, a meeting will occur with the affected teacher, the Director of Special Education or designee, the Assistant Superintendent of Human Resources or designee, and a representative of ETA within 5 working days. Solutions will be explored and agreed upon to resolve the class size and caseload concerns.

9.13.2.1 If the 13th student is enrolled, a stipend shall be paid to the teacher at the rate of \$10.00 per day per student for any student in excess of 12, commencing ten (10) days after the enrollment. The stipend shall be retroactive to the first day of enrollment.

9.13.2.2 The District shall automatically calculate and issue appropriate stipends twice a year as follows:

- a. Stipends earned between the beginning of the school year through mid-December shall be issued on the January payroll warrant.
- b. Stipends earned between mid-December and the end of the school year shall be issued on the June payroll warrant.

9.13.3 The district shall provide two (2) additional staff members, (not including one-on-one aides identified in student IEPs and or ABA therapists) per SDC class. If the classroom teacher determines that one of the additional trained staff members is not needed, a collaborative conversation shall take place with site administration, and then they shall notify the Special Education Director or designee. The two additional trained staff members shall receive behavioral

training and other professional development to be able to fully support the needs of the students.

9.14 Intensive Support Program (ISP) refer to Article 22

9.15 RSP & Language, Speech, and Hearing Caseloads

RSP caseload shall not exceed 28 pupils maximum (Education Code 56362) Speech and Language Pathologists' caseload shall not exceed 55 pupils maximum (Education Code 56363.3)

9.15.1 The District shall provide one 6 (six) hour staff member for each RSP teacher.

The staff member shall receive behavioral training and other professional development to be able to fully support the needs of the students.

9.16 Psychologist & Speech Language Pathologists Caseloads

Workload considerations must be addressed when establishing the caseloads of Psychologists and Speech Language Pathologists. The caseload of Psychologists and Speech Language Pathologists shall be determined after reviewing the service requirements and other workload considerations for each individual student on the caseload.

9.16.1 A lead speech language pathologist shall work with the Director of Special Education or other district designated administrator to determine appropriate SLP caseloads and adjust accordingly. Additionally, students in the Intensive support program shall be calculated as 1.5 when determining caseload. (Refer to Article 22.1.2.2.)

9.16.2 A lead psychologist shall work with the Director of Special Education or other designated district administrator to determine appropriate psychologist caseloads and adjust accordingly.

9.17 Music Caseloads

The caseload of each vocal music teacher shall be allocated on the basis of one teacher per three (3) schools.

ARTICLE X

Transfer and Reassignment

10.1 Member-Initiated Transfers

Unit members may initiate transfer requests on the “Unit Member Transfer Questionnaire” submitted to their supervisor or directly to the Human Resources Department during the identified transfer period. The unit member can, but does not need to, discuss their interest in a transfer with their supervisor.

10.1.1 The District shall distribute unit member request forms (Transfer Questionnaires) the Monday after the March School Board Meeting. Transfer Questionnaires for the subsequent year are due back to Human Resources ten (10) work days later.

10.1.1.1 An active list of persons requesting transfers will be maintained by the Assistant Superintendent of Human Resources or designee.

10.1.2 In the event a principal assignment is made following the deadline for teacher transfers, the unit member at the school affected shall be given a two (2) week period after the assignment in which to initiate a transfer.

10.1.2.1 District Administration shall make every effort to make principal changes during the Transfer Period outlined in the Collective Bargaining Agreement. If an unforeseeable event creates the need to make principal changes after the Transfer Period or in the summer, the District shall notify bargaining unit members at affected schools of the change both through email and regular mail. Human Resources shall create a list of current openings. Affected staff shall be notified of any openings and have priority to those positions during a two-week period. This may create the need for a second notice of openings which shall follow the same protocol. All certificated staff who do not choose to transfer to one of the current openings shall receive priority during the transfer process the following school year. The same protocol shall be used if principal changes occur after the start of the year. If a staff member is granted a transfer in the summer or after the school year has started, the District shall provide boxes and assistance for the move to the new site.

10.1.3 The Assistant Superintendent of Human Resources or designee will evaluate the “Unit Member Transfer Questionnaire,” considering the needs of the District and also the following in granting/rejecting transfer requests, in no particular order:

- a. Training
- b. Credentials
- c. Experience
- d. Competencies/Skills
- e. Reorganization of School
- f. Length of Service

10.1.4 The final decision on transfer requests shall be made by the Assistant Superintendent of Human Resources or designee. When a transfer is denied, the unit member shall be informed in writing, including an explanation of the denial. The District shall provide a list of denied transfer requests to the Association leadership.

10.1.5 Unit members who have been denied a transfer and request a transfer the consecutive year will be given first consideration in the transfer process.

10.2 **Administratively-Initiated Transfers**

10.2.1 In the event that the Superintendent deems that compelling circumstances require that a unit member be transferred on an administrative basis, the unit member and the Association shall be notified in writing of the reason(s) for this action by the Superintendent. The District shall provide two copies of the letter to the unit member, one of which may be given to the Association at the unit member’s discretion.

10.2.2 Administrative transfers shall not be punitive.

10.3 **Involuntary Transfers**

Involuntary transfers, initiated by the Superintendent, are for:

- a. Declining enrollment
- b. Filling a vacancy(ies)
- c. Accommodating special staffing needs
- d. Requirements of any school(s)
- e. Reduction or termination of a program(s)
- f. Initiation or expansion of a program(s)

10.3.1 Involuntary transfers will not be punitive.

10.3.1.1 Administrative involuntary transfers shall be decided by the following criteria, in no particular order:

- a. Seniority date
- b. Special skills, training, professional development
- c. Fidelity of the site initiatives and/or implementation of the program at the site

10.3.1.2. A conversation with the site administrator shall take place letting the unit member know the reason for the transfer.

10.3.2 Involuntary transfers shall be subject to the following:

10.3.2.1 The Superintendent or designee shall provide written notice to teachers subject to involuntary transfer, stating the nature of the transfer with reasons therefore, and informing them of their right to a meeting with the Superintendent or designee.

10.3.2.2 Unit members who have been involuntarily transferred and who request, shall be given first consideration for a two (2) year period to return to the school or program from which they were transferred pursuant to those provisions set forth in 10.1.3 of this article.

10.3.2.3 All involuntary transfers shall be completed at least three (3) weeks prior to the opening of school, whenever possible.

10.3.2.4 A unit member transferred any time during the school year shall be given four (4) working days without responsibility to prepare for the new assignment.

10.3.2.5 In the event there is more than one vacancy, a unit member to be involuntarily transferred shall have the right to indicate preference from a list of said vacancies, and the employer shall honor such requests on the basis of the provisions of Section 10.1.3 of this article.

10.3.2.6 Any unit member involuntarily transferred shall not be involuntarily transferred again for at least two (2) years except when the transfer is caused by declining enrollment or elimination of programs.

10.3.2.7 When the District finds it necessary to make involuntary transfers, volunteers will be sought. Volunteering to transfer will be considered a priority, but does not guarantee a transfer.

10.3.2.8 The District will be responsible for moving all materials.

10.3.2.9 Any unit member involuntarily transferred for the following school year shall be paid eight (8) hours of overtime, at the hourly contractual rate.

10.4 Intra-School Reassignments

All considerations for unit member initiated transfers shall also apply to intra-school reassignments. Personnel involved in an intra-school reassignment have the right of appeal to the Superintendent. A general summary of anticipated openings, including temporary positions, will be distributed with the transfer and request form.

10.4.1 Any unit member who is involved in an intra-school reassignment during the school year shall be allowed:

10.4.1.1 Three (3) working days without responsibility to prepare for the new assignment (as defined in Article 10.10).

10.4.1.2 Two (2) working days without responsibility to prepare for a change of assignment from a combination class to a single grade within the former combination and/or permanent on-site internal classroom move.

10.4.1.3 In the event there is more than one vacancy, the unit member to be reassigned shall have the right to indicate preference from a list of said vacancies, and the employer shall honor such requests on the basis of the provisions of Section 10.1.3 of this Article.

10.4.1.4 Upon request of a unit member who involuntarily changes classrooms, the site administrator will arrange for assistance in moving materials..

10.4.1.5 Unit members involuntarily reassigned within a school site may transfer to a position at another school the following year, and will have priority in the next voluntary transfer process.

10.4.2 For two (2) years following an involuntary reassignment, a unit member whose request(s) to return to a vacancy at the grade level or program from which they were reassigned is/are denied, shall have the right to appeal such decision(s) to the Superintendent.

10.4.3 Involuntary Classroom Changes: A Unit member who involuntarily changes classrooms for any reason, during the school year or for the following school year, shall be paid eight (8) hours of overtime, at the current contractual rate.

10.5 Posting of Openings and Vacancies

10.5.1 Information on current vacancies shall be available to employees. A current list of all openings and vacancies will be posted in a prominent place in each school.

10.5.2 The District will provide the Evergreen Teachers Association President with a list of available vacancies.

10.5.3 The District will provide the Evergreen Teachers Association President with a current list of temporary employees and positions they fill.

10.6 Categorically-funded Exception

The provisions of Article 10.3.2.1 do not apply to categorically-funded positions under the A-127 Application.

10.7 Temporary Teachers

10.7.1 The District shall limit the number of temporary unit members to the equivalent number of unit members on leave and/or filling partial-year assignments and/or non-mandated categorical programs.

10.7.1.1 Those temporary teachers who are converted to probationary status will be designated as Prob 0, Prob 1, or Prob 2 no later than November 30th of each school year.

10.7.2 Temporary classification is appropriate for those replacing a teacher on leave and/or filling a partial-year assignment and/or in a non-mandated categorical program.

10.7.3 When a teacher is made probationary after serving at least 75% of the school year as a temporary with a preliminary or clear credential and CLAD, one year of temporary service counts toward the required two years of probationary service (Ed. Code Sec. 44918(a)).

10.8 Teachers Assigned Outside of the Classroom

Teachers assigned outside of the classroom retain the same rights covered under “Article X: Transfer and Reassignment.”

10.9 **School Closure Committee**

Upon the decision of a school closure, a committee of four (4) members (two each from the District and the Association) shall be formed to review transfer procedures.

10.10 **Definitions**

Assignment: A specific position within a site or department within the District.

New Assignment: A change in assignment to a new grade level, from a single class to a combination class, the addition of a new course of study at the middle school level (not including new adoptions or standards), or to a new site.

Reassignment: A change in assignment.

