

**Collective Bargaining Agreement**

**Between**

**Evergreen Teachers Association**

**And**

**The Governing Board of the**

**Evergreen School District**

**July 1, 2012 – June 30, 2013**

**and**

**July 1, 2013 – June 30, 2016**

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## ARTICLE I

### Agreement Between ETA and District

The parties acknowledge the 2010-2012 negotiated Agreement remained in full force and effect throughout the 2012-2013 school year and therefore agree to such Agreement as a one year contract for 2012-2013.

- 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, 2013 until June 30, 2016. Reopener negotiations shall occur as follows:
  - 1.3.1 For the 2014-2015 and 2015-2016 school years on section 15.1: Increases to the Salary schedules (and related rates and stipends as currently provided by the contract and past practice) only; and
  - 1.3.2 In addition, either party may reopen negotiations over any proposed new/redesigned health plans, or plan changes that are necessary to avoid penalties or adverse impacts on the District or unit members due to implementation of the federal Affordable Health Care Act. This shall not include reopening over the method of District and employee contributions set forth in Article XV.

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 the employees in the representative unit comprised of the following positions: classroom teachers, librarians, school psychologists, speech therapists, reading specialists, (Miller Unruh and District), music teachers, resource teachers, perceptual motor development specialists, counselors, media specialists, nurses, project specialists, language development specialists, program specialists, resource specialists, and excluding all other positions not designated, included but not limited to: Superintendent, Deputy Superintendent, Assistant Superintendents, Directors, Coordinators, Principals, Assistant Principals, Substitute Teachers, Classified Management (Supervisors, Assistant Supervisors, and Managers) and Confidential employees. 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 for the Mount Hamilton UniServ Office 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 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 March 1, 2012, the parties shall meet and negotiate in good faith on negotiable items. Unless mutually agreed to by the parties otherwise, the first item to be discussed for the 2012-2013 contract will be Health and Welfare Benefits, beginning with consideration of the findings and options from the Health Benefits Committee (HBC).
  - 5.1.1 March 1 – Negotiations Begin
  - 5.1.2 Prior to End of School Year – Strive to complete negotiations over Health and Welfare changes (if any)
  - 5.1.3 July 1 – New plan year – implement negotiated changes
- 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 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

- 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. Time lines 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:
- 6.8.16.1 A brief account of the problem.
  - 6.8.16.2 Supportive evidence, if any.
  - 6.8.16.3 Request for action by a specific channel and level.
  - 6.8.16.4 The signature of the grievant/complainant.

6.8.16.5 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 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 Present practices for hours of employment for unit members shall remain at current status for the duration of the contract.
- 7.2 The District shall provide all elementary schools and sixth grades housed at the junior high schools one minimum day per week. First, Third, and Fifth Thursdays shall be for teacher planning. Second and Fourth Thursdays are for District and School In-services.
- 7.2.1 The first Thursday of the students' school year shall not be a minimum day unless revised by the District Calendar Committee.
- 7.2.2 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.
- 7.2.3 The District will provide one school day for conferencing.
- 7.2.3.1 Each Option 2 kindergarten teacher shall have one additional release day to conference.
- 7.2.4 Sixth grade teachers housed at the junior high schools shall have an instructional week (student contact time) of 1,550 minutes per week.

7.3 The school calendar for all members of the bargaining unit, exclusive of psychologists, shall be 184 days. The work year for psychologists shall be 194 days.

7.3.1 Calendar for:

Beginning: 2005-2006 184 days, which includes 180 student contact days, one (1) parent conference day, one day for teacher preparation, and two (2) teacher training days.

7.4 Any Kindergarten teacher who is teaching without a partner will be provided an additional two (2) hour instructional assistant. If the instructional assistant is absent, a substitute will be provided when available.

7.5 Any teacher who is involved in Science Camp/Outdoor Education shall be provided one of the following:

- a. one release day on a day mutually agreed upon by the teacher and the principal
- b. a stipend at the current substitute teacher daily rate of pay
- c. a stipend of \$50 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 teacher(s) and principal involved. Representatives may assist parties to come to a resolution.