Opening: A position previously held by a permanent or probationary employee who is on a leave of absence.

Vacancy: A position which is not occupied and in which a permanent or a probationary employee can be placed.

ARTICLE XI

Evaluation Procedures

11.1 Evaluation and Assessment

- 11.1.1 Evaluation and assessment shall be reduced to writing and a copy thereof shall be transmitted to the Unit member. The Unit member shall have the right to initiate a written reaction or response to the evaluation within twenty (20) work days. Such response shall become a permanent attachment to the Unit member's personnel file. Before the end of the school year, a meeting shall be held between the Unit member and the evaluator to discuss the evaluation.
- 11.1.2 The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the Unit member. In the event a Unit member is not performing their duties in a satisfactory manner according to the standards prescribed by the governing board, the employing authority shall notify the Unit member in writing of such fact and describe such unsatisfactory performance. The employing authority shall, thereafter, confer with the Unit member, making specific recommendations as to areas of improvement in the Unit member's performance and endeavor to assist them in such performance, such as providing targeted coaching and support in the area(s) of concern. Based on their overall performance, the employee may be part of the evaluation cycle the following school year.
- 11.1.3 A variety of factors and indicators will be utilized by the evaluator in assessing Unit member performance. No one indicator will be the sole factor for the Unit member evaluation.
- 11.1.3.1 All formal evaluation tools shall be negotiated with the Association.
- 11.1.3.2 Any modifications made to formal evaluation tools or procedures shall be negotiated with the Association.
- 11.1.3.3 Informal observations shall provide feedback to Unit members with the intent of promoting best instructional practices. Site administrators and unit member designee(s) selected by ETA shall collaborate to develop shared goals, outcomes, procedures, and tools for informal observations.
- 11.1.4 Site administrators and unit member(s) selected by ETA shall collaborate to develop shared goals, outcomes, procedures, and tools for informal observations.

11.2 **Evaluation Frequency**

Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:

- a. At least once each year for temporary personnel
- b. At least once each year for probationary personnel
- c. At least once every other year for personnel with permanent status
- d. At least once every five (5) years for personnel with permanent status who have been employed at least ten (10) years with the school district and are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 6301, et seq.), as defined in 20 U.S.C. Sec. 7801, whose previous evaluations rated the employee at meeting or exceeding standards, and if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time. Any negative item in an evaluation must first be preceded by written notification or oral conference about the problem, to which the teacher may respond. The response, if in writing, shall automatically be placed in the teacher's personnel file unless s/he requests otherwise.

11.3 **Evaluation Timeline**

Prior to October 15, principals shall:

- a. Furnish copies of:
 1. Procedures for evaluation
 2. Standards prescribed by the governing board by which the teachers shall be evaluated
 3. The District Discipline Policy
- b. Schedule group conferences with all teachers to explain the above
- c. Schedule individual conferences when requested
- d. Principals will notify teachers of any substantive change to the evaluation procedures
- e. The parties will meet and consult over any changes to the evaluation process (Gov. Code 3543.2)

11.3.1 The teacher and evaluator, through mutual agreement, shall list mitigating factors operative during the term of the evaluation process. These may be revised by mutual consent.

11.3.2 Unit members shall not participate in the evaluation and/or observation process of other unit members.

11.4 Evaluation Procedures for Temporary Unit Members

11.4.1 Prior to December 1st, the first formal observation for all temporary Unit members will be conducted. In the event a Unit member is hired after October 31st, they shall be evaluated 20 work days after their hire date.

11.4.2 For those Unit members who exhibit deficiencies, a remediation conference will be held to give recommendations in writing for improvement of deficiencies. The following activities can be utilized:

- a. Workshop(s)
- b. Demonstration teaching
- c. In-service training
- d. Visitation(s)
- e. Conference(s)
- f. Coaching & Mentoring
- g. Other activities to promote satisfactory performance

11.4.3 Prior to February 1st, the first formal evaluation for those temporary teachers who exhibit or continue to exhibit a need for improvement will be conducted.

11.4.4 Final evaluation conferences shall be completed prior to May 15 of the school year.

11.5 Dismissal Procedure for Temporary Unit Members

11.5.1 Thirty (30) work day notice will be given prior to dismissal of a temporary Unit member by the Superintendent or designee of, such as the Principal.

11.6 Evaluation Procedures For Probationary Unit Members:

11.6.1 Prior to December 1st, the first formal observation for all probationary Unit members will be conducted.

11.6.2 For those Unit members who exhibit deficiencies, a remediation conference will be held to give recommendations in writing for improvement of deficiencies. The following activities can be utilized:

- a. Workshop(s)
- b. Demonstration teaching
- c. In-service training
- d. Visitation(s)
- e. Conference(s)
- f. Coaching & Mentoring
- g. Other activities to promote satisfactory performance

11.6.3 Reports from third parties which are detrimental to the teacher must be fairly and impartially investigated, corroborated, and if possible, verified by the evaluator prior to inclusion in the evaluation or in the remediation of the teacher.

11.6.4 Prior to February 1st, the first formal evaluation for those probationary teachers who exhibit or continue to exhibit a need for improvement will be conducted.

11.6.5 Final evaluation conferences shall be completed by May 15 of the school year.

11.7 Dismissal Procedure For Probationary Unit Members

11.7.1 Prior to February 1st, the Superintendent or designee shall prepare a list of those probationary Unit members who continue to exhibit a need for improvement and shall notify said employee(s) and the ETA President that they may be recommended for dismissal.

11.7.2 Prior to February 1st, the dismissal list will be reviewed by the Superintendent, Deputy Superintendent/Assistant Superintendent, and/or principal(s), setting forth all information available on each case. Legal counsel in evaluation of information is recommended at this point.

11.7.3 Prior to March 1st, the principal or designee will make a final supplementary evaluation of Unit member(s) previously considered unsatisfactory and will report their appraisal to the Superintendent or the Deputy Superintendent/Assistant Superintendent.

11.7.4 Prior to March 10th, the Superintendent, the Deputy Superintendent/Assistant Superintendent, Human Resources Director, and/or principal shall confer with the Unit member. A written report of that conference shall be placed in the Unit member's personnel file and a copy shall be given to the Unit member.

11.8 Evaluation Procedures For Permanent Unit Members

- 11.8.1 Observations will be conducted prior to final evaluations. The formal evaluation observation should be at least 40 minutes.
- 11.8.2 In the event of unsatisfactory observation, the following activities can be utilized:
- a. Workshop(s)
 - b. Demonstration teaching
 - c. In-service training
 - d. Visitation(s)
 - e. Conference(s)
 - f. Coaching & Mentoring
 - g. Other activities
- The evaluator will work with the Unit member to facilitate these activities in promoting satisfactory performance.
- 11.8.3 A variety of factors and indicators will be utilized by the evaluator in assessing Unit member performance. No one indicator will be the sole factor for the Unit member evaluation.
- 11.8.4 Reports from third parties which are detrimental to the Unit member must be fairly and impartially investigated, corroborated, and, if possible, verified by the evaluator prior to inclusion in the evaluation or in the remediation of the Unit member.
- 11.8.5 No classroom instructional assistant shall participate in or provide information for the evaluation of a unit member.
- 11.8.6 Final evaluation conference shall be completed no later than May 15 of the school year.

11.9 **Employee Site File**

Upon request of the Unit member, the principal shall review with the Unit member the contents of the evaluatee's site file, which shall contain only current classroom evaluation-related materials, grades and attendance data, as well as other performance-related documentation up to three (3) years.

11.10 **Peer Assistance and Review (PAR)**

11.10.1 **Purpose:** To improve student learning by supporting the development of an inspired dedicated and highly qualified teaching force through expanded and improved professional development and peer assistance. The Peer Assistance and

Review Program will consist of Joint Teacher/Administrator Panel (The Joint Panel), Consulting Teachers (CT), Participating Teachers (PT), Referred Participating Teacher (RFT), New Participating Teacher (NPT), Voluntary Participating Teacher (VPT), and Mentors.

11.10.2 Joint Panel

11.10.2.1 The Joint Panel shall consist of five (5) members, three (3) of whom shall be permanent certificated classroom teachers who are appointed to serve by the Evergreen Teachers Association (ETA). The other two (2) members shall be appointed by the Superintendent.

11.10.2.1.1 All five (5) members must be present at all meetings or utilize a proxy procedure for voting rights.

11.10.2.1.2 The Joint Panel will make all decisions through consensus in the areas of appointments, reports and recommendations to the Governing Board, program plan, budget, and all other considerations.

11.10.2.1.3 Failing consensus, decisions will be made by a majority vote.

11.10.2.2 The Joint Panel shall be responsible for the following:

- a. Establishing its own rules and regulations.
- b. Establishing procedures for application as a Consulting Teacher.
- c. Selecting the Consulting Teachers.
- d. Sending written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher and the evaluator.
- e. Reviewing the log/journal prepared by the Consulting Teacher and the final evaluation by the evaluator.
- f. Submitting a report to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program.
- g. Administering the Voluntary Participating Teacher Program.
- h. Evaluating annually the impact of the PAR Program in order to improve the program and determining the number of Consulting Teachers for the following school year, based upon teacher

participation in the PAR Program, the budget available, and other relevant considerations.

11.10.2.3 The Joint Panel shall assess the performance of the Consulting Teachers on an ongoing basis. The Joint Panel shall reserve the right to re-designate a Consulting Teacher.

11.10.2.4 All proceedings and materials related to evaluation, reports and other personnel matters shall be strictly confidential. Therefore, the Joint Panel members and CTs may disclose such information only as necessary to administer this article.

11.10.2.5 Teachers who are members of the Joint Panel shall have the same protection from liability and access to appropriate defense as other public school employees under Government Tort Claim Act (Division 3.6 commencing with section 810 of Title I of the California Government Code).

11.10.2.6 Stipends for any Joint Panel member must be negotiated and if PAR Program funding changes, the stipend will be renegotiated.

11.10.2.6.1 Beginning 2004-2005, the stipend shall be \$1200.

11.10.3 Consulting Teachers

11.10.3.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Regulations, provided that the following shall constitute minimum qualifications:

- a. A credentialed teacher with permanent status.
- b. Substantial recent experience in classroom instruction.
- c. Demonstration of exemplary teaching abilities, as indicated by effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

11.10.3.2 In applying for a position as a Consulting Teacher, each applicant is required to submit three (3) references from individuals with specific

knowledge of his or her expertise. One of the references must be from a site principal or instructional supervisor.

11.10.3.3 A Consulting Teacher shall be selected by a majority of the Joint Panel after they have conducted classroom observations of the candidates.

11.10.3.4 The Consulting Teacher will be paid a stipend to be determined by the Joint Panel.

11.10.3.5 The term of the Consulting Teacher shall be two (2) years and the Joint Panel may reappoint Consulting Teachers for additional terms.

11.10.3.6 Consulting Teachers will be required to attend training programs designed to prepare them for their role.

11.10.3.7 Functions performed pursuant to this Article by bargaining unit members shall not constitute management or supervisory functions and will not include any type of evaluation.

11.10.3.8 Consulting Teachers shall assist Participating Teachers with demonstrations, classroom visitations during instruction, conferences, referrals or by other activities which, in their professional judgment, will assist the Participating Teacher.

11.10.3.9 The Consulting Teacher and evaluator will have ongoing communication throughout the period of review.

11.10.3.10 The Consulting Teacher will submit a log/journal to the Joint Panel. A copy of the Consulting Teacher's log/journal will be discussed with the Referred Participating Teacher to receive his/her signature before it is submitted to the Joint Panel. Participating Teachers may request the log/journal to be placed in their personnel file.

11.10.3.11 Teachers who are Consulting Teachers shall have the same protection from liability and access to appropriate defense as other public school employees under Government Tort Claim Act (Division 3.6 commencing with section 810 of Title I of the California Government Code).

11.10.3.12 Consulting Teachers may provide training and support to New Participating Teachers and/or Voluntary Participating Teachers as determined by the Joint Panel.

11.10.4 Participating Teachers

- 11.10.4.1 A Referred Participating Teacher is a teacher with permanent status who is in need of improvement in subject matter knowledge, teaching strategies, and/or maintenance of a suitable learning environment (California Education Code Section 44662.b and as per the California Standards for the Teaching Profession under Effective Environment for Student Learning), as documented in an unsatisfactory Final Evaluation. Initial notification of mandatory participation in the PAR Program will have been stated on the Final Evaluation Form.
- 11.10.4.2 The purpose of Voluntary Participating/New Participating Teacher is peer assistance only and such participation shall not cause any written reports to be produced.
- 11.10.4.3 The Joint Panel will make all decisions in regard to assignment of a Consulting Teacher to a Referred Participating Teacher.
 - 11.10.4.3.1 A Referred Participating Teacher may request a specific Consulting Teacher from the list of Approved Consulting Teachers. This request will be considered by the Joint Panel during the assignment process.
 - 11.10.4.3.2 During the PAR process, the Referred Participating Teacher may request a change in assignment of his/her Consulting Teacher. This change may occur, if approved by the Joint Panel.
- 11.10.4.4 The principal, along with the Referred Participating Teacher, shall develop written performance goals which will be clear and aligned with pupil learning, California Standards for the Teaching Profession, district standards of achievement and assessment data such as rubrics, performance assessment results, and Content Standards results.
- 11.10.4.5 A Referred Participating Teacher will receive a minimum of one observation per semester. Each observation will be followed by a conference.

ARTICLE XII

Personnel Files

- 12.1 There shall be a single personnel file for each member. Personnel files shall be kept in the central administration office of the District.
- 12.2 Materials in the personnel file of a unit member shall be available for inspection by the unit member involved. Upon written authorization by the unit member, an Association representative shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file. An Association representative may accompany the unit member in his/her review of the file.
- 12.3 Material of a derogatory nature must be fairly and impartially investigated, corroborated, and, if possible, verified before being placed in a unit member's personnel file.
 - 12.3.1 Information of a derogatory nature shall not be entered or filed in employee's personnel file until the unit member is given notice of such material and has had an opportunity to review and comment thereon. In the event of a dispute over any of the materials, the employee has the right to respond to the material in writing and have this attached to the material in his/her personnel file.
- 12.4 Access to personnel files shall be limited to members of the District administration on a need-to-know basis and/or upon subpoena of records. Board members may request the review of a file at duly-constituted personnel sessions of the Board. The District shall keep a log of persons who have examined the personnel file and dates of such examination.

ARTICLE XIII

Public Charges

- 13.1 Public charges of a derogatory or critical nature shall be fairly and impartially investigated, corroborated and, if possible, verified prior to disciplinary action of the charged employee or prior to inclusion in employee's evaluation or personnel file. The employee has the right to respond to these charges in writing and to have such a response made a part of his/her personnel file.
- 13.2 A teacher may request a meeting with the principal and complainant to discuss the allegations.
- 13.3 Unsubstantiated complaints will not be placed in the employee's evaluation or personnel file.
- 13.4 If a formal complaint submitted in writing against the teacher is received by the District or Principal, the teacher shall be notified in writing of such complaint within ten (10) days.

ARTICLE XIV
Teaching and Safety Conditions

- 14.1 The District shall inform bargaining unit members prior to placement of pupils, when information becomes available, who have engaged in, or are reasonably suspected of engaging in, the suspendable or expellable acts listed in Section 48900 of the Education Code. Any information received by a teacher pursuant to Section 49079 shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.
- 14.2 A teacher may suspend any pupil from the teacher's class for any of the acts enumerated in Section 48900, for the day of suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the principal's designee for appropriate action. The teacher shall ask the parent or guardian to attend a parent-teacher conference regarding the suspension. The pupil shall not be returned to the class from which he/she was suspended during the period of suspension without the concurrence of the teacher of the class and the principal. A pupil suspended from class shall not be placed in another regular class during the period of suspension.
- 14.3 Teachers shall immediately report cases of assault and/or battery suffered by them in connection with their employment to their principal or other immediate supervisor who shall immediately report the incident to the police.
- 14.4 Only qualified and trained personnel shall provide and conduct necessary specialized health care procedures to students, including but not limited to:
- a. dispensing medication
 - b. catheterizations
 - c. crede
 - d. diapering
 - e. injections
 - f. ileostomies
 - g. colostomies
 - h. gastrostomies
 - i. tracheostomy

- j. suction
- k. oxygen administrations
- l. gavage/giving feedings and draining

It shall not be expected that classroom teachers will perform these duties.

- 14.5 No teacher shall be required to work under unsafe conditions; or unhealthful conditions as determined by the District Safety Committee.
- 14.6 Principals will work with their staffs on a site-by-site basis to provide access to telephones and bathrooms within reasonable times after normal work hours.
- 14.7 Traveling specialists and psychologists who are required to transport testing materials in the course and scope of their employment shall not be required to reimburse the District, either directly or through personal insurance, for loss or damage to such materials through no fault or negligence of the employee.

ARTICLE XV

Wages, Health, and Welfare

15.1 Salary Increase

For the 2024-2025 school year, the base salary schedules will be increased by **3.0%**. The District and Association shall reopen Article 15 plus up to two (2) other articles each for negotiations in the 2025-2026 and 2026-2027 school years.

15.2 Health and Welfare Benefits

15.2.1 Healthcare Benefits

Effective July 1, 2018, District and employee contributions toward health and welfare benefits (medical and dental insurance) shall be as set forth below in this article.

15.2.1.1 The District and each unit member 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 for the following carriers and coverage: MetLife Dental Insurance (Prepaid), Group #KM05753753; Delta Dental [with Adult Orthodontia (\$2000) and Child Orthodontia (\$2000)], Group #2573;

15.2.1.2 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. SISC 100-A 20 Copay, Kaiser HMO 10 OV 10 Rx –SISC (as per signed MOU).

15.2.1.3 Effective with the February 2014 pay warrant and prospectively, unit members shall contribute prospectively, through automatic payroll deduction, this fifty percent (50%) share (specifically, for approximately one-half of the 2013-2014 school year).

15.2.1.4 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).

15.2.1.5 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.

- 15.2.1.6 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 Side Letter 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 method will remain in effect.
- 15.2.1.7 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 15.2.1.9. 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 method) shall be the status quo unless and until negotiated otherwise by the parties.
- 15.2.1.8 The parties agree that the foregoing calculations shall be based on an agreed upon method for calculating the cost of benefits per participating Full Time Equivalent (FTE) annually, beginning February 2014. This shall include a method that takes the following into account:
- a. The population of each plan and number of participating FTE as of the close of the open enrollment period on May 31st of each year.
 - b. Calculation of a single, average health cost per FTE, based on premium costs for, and population of unit members in all medical 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.

15.2.1.9 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 B and incorporated into this Agreement. The parties agree that Appendix B expresses their mutual intent as to the meaning and intended implementation of this Article. Any inconsistencies that might arise between Appendix B and the language in this Article shall be resolved in favor of Appendix B.

15.2.1.10 The District may convert current health and welfare benefit plans to “tiered rates.” The parties agree, however, that these rates shall be converted to composite rates, by health plan, for bargaining unit members. These rates shall be used in calculating the average health cost per FTE provided in section 15.2.1.8b above.

15.2.1.11 The District will provide the Health Benefit Committee (HBC), and ETA upon request, all records and data utilized to make the calculations in this Article.

15.2.1.12 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 Side Letter and negotiations process already agreed to.

15.2.1.13 Any disagreements regarding application of sections 15.2 through and including 15.2.1.10, and section 15.2.4.2, shall be subject to Article VI (Grievance/Complaint Procedures), provided that the Arbitration step (section 6.7) is hereby modified to provide for a three person panel comprised of one appointee each by the District and Association, and a neutral person selected by these two appointees. The two appointees shall utilize the State Mediation and Conciliation Service (SMCS) selection procedure in Article VI if they can not agree on a neutral.

15.2.2 Evergreen Teachers Association Health and Welfare Trust

15.2.2.1 The District contribution per unit member per month to the Evergreen Teachers Association Health and Welfare Trust shall be effective September 1st of each school year provided below except as noted below:

<u>School Year</u>	<u>Contribution/Member/Month</u>
2012-2013	\$108.50
2013-2014	\$118.50
2014-2015	\$128.50
2018-2019	\$100.00 (effective January 1, 2019)

The 2018-2019 contribution amount set forth above shall remain in effect until and unless negotiated otherwise by the parties.