- 7.6 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:
1. First week of school
  2. Week of Thanksgiving
  3. Two (2) weeks of STAR testing
  4. 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 Full-time seventh and eighth grade teachers shall have one (1) period of preparation time per day.
- 7.8 If a Kindergarten teacher provides substitute coverage in another class, they will receive the half-day substitute pay.
- 7.9 When a teacher is assigned additional students due to a lack of substitutes, that teacher will receive \$5.00 per student once they are assigned to the class and remain for the rest of the day. This option may be exercised only after every effort has been made to secure substitutes. Additional students shall be assigned in a fair and equitable manner.



## 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 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. Upon signing an absence report (D-4 form) the employee will be

given a copy. At the beginning of each contractual year, the employee shall be credited with the amount of sick leave accruable for the ensuing contract year. 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 payroll 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 written evidence from a regularly licensed physician that the employee is certified to return.

### 8.3 Maternity Leave

8.3.1 In order to qualify for maternity leave, an expectant certificated employee shall file a statement from her physician indicating the estimated date of delivery, and that the female employee is in good health, and that in his/her judgment, she can continue to carry on her assigned duties and responsibilities without danger to herself or her child.

8.3.2 The certificated employee may continue to work as long as her health will permit as certified by her doctor or may request unpaid leave immediately upon becoming pregnant.

8.3.3 The certificated employee shall return to duty after convalescence from childbirth. The convalescence period shall be determined by the certificated employee's physician. She shall resume her duties on a regular basis at the same position held prior to the childbirth.

8.3.3.1 The District shall provide two (2) days of overlap time with a substitute at either the beginning or end of maternity leave. This leave may be taken in one of the following configurations at the teacher's request, the scheduling of which shall be in consultation with the District.

1. Two (2) days (consecutive or nonconsecutive) prior to the leave
2. One (1) day prior and one (1) day upon return from the leave
3. Two (2) days (consecutive or nonconsecutive) immediately upon return from the leave.

- 8.3.4 A certificated employee returning from maternity leave shall resume her duties on a regular basis at the same position held prior to childbirth or at a position of like pay.
- 8.3.5 If the certificated employee wishes to extend the leave beyond the convalescence period, she 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.
- 8.3.6 Beyond the first year in which maternity 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.
- 8.3.7 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 the following school year. Equal rights will be given to both adoptive and natural parents.
- 8.3.8 The certificated employee may use sick leave benefits during the time she is unable to work due to physical disability, prior to the delivery and including convalescence as determined by her physician. (Ed. Code 44977).
- 8.3.9 No compensation (including fringe benefits) will be paid to certificated employees on maternity leave other than prior to delivery and during convalescence as described in 8.3.8 above.

8.3.10 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 his/her 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 Industrial Accident or Illness Leave

8.4.1 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.

8.4.2 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.

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

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

8.4.5 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.

- 8.4.6 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 8.4.7 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.
- 8.4.8 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.

8.5 Personal Necessity

- 8.5.1 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:
- 8.5.1.1 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.
- 8.5.1.2 Death or serious illness of a member of his/her immediate family and someone not covered under bereavement (see 8.7).
- 8.5.1.3 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.

- 8.5.1.4 Marriage in the immediate family including the employee's (see 8.7) and others not covered under 8.7.
- 8.5.1.5 Legal commitments and transactions.
- 8.5.1.6 Recognized religious holidays.
- 8.5.1.7 Paternal/Maternal/Adoptive parent leave.
- 8.5.1.8 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.

8.5.2 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.

8.5.3 Personal necessity leave days are not cumulative from year to year.

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

## 8.6 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.

## 8.7 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. 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.

## 8.8 Personal Leaves

8.8.1 Personal leaves may be granted 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 work 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-year duration. Certificated employees on unpaid personal leave may continue participation in District group insurance plans by paying their own premiums.



## 8.9 Association Leaves

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

### 8.9.1 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.

### 8.9.2 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.

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

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

8.10 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.

8.11 Definition of Terms:

8.11.1 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 Kindergarten

If the CSR Program is eliminated, the grade level of Kindergarten shall have an absolute maximum of thirty (30) students enrolled.