15.2.2.2 The payment of the negotiated contributions shall be made to the authorized agent for the Health and Welfare Trust. The Evergreen Teachers Association Health and Welfare Trust, on behalf of its participants who are retired employees of the District and who are eligible for Trust benefits, shall be allowed to secure health coverage for its participants through the current District Plans. The Trust will meet the following conditions:

- a. Maintain the tax exempt qualification from the IRS and the California Franchise Tax Board;
- b. Prepare and file all necessary documents in a timely fashion;
- c. The Trust will send copies to the District of any and all documents filed with any public agency upon request from the District;
- d. The Trust will comply with all applicable state and federal laws and regulations and file all legally required reports and other documents with the responsible state and federal agencies, as are now or may hereafter be required;
- e. Upon request from the District, the Trust shall send copies of any and all filings required by federal or state law to the District, and the Trust's counsel will confirm to the District in writing that the foregoing conditions continue to be complied with. It is expressly agreed and understood that the Association will indemnify and hold the District harmless from and against any and all liability of whatever

kind of character arising from or out of the creation or administration of the trust described herein, so long as the District makes the contributions called for herein to the Trust on a monthly basis and in a timely fashion. It is recognized that the District shall have no trustees on the Trust and shall not be involved in administering the Trust. Therefore, the Association will indemnify and hold the District harmless from and against any liability arising from a breach of any fiduciary duty committed by or charged against any fiduciary of the Trust and/or any liability arising as a result of a violation of any state or federal law, regulation or ruling by the Trust, or any fiduciary or administrator of the Trust.

15.2.2.3 While it is not contemplated that there will be any type of benefits funded by this trust that would be monitored by the Pension Benefit Guarantee Corporation, or that could create any "unfunded liability," as that term has been defined for purposes of federal and state law, the Association will indemnify and hold the District harmless from and against any liability that exists or comes into being as a result of unfunded liability or noncompliance with any rules or regulations promulgated by the Pension Benefit Guarantee Corporation.

15.2.2.4 In the event that the District is named a party in any disputes arising in connection with the interpretation, administration, or enforcement of the terms of the Trust, or in connection with the enforcement or administration of any state or federal law or regulation relating to the Trust, the Association agrees to indemnify the District for all costs incurred in connection with the District's representation in such a dispute, including reasonable attorney's fees. The District agrees that the attorney that represents the Association and/or Trust and trustees in such a dispute shall also represent the District, unless an actual conflict of interest is demonstrated. If the District desires to obtain its own counsel in disputes where no actual conflict of interest with the Association and/or Trust is

demonstrated, the District shall be responsible for its own reasonable attorney's fees. It is further expressly recognized and agreed by and between the parties hereto that this trust is being solely established by the Association, and the trustees so appointed will be solely liable for the Trust's administration and debts, and that the District is not a fiduciary of the trust, or of any participant or beneficiary of the Trust. The District's sole obligation to the Association, to the Trust and to its participants and beneficiaries shall be to make the contributions called for herein.

15.2.3 Temporary employees after one (1) full year of teaching in the District will receive reimbursement for premiums they paid through July and August if re-employed during the subsequent year.

15.2.4 Early Retirement Incentive Plan

Bargaining unit members who were initially hired prior to July 1, 2010, have completed fifteen (15) years of service in the Evergreen School District, and are between the ages of fifty-five (55) and sixty-five (65) shall be granted 100% of the health premium to age 65. Bargaining unit members who were initially hired on or after July 1, 2010, have completed fifteen (15) years of service in the Evergreen School District, and are between the ages of fifty-five (55) and sixty-five (65) shall be granted 100% health premium for a maximum of sixty (60) months.

15.2.4.1 Qualified bargaining unit members who retire may select a District-paid health plan covering the retiree and spouse during the September open period before retirement in June of that school year from those plans available to District bargaining unit members. If an eligible retiree dies before age sixty-five (65), the surviving spouse will continue to receive District-paid health benefits dependent on initial hire date:

Initial Hire Date

Prior to July 1, 2010

On or after July 1, 2010

Continued Health Benefits

Until the deceased employee would have reached age sixty-five (65).

Until the deceased employee would have reached the maximum of sixty

(60) months or age sixty-five (65),
whichever comes first.

15.2.4.2 The District's premium contributions for eligible retirees who retire after the 2013-2014 school year shall not exceed the District's contributions for current employees, provided, however, that premium contributions shall be on a tiered rate structure. The District contribution for these retirees shall be adjusted to equal the contribution for active employees as that amount changes in the future.

NOTE: This means eligible employees who retire on or before June 30, 2014, will be granted 100% health premium until age 65 as specifically set forth in section 15.2.4 above. Eligible unit members who retire on or after July 1, 2014, shall fall under cost-sharing/employee contribution requirements applicable to current employees now and in the future. Retiree benefits will be calculated on a tiered rate structure based on retiree premium rates.

15.2.4.2.1 Effective with the 2022-2023 coverage year, the District will supplement the cost of medical coverage for eligible single retirees. As of October 1st, 2022, the cost of retiree employee only coverage will not exceed the cost of retiree employee +1 for each medical plan offered to retirees.

15.2.4.3 A District/Association Committee will review all available insurance coverages. Bargaining unit members between ages fifty-five (55) and sixty-five (65) who retire from the District and who have completed more than ten (10) years and fewer than fifteen (15) years of service in the District may continue participation in a health plan available to District bargaining unit members by paying the full cost of the premium, if allowed by the insurance carriers.

15.2.4.4 The District agrees to negotiate Golden Handshake Legislation upon request.

15.3 **Payroll Period**

The payroll period shall be defined as monthly, beginning with September 1st. Salary payments shall be made not later than the last working day of the payroll period, or when warrants are released by the county.

15.4 **Monthly Mileage**

15.4.1 Monthly mileage reimbursement shall be in accordance with the following schedule:

Nurses: \$95.00 - 10 months

Adaptive P.E. Specialist: \$95.00 - 10 months

15.4.2 Mileage claims for unit members for the authorized use of private vehicles in the service of the District shall be reimbursed at the current IRS allowable rate.

15.4.3 This allowance is for travel within Santa Clara County. Mileage claims may be submitted for authorized travel outside the county.

15.5 **Music Directors and Program**

15.5.1 Should the Middle School Band Director(s) receive District or site approval to lead a performance(s) in addition to the Winter and Spring Concert, the Middle School Band Director(s) will qualify for a stipend of \$200.00 per performance, not to exceed \$1,200.00 per middle school site within any given school year.

15.5.2 If space is available, Band Directors will be provided a dedicated space at each site where they teach to leave materials, equipment, instruments, etc.

15.5.3 Middle School Band Director(s) shall teach full time at one Middle School site each. Additional staff shall be hired to provide the elementary music program. Funding for these positions will be partially provided through Proposition 28 and parcel tax revenue. If there are changes to Proposition 28 funding and/or the parcel tax, both parties agree to negotiate middle school band director staffing.

15.5.4 The caseload of each vocal music teacher shall be allocated on the basis of one teacher per three (3) schools.

15.6 **Middle School Coaches & Supervisors**

15.6.1 The rate of pay for coaches in major sports at the middle schools shall be \$1,540.88 for 2024-2025, increased annually by an amount equal to the negotiated percentage change to the certificated salary schedule, per major sport. In addition,

an amount of \$125.00 per major sport shall be paid to the head coach for coordinating practice and game schedules and attending league meetings.

15.6.1.1 A major sport shall be defined as those sports which extend for a period of at least seven (7) weeks.

15.6.2 The rate of pay for coaches of minor sports at the middle schools shall be \$980.56 for 2024-2025, increased annually by an amount equal to the negotiated percentage change to the certificated salary schedule, per minor sport. In addition, an amount of \$85.00 per minor sport shall be paid to the head coach for coordinating practice and game schedules and attending league meetings.

15.6.2.1 A minor sport shall be defined as those sports which extend for a period of at least four (4) weeks and do not exceed seven (7) weeks.

15.6.3 The rate of pay for the cheerleader supervisor at the middle schools shall be \$2,139.31 for 2024-2025, increased annually by an amount equal to the negotiated percentage change to the certificated salary schedule.

15.6.4 Beginning in 2016-2017, all pay for coaches and cheerleader supervisors at the middle school shall be increased annually by an amount equal to the negotiated percentage change to the certificated salary schedule.

15.6.5 Sixth grade basketball coaches will receive a stipend of \$352.00 (2016-2017).

15.6.6 The rate of pay for athletic directors at the middle schools shall be \$2,183.60 for 2024-2025, increased annually by an amount equal to the negotiated percentage change to the certificated salary schedule.

15.7 Psychologists and Middle School Counselors

15.7.1 Additional authorized work days for Middle School counselors shall be at a per diem rate.

15.7.2 Additional authorized work to be performed by psychologists shall first be offered to psychologists currently employed within the District.

15.8 Student Teachers

The District shall work cooperatively with Unit members on the assignment of student teachers from local teacher training institutions. No student teacher shall be assigned to work with a Unit member without the Unit member's approval. Any college stipend shall be automatically granted to the supervising teachers.

15.9 Medicare Coverage

The parties agree to an effective date of June 1, 1995 for implementation of Medicare only coverage for Unit members hired prior to April 1, 1986, pursuant to a PERS division.

15.10 Induction Support Providers

The rate of pay for Support Providers within the Induction Program shall be \$1,200.00 per new teacher. In addition, the contractual overtime rate will be paid for meetings and trainings scheduled with the program administrator.

15.11 Evergreen Teacher Program Support Providers

The rate of pay for Support Providers within the Evergreen Teacher Program shall be \$1,000.00 per teacher. In addition, the contractual overtime rate will be paid for meetings and trainings scheduled with the program administrator.

15.12 Nurses

Nurses will have twenty (20) hours to use at their discretion to be paid at the contractual hourly overtime rate.

ARTICLE XVI
Statutory Changes

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

ARTICLE XVII

Discipline

- 17.1 A permanent employee shall not be dismissed, disciplined, or suspended without due process and utilization of the principles of progressive discipline.
 - 17.1.1 The steps of progressive discipline may include: verbal warning(s), letter(s), letter(s) of reprimand, suspension for up to fifteen (15) days (which necessarily means without pay), and termination.
 - 17.1.2 Exclusion From Article: The following are excluded from coverage under this Article:
 - 17.1.2.1 Disciplinary proceedings under the Education Code.
 - 17.1.2.2 Administrative leaves with pay
 - 17.1.3 Should a document that is disciplinary in nature be placed in a member's personnel file, such placement will be indicated on the document.
 - 17.1.4 Information of a derogatory nature shall not be placed into an employee's personnel file unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter, and have attached to any derogatory statement, his or her own comments.
- 17.2 A permanent employee shall not be suspended without just cause.
- 17.3 A unit member shall have the right to union representation at any meeting with an administrator that concerns, or has the potential of resulting in any of the actions specified in section 17.1 above, including investigatory meetings. If the administrator reasonably believes that a meeting will concern or lead to such action(s), he/she should advise the unit member of the right to representation. Failure to do so, however, shall have no impact on the processing or implementation of disciplinary action, if any.

ARTICLE XVIII
Court Instituted Actions

- 18.1 If any provision of this agreement or any application thereof to any teachers is held by the highest court of the State or by Federal court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- 18.2 Should a provision or application be deemed invalid, as described in paragraph 1 above, the Board shall re-institute any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

ARTICLE XIX
Management Rights

- 19.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law, except as limited by this agreement.

ARTICLE XX

Conclusiveness of Agreement

- 20.1 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, even though each subject or matters may not have been within the knowledge or contemplation of either or both the District and the Association 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. The only exceptions to this clause shall be a rule by PERB which could mandate statewide the inclusion of substitute teachers in the certificated bargaining unit or Article XVI: STATUTORY CHANGES, and Article XVIII: COURT INSTITUTED ACTIONS, of the negotiated contract. In either case, both parties agree to re-open the meet and negotiate process.

ARTICLE XXI

Mentor Teacher Agreement

- 21.1 The District and the Association mutually agree to suspend Article XXI for the duration of this agreement or until such time as funds become available from the State to reinstate the Mentor Teacher Program.

ARTICLE XXII
Intensive Support Program

22.1 Program Review and Program Details

- 22.1.1 The ISP program will be reviewed in collaboration with teachers and specialists. A team which includes District, ISP teachers, specialists and a psychologist will meet annually for progress monitoring, and to identify and analyze alternative solutions to problems for the purpose of influencing decision-making.
- 22.1.2 The district will provide classroom support for the program including, but not limited to, two (2) six-hour paraprofessionals, not including one-on-one aides identified in student IEPs and or ABA therapists. The two paraprofessionals will receive behavioral training and other professional development to be able to fully support the needs of the students.
- 22.1.2.1 The District will also provide extra support from psychologists. There will be a psychologist on campus four days a week to support this program.
- 22.1.2.2 Additional speech therapists will be utilized on campus as needed. Due to the additional support needed for students in the Intensive Support Program students in ISP shall be calculated as 1.5 when determining caseload. (Refer to Article 9.16.1 of this Collective Bargaining Agreement.)
- 22.1.3 To support collaboration and planning for ISP teachers, four full-day release days per full-day ISP teacher shall be allocated, to be used at the discretion of the teacher/site principal. Part-time teachers will be prorated accordingly.
- 22.1.4 Prep Time: Unassigned preparation time shall be provided for Upper Grade (4th-6th) SDC Intensive Support teachers, or any combination class that includes 4th, 5th, or 6th grade, one 50-minute prep period every week, excluding the first and last week of school.
- 22.1.5 A budgetary supplement in the amount of \$350 per ISP teacher will be provided in addition to what the school provides for each teacher.
- 22.1.6 The District shall provide each new ISP room with the basic classroom materials, as comparable to the District document titled "ISP Classroom

Furniture/Materials.” The document will be agreed upon by both a District representative and an ETA representative.

22.2 Preschool Intensive Support Program (ISP) Class Size

Preschool ISP classes shall have no more than 8 students per teacher. If a 9th student enrolls, an additional trained staff member will be placed in the classroom. Additionally, a meeting shall occur with the affected teacher, the Director of Special Education or designee, the Director of Human Resources or designee, and a representative of ETA within 5 working days. Solutions will be explored and agreed upon to resolve the class size and caseload concerns.

22.2.1 If the 9th student is enrolled, a stipend shall be paid to the teacher at the rate of \$10.00 per day per student for any student in excess of 8, commencing ten (10) days after the enrollment. The stipend will be retroactive to the first day of enrollment.

22.2.2 The District shall make every effort to load ISP preschool classes to the smallest number practicable with a hard cap of 12 students.

22.3 TK-8 Intensive Support Program (ISP) Class Size

TK-8th grade ISP classes shall have no more than 10 students per teacher. If an 11th student enrolls, an additional trained staff member will be placed in the classroom. Additionally, a meeting shall occur with the affected teacher, the Director of Special Education or designee, the Director of Human Resources or designee, and a representative of ETA within 5 working days. Solutions will be explored and agreed upon to resolve the class size and caseload concerns.

22.3.1 If the 11th student is enrolled, a stipend shall be paid to the teacher at the rate of \$10.00 per day per student for any student in excess of 10, commencing ten (10) days after the enrollment. The stipend will be retroactive to the first day of enrollment.

ARTICLE XXIII

Shared Decision-Making

23.1 Purpose

The parties agree that Shared Decision-Making shall provide a great potential for more effective and efficient school management, increase communication between all staff, and more importantly, enhancement of educational opportunities and delivery of educational services to the District's students.

23.2 Definition

"Shared Decision-Making" is defined as collaboration between bargaining unit members and managerial employees in discussions regarding site and district wide decisions.

23.3 Site Level Shared Decision-Making

The parties agree that Shared Decision-Making shall play a role at the site level.

23.3.1 Participation on interview panels when hiring site principals:

23.3.1.1 At least two bargaining unit members on each interview panel as determined by the unit members at the site. Sites with SDC or ISP classes shall have an additional SDC, ISP, or Specialist bargaining unit member on the interview panel.

23.3.1.2 In the event of a principal resignation during the last six (6) weeks of school or during the summer and an interview panel is convened, the district shall contact the certificated staff at the affected site, and the ETA President, informing them of the vacancy through email and regular postal service. The staff shall have the opportunity to serve on the interview panel, if available.

23.4 District Level Shared Decision-Making

The parties agree that Shared Decision-Making shall play a role at the district level. This Shared Decision-Making shall include, but not be limited to, the following:

- a. Planning and executing pilot programs for curriculum adoptions in partnership with the Division of Educational Services
- b. Evaluating and selecting curriculum for District adoptions in partnership with the Division of Educational Services
- c. Bargaining Unit Members shall participate on interview panels when hiring Coordinators and Directors:

- i. At least two bargaining unit members on each interview panel, appointed by ETA leadership. If the district expresses legitimate concerns about a member who is appointed, ETA Leadership shall appoint an alternate member.

23.5 Community Schools

23.5.1 The Parties acknowledge that California law defines a community school as a public school "with strong and intentional community partnerships ensuring pupil learning and whole child and family development" and that features the California Department of Education's four pillars of community schools:

- a. Integrated student supports, including the coordination of trauma-informed health, mental health, and social services that ensure coordination and support with county and local educational agency resources and nongovernmental organizations, and early screening and intervention for learning and other needs.
- b. Family, pupil, school site staff, and community engagement, which may include home visits, home-school collaboration, culturally responsive community partnerships to strengthen family well-being and stability, and school climate surveys.
- c. Collaborative leadership and practices for educators and administrators, including professional development to transform school culture and climate, that centers on pupil learning and supports mental and behavioral health, trauma-informed care, social-emotional learning, restorative justice, and other key areas relating to pupil learning and whole child and family development.
- d. Extended learning time and opportunities, including before and after school care and summer programs.

23.5.2 Community Schools Coordinator

23.5.2.1 The District shall comply with all staffing requirements included in the CCSPP (California Community School Partnership Program).

23.5.2.1.1 When the district is responsible for hiring positions based on the program, at least two bargaining unit members shall participate on interview panels for those positions.

23.5.2.1.2 Bargaining unit members shall be selected by the members at the site.

23.5.3 Community Schools Committee

23.5.3.1 All stakeholders shall be represented on the Community Schools Committee.

23.5.3.2 The composition of the Community School Committee shall follow the guidelines as set forth in the California Community School Partnership Program.

23.5.3.3 Committee members shall be included in meetings and decisions regarding Community Schools.

23.5.3.4 The creation and implementation of a Community School Model in EESD shall be aligned to the stated purposes above and to the CCSPP (California Community School Partnership Program).

APPENDIX A

Section A: Career Increments

1. The definition of one year of service will be based on 75% of the teaching year, or $75\% \times 185 \text{ days} = 138 \text{ days}$ as minimum days required for one year credit.
2. No outside experience will be used for career increment purposes.
3. Career increments will be granted to bargaining unit members as per the following schedule:

1. Completion of 12 years service	\$ 900.00
2. Completion of 16 years service	\$ 900.00
3. Completion of 20 years service	\$1,200.00
4. Completion of 24 years service	\$3,000.00

Section B: Special Assignment Salary

1. Summer school and contractual overtime rate of pay shall be \$54.50 beginning 2024-2025. This amount shall be increased each year by the negotiated percentage change to the certificated salary schedule, prospectively following the date of ratification.
2. Home teaching rate of pay shall be \$54.50 beginning 2024-2025. This amount shall be increased each year by the negotiated percentage change to the certificated salary schedule.
3. Special assignment bonuses shall no longer be granted for special assignments unless negotiated for by the Association.
4. When a Unit member has served for the number of consecutive days which is equal to 75% of the school year, they shall qualify for vertical advancement on the salary schedule at the beginning of the following school year.
5. A Unit member may initiate a partial contract for the subsequent year by submitting a written request to their supervisor or to the Human Resources Department by February 15.
6. When implementing Hourly Programs, hourly compensation and prep time shall be uniform throughout the District. Additional hours may be provided to teachers by site or grant funds.

Section C: Annual Stipends

Master's Degree	\$1,200	Special Education (SDC, ISP, RSP, and APE teachers)	\$2,500
Doctorate Degree	\$1,500	BCLAD or Bilingual Authorization	\$2,000
National Board Certification for Professional Teaching Standards	\$500	Certificate of Competence for Speech and Language Therapist	\$500
Lead Speech Language Therapist	\$1,000	Induction Support Provider	\$1,200
Lead Psychologist	\$1,000	Evergreen Support Provider	\$1,000
Middle School Major Sport Coach (7 weeks) <i>2024-2025</i>	\$1,540.88*	Sixth grade basketball coach	\$352
Middle School Minor Sport Coach (4 weeks) <i>2024-2025</i>	\$980.56*	Athletic Director <i>2024-2025</i>	\$2,183.60*
Cheerleader Supervisor <i>2024-2025</i>	\$2,139.31*		

* increased annually by an amount equal to the negotiated percentage change to the certificated salary schedule

Section D: Rules and Regulations

Unit Evaluation for Professional Growth

Credit for “semester units” or equivalent university or college “quarter units” must be evaluated in accordance with AR 4131 as follows:

Procedures for Course Credit

All courses that will result in salary advancement (horizontal) must be submitted on a “Unit Petition Form.”