9.1.1 A Kindergarten classroom which exceeds an enrollment of thirty (30) students at the opening of school shall be adjusted to or below the maximum within ten (10) school days.

9.1.2 Beginning with the eleventh (11<sup>th</sup>) school day, a Kindergarten teacher whose class size is at maximum may opt to accept the thirty-first (31<sup>st</sup>) student. When the teacher exercises this option, the District shall provide, within ten (10) work days, a two (2) hour instructional assistant for the remainder of the school year, even if, subsequently, the class size falls below the maximum. In no event shall the class size of the teacher who exercises this option exceed thirty-two (32) students. Once a kindergarten student is enrolled in a class that is not over enrolled for a period of ten (10) days, he/she shall not be moved to another school. In cases of over enrollment, the newest enrollee shall be transferred first whenever possible.

9.1.2.1 If the teacher declines to accept the thirty-first (31<sup>st</sup>) student, the student shall be moved out of the class within five (5) working days.

9.1.3 Class size is to include all special education students even if present for a portion of the day.

- 9.1.4 No more than two (2) language delayed students will be mainstreamed into a regular class.
- 9.1.5 When Option 1 is implemented at a site, all Kindergartens will be Option 1 and the 2.5-hour per day classroom instructional assistant and the annual discretionary budget of \$17.00 per ADA as provided in the Memorandum of Understanding will cease. Under Option 1, there will be a ninety (90) minute teacher-directed instruction overlap time. Should Option 2 be reinstated, each Kindergarten teacher will be provided one (1) 2.5-hour per day classroom instructional assistant and a discretionary budget of \$17.00 per ADA.

## 9.2 State Class Size Reduction (CSR) Program

The District will participate in the State Class Size Reduction Program and will staff Grades K-3 at one (1) teacher per 20 pupils or at such staffing levels as may be permitted by State law and regulations governing the CSR Program. The K-3 staffing ratio is contingent upon the continued funding of the State Class Size Reduction Program. If that funding ceases or is reduced, the Board of Trustees may reinstate an average staffing ratio of up to one (1) teacher per 30 pupils for grades 1-3. If the Board determines it wishes to discontinue/modify participation in the CSR Program in whole or in part for reasons other than those set forth above, ETA will, upon District request, meet and negotiate as soon as possible over this matter regardless of and in addition to any other reopeners provided herein or “Conclusiveness of Agreement” provisions (Article XX).

- 9.2.1 Notwithstanding section 9.2 above, the District will participate in the State Class Size Reduction Program and will staff Grades K-3 at one (1) teacher per 24 pupils with flexibility of +1 student over per class or at such staffing levels as may be permitted

by State law and regulations governing the CSR Program. If the 25<sup>th</sup> 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 25<sup>th</sup> student is enrolled. This stipend will be retroactive to the first day of enrollment. The District will automatically calculate and issue appropriate stipends twice a year as follows:

9.2.1.1 On the January payroll warrant for stipends earned between the beginning of the school year through mid-December.

9.2.1.2 On the June payroll warrant for stipends earned between mid-December and the end of the school year.

9.3 The District shall maintain non CSR 1-6 classes at the ratio of 30:1. If the 32<sup>nd</sup> 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 32<sup>nd</sup> child is enrolled. This stipend will be retroactive to the first day of enrollment. The District will automatically calculate and issue appropriate stipends twice a year as follows:

9.3.1 On the January payroll warrant for stipends earned between the beginning of the school year through mid-December.

9.3.2 On the June payroll warrant for stipends earned between mid-December and the end of the school year.

9.4 The District shall make every effort to load SDC classes to the smallest number practicable. If the 16<sup>th</sup> 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 15, commencing ten (10) days after the

enrollment. This stipend will be retroactive to the first day of enrollment. The District will automatically calculate and issue appropriate stipends twice a year as follows:

9.4.1 On the January payroll warrant for stipends earned between the beginning of the school year through mid-December.

9.4.2 On the June payroll warrant for stipends earned between mid-December and the end of the school year.

9.5 Grades 4, 5, and 6 combination classes shall not exceed 31 students. Should the 31<sup>st</sup> 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 30<sup>th</sup> student, commencing ten (10) days after the 31<sup>st</sup> child is enrolled. This stipend will be retroactive to the first day of enrollment. The District will automatically calculate and issue appropriate stipends twice a year as follows:

9.5.1 On the January payroll warrant for stipends earned between the beginning of the school year through mid-December.

9.5.2 On the June payroll warrant for stipends earned between mid-December and the end of the school year.

- 9.6 The District will follow Education Code 56362 as it pertains to RSP caseload (28 pupils maximum.) Additionally, the District will follow Education Code 56363.3 as it pertains to language, speech, and hearing specialists. (Caseload shall not exceed an average of 55.)
- 9.7 Children with special needs (Special Education, 504's, autistic, ELL, etc.) shall be distributed throughout a grade level at a site consistent with legal requirements including but not limited to appropriate teacher credentials.
- 9.8 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 Teacher-Initiated Transfers

10.1.1 Teachers may initiate transfer requests at any time on the District form submitted to their supervisor or directly to the Human Resources Department. The teacher should, but need not, discuss his/her interest in a transfer with his/her supervisor. Transfer requests for the subsequent year must be submitted by March 15. The District will make every effort to distribute teacher request forms (“Teacher Transfer Questionnaire”) approximately at least two (2) weeks prior to March 15. An active list of persons requesting transfers will be maintained by the Superintendent or designee.

10.1.2 In the event a principal assignment is made following the March 15 deadline for teacher transfers, the teachers at the school affected shall be given a two (2) week period after the assignment in which to initiate a transfer.

10.1.3 In order to maintain a high quality program, to assure effective performance, and to promote satisfactory personnel relations, the Superintendent or designee will evaluate the requested transfer, consider the needs of the District and also the following in granting/rejecting transfer requests:

10.1.3.1 Training

10.1.3.2 Credentials

10.1.3.3 Experience

10.1.3.4 Competencies/Skills



10.1.3.5 Reorganization of School

10.1.3.6 Length of Service

10.1.4 Priority will be given to transfer requests for bargaining unit members who have served two (2) or more years in the same school for transfers made on or before April 15.

10.1.5 The final decision on transfer requests shall be made by the Superintendent.

## 10.2 Administratively-Initiated Transfers

10.2.1 In the event that the Superintendent deems that compelling circumstances require that a teacher be transferred on an administrative basis, the teacher and the Association shall be informed upon teacher request of the reason(s) for this action by the Superintendent.

10.2.2 Administrative transfers will 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 the special staffing needs and/or
- d. Requirements of any school(s)
- e. Reduction or termination of a program(s)
- f. Initiation or expansion of a program(s)

Involuntary transfers shall be subject to the following:

- 10.3.1 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 Teachers 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.
- 10.3.3 All involuntary transfers shall be completed at least three (3) weeks prior to the opening of school, whenever possible.
- 10.3.4 A teacher transferred any time during the school year shall be given two (2) working days without responsibility to prepare for the new assignment.
- 10.3.5 In the event there is more than one vacancy, a teacher 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.
- 10.3.6 Any teacher 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.
- 10.3.7 When the District finds it necessary to make involuntary transfers, volunteers will be sought. Volunteering to transfer does not guarantee a transfer.
- 10.3.8 The District will be responsible for moving all materials.

## 10.4 Intra-School Reassignments

All considerations for teacher 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 teacher who is involved in an intra-school reassignment during the school year shall be allowed:

- 10.4.1.1 Two (2) working days without responsibility to prepare for the new assignment.
- 10.4.1.2 One (1) working day 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 teacher 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 teacher who involuntary changes classrooms, the site administrator will arrange for assistance in moving materials.
- 10.4.1.5 A teacher who involuntarily changes classrooms and is required by the site administrator to pack/unpack materials or otherwise participate in such move on a day outside the teacher's work year (see 7.3) will be

eligible for a maximum of eight (8) hours of pay at the contractual overtime rate (Appendix. B, Section B (1)).

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

#### 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 The provisions of Article 10.3.2 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 program.

10.7.1.1 Those temporary teachers who are converted to probationary status will be designated as Prob0, Prob1, or Prob2 no later than November 30 of each school year.