Qualifying course work posted on an official transcript as semester unit, quarter unit, Continuing Education Unit (CEU) or Professional Development Unit (PDU) and received in the Human Resource Office by October 1 of the current school year is creditable for column placement or advancement in the current school year. Petition Form accompanied with official transcripts received by October 1 may apply toward current year’s placement and salary will be adjusted to the beginning of the school term. Official transcripts received after October 1 will be recognized for column placement the following year. If an official transcript is not yet available by October 1, an official “Notice of Completion of Coursework” from the college or university will be accepted with an Official transcript to follow by November 1.

Courses with graduate or upper division numbers and education department titles will be acceptable from an accredited college or university. Accredited institution of higher education means an institution, including Online Institutions, of higher education in the United States, fully accredited by a United States regional accrediting association, which awards accreditation to institutions of higher education for training in specified professions. Accreditation verified with an official transcript.

No credit will be given for a course until an official transcript has been submitted to the District Human Resources Office. No unit member may move from one column to another on the salary schedule unless course work units are earned at a C/Pass/Credit grade or better.

Unit Conversions:

Quarter Units = Semester Units

6	=	4
5	=	3 1/3
4	=	2 2/3
3 1/2	=	2 1/3
3	=	2
2	=	1 1/3
1 1/2	=	1
1	=	2/3

Conversion of Hours:

1 Semester Unit = 15 Hours

1 Quarter Unit = 10 hours (2/3 of S.U.)

1 Continuing Education Unit = 10 hours (2/3 of S.U.)*

1 Professional Development Unit = 10 hours (2/3 of S.U.)

**Course credit for purposes of salary advancement*

cannot be earned if the unit member receives

compensation for time spent earning CEUs.

Section E: Salary Placement

Initial column placement shall be determined by the Director of Human Resources in accordance with the above Administrative Regulations. Initial placement into a salary column shall be based on upper division and graduate units, with one semester unit equivalent to one and one-half quarter units. Units for placement must have been earned subsequent to receiving the BA degree.

- A maximum of ten (10) years of out-of-district experience will be allowed for teachers new to the District.
- Newly hired Special Education teachers, Special Day Class Teachers, RSP Teachers, Speech and Language Therapists, and School Psychologists, will be allowed a maximum of twelve (12) years out-of-district experience for placement on the salary schedules (Memorandum of Understanding, 3/19/2018).
- Nurses new to the District shall be placed in classification based upon prior clinical nursing experience and upon contact hours accumulated to keep their license current. Each fifteen (15) contact hours shall be equal to one (1) semester unit of District credit. In the absence of documentation for completed contact hours, credit will be given in the amount of fifteen (15) hours per year of valid licensing verified by the Board of Registered Nursing. This is not in addition to documentation of completed contract hours provided for the same period of time (Memorandum of Understanding, 5/14/2019).

Section F: Certificated Salary Schedule

EVERGREEN SCHOOL DISTRICT 2024-25 ANNUAL CERTIFICATED SALARY (185 days)						
Class	I	II	III	IV	V	VI
YEARS OF EXPERIENCE		BA + Credentialed	BA + 15 Sem. Units & Cred.	BA + 30 Sem. Units & Cred.	MA + Cred. or BA + 45 Sem. Units	MA + 15 + Cred or BA + 60 Sem. Units
1	69,821	71,611	71,611	71,611	71,611	71,611
2		71,611	71,611	71,611	71,611	71,611
3		71,611	71,611	71,611	73,978	77,668
4		71,611	71,611	74,329	78,043	81,943
5		71,611	74,680	78,415	82,337	86,452
6		75,033	78,788	82,727	86,863	91,201
7		79,163	83,121	87,274	91,635	96,221
8		83,520	87,694	92,078	96,677	101,514
9			92,520	97,140	101,993	107,096
10				102,483	107,606	112,982
11				108,119	113,527	119,197
12					119,773	125,754
*TEACHERS WHO DO NOT HAVE A CLEAR OR PRELIMINARY CALIFORNIA CREDENTIAL RECEIVE:975						
Stipend for years of continued service						
12 years - \$900		84,420	93,420	109,019	120,673	126,654
16 years - \$900		85,320	94,320	109,919	121,573	127,554
20 years - \$1200		86,520	95,520	111,119	122,773	128,754
24 years - \$3,000		89,520	98,520	114,119	125,773	131,754
<u>DISTRICT PAID ANNUAL STIPENDS:</u>		<u>DISTRICT PAID ANNUAL BENEFITS:</u>				
Masters Degree	\$1,200	Blue Shield of CA		\$24,204.00	Workers Compensation	1.1630%
Doctorate	\$1,500	Kaiser		\$20,796.00	Mandated Medicare	1.4500%
National Board Certification	\$500	Delta Dental		\$1,713.60	Unemployment Insurance	0.0500%
Special Education (SDC, ISP, RSP, or APE)	\$2,500	MetLife		\$935.88	STRS	19.1000%
BCLAD/BASP or Bilingual Authorization	\$2,000	Trust (early retirement) <i>min 15 years of service</i>		\$1,200.00		
<u>CERTIFICATED CONTRACTUAL OVERTIME:</u>	\$54.50/hour	<u>EMPLOYEE OUT-OF-POCKET BENEFITS COST PER MONTH:</u>				
	Salary & benefits are prorated for part-time or partial year employment	\$345.52 (10 monthly deductions per year)				

Board Approved June 20, 2024

Section G: SLPs, Counselors, and Social Worker Salary Schedule (195 days)

EVERGREEN SCHOOL DISTRICT ANNUAL SALARY (195 days) 2024-25

SPEECH LANGUAGE PATHOLOGIST, COUNSELORS, AND SOCIAL WORKERS

STEP (Years of Experience)		ANNUAL SALARY
Intern Credential		\$81,887.00
1		\$81,887.00
2		\$86,396.00
3		\$91,152.00
4		\$96,160.00
5		\$101,451.00
6		\$107,030.00
7		\$112,917.00
8		\$119,124.00
9		\$125,675.00
10		\$132,587.00
Stipend for years of continued service		
1) 12 years of service \$900		\$133,487.00
2) 16 years of service \$900		\$134,387.00
3) 20 years of service \$1200		\$135,587.00
4) 24 years of service \$3000		\$138,587.00

EMPLOYEES WHO DO NOT HAVE A CLEAR CALIFORNIA CREDENTIAL RECEIVE .975

Stipends		DISTRICT PAID ANNUAL BENEFITS:	
SLP full credential	\$5,000 annually	Blue Shield of CA	\$24,204.00
Masters Degree	\$1,200 annually	Kaiser	\$20,796.00
Doctorate	\$1,500 annually	Delta Dental	\$1,713.60
SLP Certificate of Competence	\$500 annually	MetLife	\$935.88
Licensed Clinical Social Worker	\$5,000 annually	Trust (early retirement) <i>min 15 years of service</i>	\$1,200.00
		Workers Compensation	1.1630%
		Mandated Medicare	1.4500%
		Unemployment Insurance	0.0500%
		STRS	19.1000%
SALARY & BENEFITS ARE PRORATED FOR PART-TIME OR PARTIAL YEAR EMPLOYMENT		EMPLOYEE CONTRIBUTION OF BENEFITS	\$345.52 (10 monthly deductions per year)
		PER MONTH:	

Board Approved June 20, 2024

Section H: Psychologists & BCBA Salary Schedule (195 days)

EVERGREEN SCHOOL DISTRICT ANNUAL SALARY (195 days) 2024-2025

PSYCHOLOGIST & BCBA

STEP (Years of Experience)	ANNUAL SALARY
Intern Credential	\$89,590.00
1	\$91,887.00
2	\$96,396.00
3	\$101,152.00
4	\$106,160.00
5	\$111,451.00
6	\$117,030.00
7	\$122,917.00
8	\$129,124.00
9	\$135,675.00
10	\$142,587.00
Stipend for years of continued service	
1) 12 years of service \$900	\$143,487.00
2) 16 years of service \$900	\$144,387.00
3) 20 years of service \$1200	\$145,587.00
4) 24 years of service \$3000	\$148,587.00

EMPLOYEES WHO DO NOT HAVE A CLEAR CALIFORNIA CREDENTIAL RECEIVE .975

<u>Stipends</u>		<u>DISTRICT PAID ANNUAL BENEFITS:</u>	
Masters Degree	\$1,200 annually	Blue Shield of CA	\$24,204.00
Doctorate	\$1,500 annually	Kaiser	\$20,796.00
National Association of School Psychologists Certification	\$500 annually	Delta Dental	\$1,713.60
		MetLife	\$935.88
		Trust (early retirement) <i>min 15 years</i>	\$1,200.00
		Workers Compensation	1.1630%
		Mandated Medicare	1.4500%
		Unemployment Insurance	0.0500%
		STRS	19.1000%
SALARY & BENEFITS ARE PRORATED FOR PART-TIME OR PARTIAL YEAR EMPLOYMENT		<u>EMPLOYEE CONTRIBUTION OF BENEFITS PER MONTH:</u>	\$345.52 (10 monthly deductions per year)

Board Approved June 20, 2024

APPENDIX B

Example of “50/50” Health and Welfare Benefits Cost Sharing Plan

2 % share of cost increase in FY16-17

9/25/17

3 % Full savings applied to ETA %

4	FY 2012-2016 Contract				Status Quo
	2.93%	6.00%	7.00%	5.00%	
5 Example for tracking rate increases from prior year with no plan modifications					
6	FY 12-13	FY 13-14	FY 14-15	FY15-16	FY 16-17
7 Annual average cost per FTE	17,172	17,675	18,736	20,047	21,050
8					
9 Employer(ESD) share of average annual cost	50% ESD	17,424	17,954	18,610	
10					
11 Employee (ETA) share of average annual cost	50% ETA	252	782	1,438	

Example for Calculation Purposes

FY16-17 Status Quo Rate	\$ 21,050
FY16-17 Modified Rate (Example)	\$ 18,000
Savings to ETA	\$ 3,050

0.1449

50/50 shared costs as of 2015-16 continues
 Status Quo Ante beginning in 2016-17 would be a cost split
 New Calculation of Shared Costs beginning with the 2016-17 increase
 District's Share 50% plus costs savings of 14.49%
 Unit Members Share to include cost savings

District	64.49%
ETA	35.51%

APPENDIX C:

SIDE LETTERS

and

MOUs

MEMO OF UNDERSTANDING

ADDENDUM TO CONTRACT

Representatives from Evergreen School District and Evergreen Teachers Association met on April 16, 1997 to negotiate issues relating to Class Size Reduction. The following agreement was reached, subject to approval by the Governing Board of Trustees of Evergreen School District and ratification by the Evergreen Teachers Association.

Upon ratification of this agreement, The Evergreen Teachers Association agrees to rescind the Level III Grievance relating to Class Size Reduction provided the following provisions are met by the Evergreen School District.

The following shall be in effect only for the duration of Class Size Reduction, Option II, kindergarten (excluding #4 & #5):

1. Assurance of 2.5 hours per day classroom instructional assistant for each participating kindergarten teacher, effective as soon as possible.
2. The establishment of a NEW annual discretionary budget in the amount of \$17.00 per A.D.A. for each kindergarten teacher. Carryover of funds from one fiscal year to the next shall be allowed for this discretionary budget. Retroactive for the 1996-97 school year.
3. At the May 2, 1997 School Based Release Day Inservice, time will be allotted to address the concerns of kindergarten teachers relating to the instructional component of Class Size Reduction. Principals will attend the inservice if kindergarten teachers feel it is necessary at their particular site.
District agrees to reprint the March 1997 issue of "Centerpieces" article addressing questions regarding kindergarten class size changes and to use it as a guideline for classroom implementation.
4. Prior to future implementation/changes of Class Size Reduction, for any grade level, the administration agrees to negotiate with Evergreen Teachers Association.
5. In the event Option II, Class Size Reduction, for kindergarten is eliminated in the Evergreen School District, the District policy shall go back to 90 minutes per day overlap for kindergarten teachers. See attached policies: 611R.1 and 611R.2.

SIDELETTER BETWEEN
EVERGREEN SCHOOL DISTRICT AND
EVERGREEN TEACHERS ASSOCIATION
SIDELETTER ON KINDERGARTEN CLASS SIZE

April 13, 2010

During negotiations for a successor 2010-2012 Agreement, the District and the Association agreed to the following terms regarding kindergarten class size, notwithstanding the provisions of sections 9.1.3 and 9.1.4 of the Agreement.

1. Kindergarten class size may exceed class size provided in Section 9.2 by up to two (2) additional students in order to mainstream special education students.
2. If the kindergarten class size exceeds class size provided in Section 9.2 due to mainstreaming, an aide shall be present in the class whenever there is a student in excess of the class size provided in Section 9.2 in the class. This condition may be satisfied if a 1:1 aide is already in the class or if one accompanies a mainstreamed student.
3. In no event shall more than two (2) mainstreamed students attend a kindergarten class, regardless of whether their presence meets or exceeds the regular class size provided in Section 9.2.
4. This Sideletter is non-precedential and represents no statement or admission by either party as to their understanding of the meaning of sections 9.1.3 and 9.1.4 of the Agreement.
5. This Sideletter shall remain in effect for the duration of the Agreement 2010-2011 and 2011-2012 school years) and shall remain in effect thereafter pending the outcome of 2012-2013 successor negotiations.

For the Association:



President, ETA

Dated: 5/27/10

For the District:



Superintendent

Dated: 5/27/10

**MEMORANDUM OF UNDERSTANDING BETWEEN
EVERGREEN SCHOOL DISTRICT
&
EVERGREEN TEACHERS ASSOCIATION**

School Enrichment Activities

The district *School Enrichment Activities* (SEA) committee* was formed in response to a desire on the part of the teachers and the district to more clearly define the role teachers play in extra curricular activities. The committee expressed a desire to create a partnership between the district and sites to support collaborative decision-making processes at each site to promote positive school climates. Teacher-led activities that take place outside of the classroom are considered to be voluntary; therefore teachers have the right to volunteer or not volunteer without feeling pressure from principal or colleagues. The committee desires to recognize the importance of teacher participation in enrichment activities and to provide an equitable level of support to schools district-wide.

Therefore each school year:

- The district will allocate resources to school sites to support teacher contributions to enrichment activities.
- Principal-Teacher collaboration is essential in determining school enrichment activities and each site will form a *School Enrichment Activities Team* (SEAT).
- Sites have unique cultures and different traditions and therefore require a certain degree of autonomy in allocating their resources.
- These activities include, but are not limited to Science Fair, Yearbook, Speech, Student Council, Project Cornerstone, Talent Show, Tech Support, Peace Patrol, Clubs, and Special Events. Each site will be allocated the equivalent of 125 hours of teacher compensation at the contractual over time rate. Each SEAT (principal plus teacher leaders) will meet to identify those enrichment activities they desire to implement. The SEAT will also determine the number of hours each activity will consume.

Possible Examples... (Note...middle school and elementary school practices will vary)

Elementary School 1		Elementary School 2	
Activity	Hours	Activity	Hours
Project Cornerstone	35	Project Cornerstone	25
Science Fair	20	Science Fair	15
Student Council	30	Student Council	10
Yearbook	10	Yearbook	20
Talent Show	20	Multicultural Fair	20
Speech Contest	10	Drama Production	15
		Tech Support	20
Total	125		125

***Middle School**

Activity	Hours
Science Fair Coordinator	20
Honor's/Award Coordinator	10
Athletic Coordinator	10
Graduation Coordinator	10
PE Coordinator	10
Field/Olympic Day Coordinator	10
VAPA events (Day of the Dead, Lunar New Year, etc)	22
Dances	30
Total	125

**Note Practices vary by site. At some schools administrators handle the above events.*

For the Association:

For the District


Suzanne Lima, ETA Bargaining Chair


Carole Schmitt, Director of Human Resources

SIDE LETTER AGREEMENT BETWEEN
EVERGREEN SCHOOL DISTRICT AND
EVERGREEN TEACHERS ASSOCIATION

IMPLEMENTATION OF Rtl

October 25, 2007

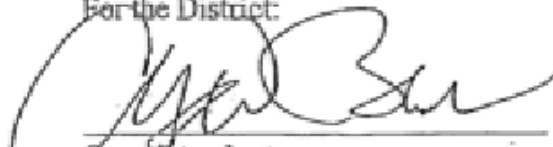
Upon written request of the Association, the District will meet and negotiate over the negotiable aspects of the implementation of Response to Intervention (Rtl).

For the Association:



President, ETA

For the District:



Superintendent

Dated: November 16, 2007

Dated: November 16, 2007

SIDELETTER AGREEMENT BETWEEN
EVERGREEN SCHOOL DISTRICT AND
EVERGREEN TEACHERS ASSOCIATION

SUBCOMMITTEE ON LESSON PLANS

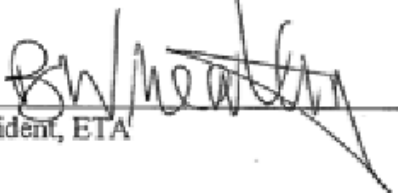
April 13, 2010

The district and the Association agree to form a subcommittee of two members each to develop such guidelines, subject to the approval of the District and the Association.

The Lesson Plan Subcommittee met on November 29, 2007 to establish lesson plan guidelines.

- 1) Guidelines will be distributed at the first site staff meeting of the school year.
- 2) The subcommittee will reconvene in the Fall of 2010 to review and revise these guidelines.

For the Association:



President, ETA

Dated: 5/27/10

For the District:



Superintendent

Dated: 5/27/10

SIDELETTER AGREEMENT BETWEEN
EVERGREEN SCHOOL DISTRICT AND
EVERGREEN TEACHERS ASSOCIATION

PARTICIPATIVE DECISION-MAKING

October 25, 2007

The purpose of this Sideletter Agreement is to memorialize the consensus of the District and the Association as expressed during negotiations over the successor Agreement commencing with the 2007-2008 school year. Accordingly, the parties agree as follows:

1. It is in the best interest of students for all school staffs to function within a participative decision-making model in which members of the bargaining unit are involved in the improvement of the instructional program.
2. To this end, the parties endorse the formation and effective functioning of Leadership Teams for the purpose of consulting with site administration in participative decision-making.
3. The parties agree that Leadership Teams should play a role at the site level in the following areas:
 - a. Revision, development or improvement of site practices.
 - b. Facilitation of effective communication and collaboration at the site, both among unit members and between unit members and site administration.
 - c. Meaningful input regarding the content and focus of professional development activities.
4. The parties acknowledge and agree that in order to adapt to the unique characteristics and practices of each school site, the actual implementation of participative decision-making models will vary by site.
5. The Leadership Team shall act in a consultative capacity to site administration. In this context, the parties agree that, while site administration retains ultimate decision-making authority and accountability for decisions affecting the site, “consultation” shall be defined as follows:

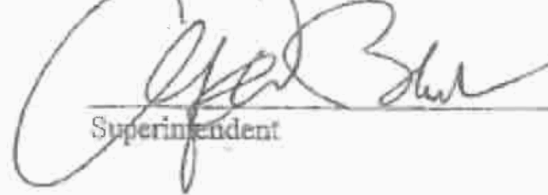
“Consultation” as used in this Sideletter means participation in identifying and analyzing alternative solutions to problems for the purpose of influencing decision-making.

For the Association:


President, ETA

Dated: November 16, 2007

For the District


Superintendent

Dated: November 16, 2007

SIDELETTER AGREEMENT BETWEEN
EVERGREEN SCHOOL DISTRICT AND
EVERGREEN TEACHERS ASSOCIATION

HEALTH BENEFITS COMMITTEE (HBC)

April 26, 2012

A. Association and District: Purposes 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 and make efforts to minimize any increased cost.
5. The HBC will investigate ways to educate and inform employees and their beneficiaries to maximize usage of the plan’s wellness components.


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 and EAA. It is the intent of the parties that CSEA also be afforded the opportunity to be an equal member of the Committee.
4. Each union/group shall have two (2) members, one (1) of whom is a Kaiser subscriber and one (1) of whom is a Blue Shield subscriber.
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.

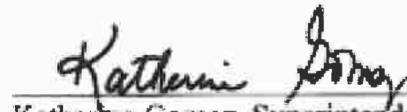
7. The Committee will share leadership for its meetings.
8. The Committee shall meet monthly, or as needed, during the school year.
9. Committee members shall receive a stipend of \$1,000, divided equally into two installments, to be paid on the January and June payroll warrants. ETA and the District will pay the stipend for their respective members represented on the committee. CSEA and the ETA Trust shall also be afforded the opportunity to pay for the same stipend.