10.7.2 Temporary classification is appropriate for those replacing a teacher on leave and/or filling 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 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, 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 probationary employee can be placed.

## ARTICLE XI

### Evaluation Procedures

- 11.1 Evaluation and assessment shall be reduced to writing and a copy thereof shall be transmitted to the certificated employee. The certificated employee shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the employee's personnel file. Before the end of the school year, a meeting shall be held between the certificated personnel and the evaluator to discuss the evaluation.
- 11.2 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, 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 of 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. The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the employee. In the event an employee is not performing his/her duties in a satisfactory manner according to the standards prescribed by the governing board, the employing authority shall notify the employee in writing of such fact and describe such unsatisfactory performance. The employing authority shall, thereafter, confer with the employee making specific recommendations as to areas of improvement in the employee's performance and endeavor to assist him/her in such performance.

11.3 Prior to October 15, the principal(s) 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 in evaluation procedure

- 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 to be 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 Teachers:

11.4.1 Prior to December 1... first formal observation for all temporary teachers.

11.4.2 For those teachers 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. Other activities in promoting satisfactory performance

11.4.3 Prior to February 1... first formal evaluation for those temporary teachers who exhibit or continue to exhibit a need for improvement.



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

11.5 Dismissal Procedure for Temporary Teachers:

11.5.1 Thirty (30) day notice will be given prior to dismissal of a temporary teacher.

11.6 Evaluation Procedures For Probationary Teachers:

11.6.1 Prior to December 1... first formal observation for all probationary teachers.

11.6.2 For those teachers 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. Other activities in promoting 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 1... first formal evaluation for those probationary teachers who exhibit or continue to exhibit a need for improvement.

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

11.7 Dismissal Procedure For Probationary Teachers:

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

11.7.2 Prior to February 1 ... 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 1 ... the principal or designee will make a final supplementary evaluation of teacher(s) previously considered unsatisfactory and will report his/her appraisal to the Superintendent or the Deputy Superintendent/Assistant Superintendent.

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

11.8 Evaluation Procedures For Permanent Teachers:

11.8.1 Observations will be conducted prior to final evaluations.

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. Other activities

The evaluator will work with the teacher 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 teacher performance. No one indicator will be the sole factor for the teacher evaluation.

11.8.4 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.

11.8.5 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 Upon request of the employee, the principal shall review with the employee 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 not more than one (1) year old.

## 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:
- 11.10.2.2.1 Establishing its own rules and regulations.
  - 11.10.2.2.2 Establishing procedures for application as a Consulting Teacher.
  - 11.10.2.2.3 Selecting the Consulting Teachers.
  - 11.10.2.2.4 Sending written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher and the evaluator.
  - 11.10.2.2.5 Reviewing the log/journal prepared by the Consulting Teacher and the final evaluation by the evaluator.
  - 11.10.2.2.6 Submitting a report to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program.
  - 11.10.2.2.7 Administering the Voluntary Participating Teacher Program.
  - 11.10.2.2.8 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 consideration.

- 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 redesignate 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           \$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:
  - 11.10.3.1.1 A credentialed teacher with permanent status.

11.10.3.1.2 Substantial recent experience in classroom instruction.

11.10.3.1.3 Shall demonstrate 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 building 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 the 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 derogative nature shall not be entered or filed in employee's personnel file until the unit member is given notice of such material and has an opportunity to review and comment thereon. In event of a dispute to 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 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 Non substantiated 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: dispensing medication, catheterizations, crede, diapering, injections, ileostomies, colostomies, gastrostomies,

tracheostomy, suction, oxygen administrations, gavage feeding 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 2013-2014 Salary Increase: Salary schedules (and related rates and stipends as currently provided by this Agreement and past practice) shall be increased by 3% effective with the February 2014 pay warrant.

15.2 Health and Welfare Benefits

Beginning February, 2014, 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 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; Blue Shield PPO (Medical - \$1000/\$2000 with 100% hospitalization), Policy #931128-PPO Group Benefits; and Kaiser (Medical), Group S1, Group Policy #992.

15.2.1.1 Effective with the February 2014 pay warrant, 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).

15.2.1.2 The foregoing “50/50” cost sharing shall continue through the 2015-2016 school year (i.e., comparing 2014-2015 to 2013-2014, and 2015-2016 to 2014-2015). The increased employee contribution for each year, beginning with 2013-2014, shall be cumulative. If the monthly premium cost for benefits

decreases compared to the prior year, the unit member's payroll deduction amount will be reduced or eliminated to reflect that reduction.

15.2.1.3 As of the expiration of this Agreement in 2015-2016, the ratio of the District's and employee's share beginning prospectively in 2016-2017 shall be adjusted by the percentage savings/reductions in premium rates over the term of the Agreement through the HBC opinions and findings according to the Sideletter and negotiations process already agreed to. The parties agree to promote wellness programs in their effort to reduce and contain premium costs. The amount of employee and District contributions previously arrived at under the 50/50 ratio method will remain in effect.

15.2.1.4 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 15.2.1.6. 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.

15.2.1.5 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:



- 15.2.1.5.1 The population of each plan and number of participating FTE as of the close of the open enrollment period on May 31 each year.
- 15.2.1.5.2 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.
- 15.2.1.6 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 C and incorporated into this Agreement. The parties agree that Appendix C expresses their mutual intent as to the meaning and intended implementation of this Article. Any inconsistencies that might arise between Appendix C and the language in this Article shall be resolved in favor of Appendix C.
- 15.2.1.7 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 15.1.2.5.2 above.
- 15.2.1.8 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.

15.2.1.9 If the District receives a rebate in health and welfare costs, the subject of allocation of these funds shall be referred to the HBC for opinions and findings according to the Sideletter and negotiations process already agreed to.

15.2.1.10 Any disagreements regarding application of sections 15.2 through and including 15.2.1.7, 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 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 The District contribution per unit member per month to the Evergreen Teachers Association Health and Welfare Trust shall be effective September 1 of each school year provided below:

<u>School Year</u>	<u>Contribution/Member/Month</u>
2012-2013	\$108.50
2013-2014	\$118.50
2014-2015	\$128.50

The 2014-2015 contribution amount set forth above shall remain in effect until and unless negotiated otherwise by the parties.

15.2.2.1 Evergreen Teachers Association Health and Welfare Trust

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:

- 1) Maintain the tax exempt qualification from the IRS and the California Franchise Tax Board;
- 2) Prepare and file all necessary documents in a timely fashion;
- 3) The Trust will send copies to the District of any and all documents filed with any public agency upon request from the District;
- 4) 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;
- 5) 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. 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. 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% 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:

<u>Initial Hire Date</u>	<u>Continued Health Benefits</u>
Prior to July 1, 2010	Until the deceased employee would have reached age sixty-five (65).
On or after July 1, 2010	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.

15.2.4.3 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.

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

15.3 The payroll period shall be defined as monthly, beginning with September 1. 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:	\$85.00 - 10 months
Adaptive P.E. Specialist:	\$80.00 - 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 Should the junior high band director(s) receive District or site approval to lead a performance(s) in addition to the Winter and Spring Concert, the junior high band director(s) will qualify for a stipend of \$100.00 per performance not to exceed \$400.00 per junior high site within any given school year.
- 15.6 The rate of pay for coaches in major sports at the junior high schools shall be \$1,094.00 ('11-'12) and \$1,127.00 (effective February 1, 2014) , 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 A major sport shall be defined as those sports which extend for a period of at least seven (7) weeks.
- 15.7 The rate of pay for coaches of minor sports at the junior high schools shall be \$697.00 ('11-'12) and \$718.00 (effective February 1, 2014), 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.
- 15.7.1 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.
- 15.8 The rate of pay for the Cheerleader Supervisor at the junior high schools shall be \$1,520.00 ('11-'12) and \$1,566.00 (effective February 1, 2014), increased annually by an amount equal to the negotiated percentage change to the certificated salary schedule.