For the Association:


Brian Wheatley, President, ETA

Dated: 11/14/13

For the District:

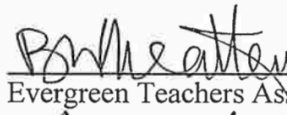

Katherine Gomez, Superintendent

Dated: 11/14/13

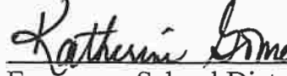
SIDE AGREEMENT BETWEEN
EVERGREEN SCHOOL DISTRICT
AND
EVERGREEN TEACHERS ASSOCIATION

The Evergreen School District and Evergreen Teachers Association agree to this Side Agreement relating to the use of extended sick leave pursuant to Education Code section 44977 for paternity and maternity purposes.

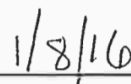
1. Effective January 6, 2016, during each school year, if an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his/her duties on account of maternity or paternity leave taken pursuant to the CFRA/FMLA for a period of up to 12 school weeks, whether or not the absence arises out of or in the course of the employment of the employee, the employee shall receive the difference between his/her salary and that of a substitute, whether or not a substitute has been employed.
2. The 12-week period referenced in Paragraph 1 above shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave taken pursuant to the CFRA/FMLA.
3. An employee shall not be provided more than one 12-week period per maternity or paternity leave. However, if a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.
4. For purposes of this Agreement, "maternity or paternity leave" is defined as leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.



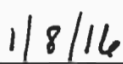
Evergreen Teachers Association



Evergreen School District



Date



Date

**MEMORANDUM OF UNDERSTANDING BETWEEN
EVERGREEN SCHOOL DISTRICT
AND
EVERGREEN TEACHERS ASSOCIATION**

Representatives from Evergreen School District and Evergreen Teachers Association met on May 21, 2019 to negotiate the effects relating to the voluntary participation in the Independent Study Board Policy (BP 6158).


Elementary teachers who participate in Independent Study programs shall receive the following:

1. One hour of overtime for the initial Independent Study meeting.
2. One hour of overtime for planning and progress monitoring per five (5) days of Independent Study length. For programs lasting 6 or 7 days, compensation would round to 5. For programs lasting 8 or 9 days, compensation would round to 10; and so forth rounding to the nearest five.
3. One hour of overtime at the conclusion of the Independent Study for assessing and log completion.

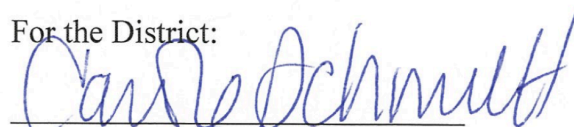
Middle school teachers who participate in Independent Study programs shall receive the following:

1. a \$25 stipend per five (5) days of Independent Study. For programs lasting 6 or 7 days, compensation would round to 5. For programs lasting 8 or 9 days, compensation would round to 10; and so forth rounding to the nearest five.

For the Association:


Suzanne Lima - Bargaining Chair

For the District:


Carole Schmitt – Director of
Human Resources

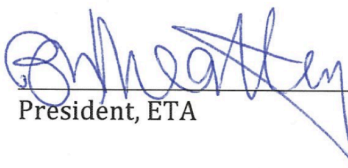
MEMORANDUM OF UNDERSTANDING
Between Evergreen School District (ESD)
And Evergreen Teachers Association (ETA)

The purpose of the Memorandum of Understanding (MOU) is to set forth the mutually agreed upon terms, conditions and compensation for Middle School Teachers who volunteer to cover a class during a preparation period and/or volunteer to supervise another class in addition to their own class.

The District and ETA agree to the following terms:

1. The Principal and teachers at each school site shall collaboratively develop an emergency substitute protocol. This group shall consist of site Administrators and an equal amount of Teachers selected by the ETA site representative.
2. The District may ask teachers, on a voluntary basis, to substitute for other teachers when the following condition has been met:
 - a. There was no substitute provided by the District.
3. Teachers who cover a class during their preparation period shall be paid the contractual hourly rate.
4. Teachers who are in a co-teaching classroom may voluntarily cover both classes for the day, when no substitute is available, and get paid the amount that a substitute would have been paid for the day.
5. Any Teacher may voluntarily cover another class in addition to their regular class at the contractual hourly rate.


For the Association:



President, ETA

Dated: 10/12/19

For the District:



Assistant Superintendent
Human Resources

Dated: 10-17-19

MEMORANDUM OF UNDERSTANDING BETWEEN
EVERGREEN ELEMENTARY SCHOOL DISTRICT
AND
EVERGREEN TEACHERS ASSOCIATION

2024-2025

**Subject: Compensation and Working Conditions (including Caseloads)
for Board Certified Behavior Analysts (BCBAs)**

Purpose:

This Memorandum of Understanding (MOU) establishes guidelines and protections for the working conditions and caseloads of Board Certified Behavior Analysts (BCBAs), as well as appropriate compensation, within the Evergreen Elementary School District. The intention is to ensure that BCBAs have a manageable workload that allows for effective service delivery and appropriate supervision of Registered Behavior Technicians (RBTs) and Behavior Technicians (BTs).

1. Caseload Management and Distribution:

The Evergreen Elementary School District agrees to maintain a balanced and manageable caseload for BCBAs. The BCBAs shall collaborate monthly with the Special Education Director to ensure equitable distribution of caseloads among BCBAs. BCBAs shall assist the Special Education Director in regularly evaluating, balancing, and adjusting caseloads accordingly. For the 2024-2025 school year, the caseload for each BCBA shall not exceed a maximum of four (4) schools per BCBA, depending on the geographic distribution and specific needs of each site.

The Evergreen Elementary School District, ETA Leadership, and BCBAs shall work collaboratively to determine the focus areas of the responsibilities as described on the Board Approved Job Description. Both parties agree that BCBAs shall only be evaluated on the agreed upon focus areas.

2. Participation on Interview Panels:

BCBAs, or a BCBA designee, shall participate in the interview panel for hiring Registered Behavioral Technicians (RBTs), Behavioral Technicians (BTs) and other BCBAs to ensure that candidates meet the district's standards and expectations.

3. Supervision of Registered Behavior Technicians (RBTs):

To ensure proper supervision and compliance with Behavior Analyst Certification Board (BCBA) guidelines, BCBAs shall be allotted time specifically for the supervision of RBTs. This supervisory time will constitute at least 5% of RBT's or BT's service minutes with students. This shall be explicitly scheduled to prevent conflicts with other duties and to ensure dedicated time for supervision.

4. Professional Development and Support:

The Evergreen Elementary School District acknowledges the importance of ongoing professional development for BCBAs. As such, the district shall provide opportunities for BCBAs to attend relevant workshops, conferences, and training sessions. Additionally, BCBAs shall have a budget of \$100 per school, and have access to resources and support necessary for effective practice, including assessment tools and/or intervention materials.

5. Salary:

BCBAs shall be placed on the Psychologist salary schedule. Newly hired BCBAs shall be allowed a maximum of twelve (12) years out-of-district experience for placement on the salary schedules. BCBAs shall receive the contractual overtime rate for meetings and/or training sessions outside of the work day.

6. Review and Adjustment:

This MOU shall be reviewed annually to ensure that it meets student and staff needs. Adjustments shall be made based on feedback from BCBAs and the Special Education Director to continuously improve working conditions and service delivery.

Furthermore, the goal of both parties is to fully support students and staff with the behavior needs of students. This includes working toward full BCBA staffing in order for the complete job description to be implemented.

Effective Date and Signatures:

This MOU shall be effective from July 23, 2024 and will remain in effect until June 30, 2025 unless amended by mutual agreement.

For the Association:


Suzanne Lima, ETA President


Tami Compton, ETA Vice President


Susana Machado, Negotiator

Date: July 23, 2024

For the District:


Sam Bass, Asst Superintendent of Human Resources


Victoria Knutson, Asst Superintendent of Business Services


Dr. Eddy McLachlan, Director of Special Education

Date: July 23, 2024

MEMORANDUM OF UNDERSTANDING BETWEEN
EVERGREEN ELEMENTARY SCHOOL DISTRICT
AND
EVERGREEN TEACHERS ASSOCIATION

Catastrophic Leave Bank (CLB) Article 8.12.5.2 Update

Representatives from Evergreen School District and Evergreen Teachers Association met on June 6, 2023 to address the issue of additional days being donated to the Catastrophic Leave Bank (CLB) when the CLB falls below 100 days. The purpose of this MOU is to memorialize the agreement of the District and the Association to change the CLB language to additional days being donated when the CLB falls below 150.

The update language for Article 8.12.5.2 is: No additional days must be donated unless the total number of days in the CLB falls below 150. At such time, all participants shall be asked to contribute an additional sick day the following year. Unit members who decline to continue to participate in the Bank shall notify Human Resources no later than the last workday of September. The intent of this MOU is to replace this article in the former language with this updated article during the next negotiation cycle. All other Articles in the Catastrophic Leave Bank remain in effect.

For the Association:

Suzanne Lurie

Date:

6-6-23

For the District:

Art Haul

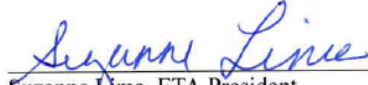
Date:


6/6/2023

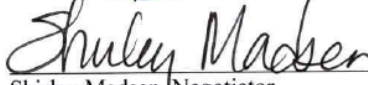
EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the Evergreen Teachers Association/CTA/NEA and the Evergreen School District have executed this Agreement on the 20th day of June 2024.

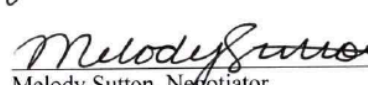
For the Association:

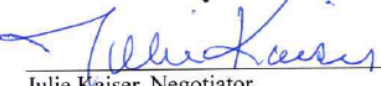

Suzanne Lima, ETA President


Tami Compton, ETA Vice President



Shirley Madsen, Negotiator


Susana Machado, Negotiator


Melody Sutton, Negotiator



Julie Kaiser, Negotiator


For the District:



Dr. Antoine Hawkins, Superintendent


Sam Bass, Asst Superintendent of Human Resources


Victoria Knutson, Chief Business Officer


Gina Fierro, Director of Human Resources


Tonya Trim, Director of Educational Services


Dr. Marena Doxie, Director of CWA

Date: June 20, 2024

Date: June 20, 2024