- 15.9 All pay for coaches (and cheerleader supervisors beginning the year 2003-2004) at the junior high shall be increased annually by an amount equal to the negotiated percentage change to the certificated salary schedule.
- 15.10 Sixth grade basketball coaches will receive a stipend of \$312.00 ('11-'12) and \$321.00 (effective February 1, 2014).
- 15.11 Additional authorized work days for junior high counselors shall be at a per diem rate. Additional authorized work to be performed by psychologists shall first be offered to psychologists currently employed within the District.
- 15.12 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 the supervising teachers.
- 15.13 The parties agree to an effective date of June 1, 1995 for implementation of Medicare only coverage for certificated employees hired prior to April 1, 1986, pursuant to a PERS division.
- 15.14 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.
- 15.15 The rate of pay for Support Providers within the Evergreen New Teacher Program shall be \$1,000.00 per new teacher. In addition, the contractual overtime rate will be paid for meetings and trainings scheduled with the program administrator.
- 15.16 Nurses will have twenty (20) hours to use at their discretion to be paid at 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.



## APPENDIX B

### Section A: Career Increments

1. The definition of one year of service will be based on 75% of the teaching year, or  $75\% \times 184 \text{ days} = 138 \text{ days}$  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 \$600.00
  2. Completion of 16 years service \$600.00
  3. Completion of 20 years service \$800.00
  4. Completion of 24 years service \$2,000.00

### Section B: Special Assignment Salary

1. Summer school and contractual overtime rate of pay shall be \$39.00 ('11-'12) and \$40.00 (effective February 1, 2014). 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 \$39.00 ('11-'12) and \$40.00 (effective February 1, 2014). 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 teacher has served for the number of consecutive days which is equal to 75% of the school year, he/she shall qualify for vertical advancement on the salary schedule at the beginning of the following school year.
5. A teacher may initiate a partial contract for the subsequent year by submitting a written request to his/her supervisor or to the Human Resources Department by April 1.
6. When implementing Hourly Programs, hourly compensation and prep time shall be uniform throughout the District. Additional hours may be provided teachers by site or grant funds.

Section C: Rules and Regulations

**Unit Evaluation for Professional Growth**

1. 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 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.*

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 five (5) years of out-of-district experience will be allowed for teachers new to the District.

Section D: General Salary Schedule – 2011-2012 Through 2012-2013

EVERGREEN SCHOOL DISTRICT  
2011-12 ANNUAL CERTIFICATED SALARY

CLASS	I	II	III	IV	V
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	* 50,668	50,668	50,668	50,688	50,688
2	50,668	50,668	50,668	50,668	50,688
3	50,668	50,668	50,668	52,342	54,954
4	50,688	50,668	52,590	55,218	57,978
5	50,668	52,839	55,481	58,256	61,168
6	53,089	55,745	58,533	61,458	64,528
7	56,011	58,811	61,750	64,835	68,080
8	59,094	62,047	65,149	68,403	71,825
9		65,461	68,730	72,164	75,775
10			72,511	76,137	79,939
11			76,499	80,325	84,336
12				84,744	88,975

\*TEACHERS WHO DO NOT HAVE A CLEAR OR PRELIMINARY CALIFORNIA CREDENTIAL RECEIVE .975

DISTRICT PAID BENEFITS PER MONTH

1) 12 years of service - \$600	Blue Shield of CA	\$1,345.89	Workers Compensation	1.2342% of salary
2) 16 years of service - \$600	Kaiser	\$1116.96	Mandated Medicare	1.45% of salary
3) 20 years of service - \$800	Delta Dental	\$148.82	Unemployment Insurance	1.61% of salary
4) 24 years of service - \$2000	Metlife	\$83.02/\$66.34	STRS	8.25% of salary
	Trust	\$108.50		

<u>Stipends</u>	
Masters Degree	\$1000
Doctorate	\$1000
National Board Certification for Teachers	\$500
Certificate of Clinical Competence for Speech and Language Therapist	\$500

SALARY & BENEFITS ARE PRORATED FOR PART-TIME OR PARTIAL YEAR EMPLOYMENT

Revised 10/05/11

Section D: General Salary Schedule – 2013-2014 – Effective February 1, 2014

EVERGREEN SCHOOL DISTRICT

2013-14 ANNUAL CERTIFICATED SALARY effective 2/1/14

CLASS	I	II	III	IV	V	VI
YEARS OF EXPERIENCE	BA + Cred.	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	50,883	52,188	52,188	52,188	52,188	52,188
2		52,188	52,188	52,188	52,188	52,188
3		52,188	52,188	52,188	53,913	56,602
4		52,188	52,188	54,167	56,875	59,717
5		52,188	54,425	57,146	60,003	63,003
6		54,682	57,418	60,289	63,301	66,464
7		57,691	60,575	63,603	66,780	70,122
8		60,866	63,909	67,104	70,455	73,980
9			67,425	70,792	74,329	78,048
10				74,686	78,421	82,337
11				78,793	82,735	86,866
12					87,287	91,645

\*TEACHERS WHO DO NOT HAVE A CLEAR OR PRELIMINARY CALIFORNIA CREDENTIAL RECEIVE .975

DISTRICT PAID BENEFITS PER MONTH

1) 12 years of service - \$600	Blue Shield of CA	\$1,453.82	Workers Compensation	1.5450% of salary
2) 16 years of service - \$600	Kaiser	\$1,199.66	Mandated Medicare	1.45% of salary
3) 20 years of service - \$800	Delta Dental	\$148.82	Unemployment Insurance	0.05% of salary
4) 24 years of service - \$2000	Medlife	\$80.95	STRS	8.25% of salary
	Trust	\$118.50		

EMPLOYEE CONTRIBUTION TO BENEFITS PER MONTH

Masters Degree	\$1000
Doctorate	\$1000
National Board Certification for Teachers	\$500
Certificate of Clinical Competence for Speech and Language Therapist	\$500

(10 monthly deductions per year)  
SALARY & BENEFITS ARE PRORATED FOR PART-TIME OR PARTIAL YEAR EMPLOYMENT

Section E: Psychologists' Salary Schedule – 2011-2012

**EVERGREEN SCHOOL DISTRICT**

**Psychologist Salary Schedule**

**2011 - 2012**

<u>Step</u>	<u>Salary</u>
1	57,939
2	61,129
3	64,493
4	68,037
5	71,780
6	75,728
7	79,893
8	84,285
9	88,920
10	93,810

**TEACHERS WHO DO NOT HAVE A CLEAR CALIFORNIA CREDENTIAL RECEIVE .975**

**Career Increments**

1) 12 years of service	\$600
2) 16 years of service	\$600
3) 20 years of service	\$800
4) 24 years of service	\$2000

**Stipends**

Masters Degree	\$1000 annually
Doctorate	\$1000 annually
National Bd. Cert.	\$500 annually

**District Paid Benefits Per Month**

Blue Shield of CA	\$1,345.89	Workers Compensation	1.2342% of salary
Kaiser	\$1,116.96	Mandated Medicare	1.45% of salary
Delta Dental	\$148.82	Unemployment Insurance	1.61% of salary
Met Life Dental	\$88.00	STRS	8.25% of salary
Teachers Trust	\$108.50		

**SALARY & BENEFITS ARE PRORATED FOR PART-TIME OR PARTIAL YEAR EMPLOYMENT**

**EVERGREEN SCHOOL DISTRICT  
Psychologist Salary Schedule**

**2013 – 2014 effective 2/1/14**

<u>Step</u>	<u>Salary</u>
1	59,677
2	62,963
3	66,428
4	70,078
5	73,934
6	78,000
7	82,290
8	86,814
9	91,588
10	96,625

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

**Career Increments**

1) 12 years of service	\$600
2) 16 years of service	\$600
3) 20 years of service	\$800
4) 24 years of service	\$2000

**Stipends**

Masters Degree	\$1000 annually
Doctorate	\$1000 annually
National Bd. Cert.	\$500 annually

**District Paid Benefits Per Month**

Blue Shield of CA	\$1,453.82	Workers Compensation	1.5450% of salary
Kaiser	\$1,199.66	Mandated Medicare	1.45% of salary
Delta Dental	\$148.82	Unemployment Insurance	0.05% of salary
Met Life Dental	\$80.95	STRS	8.25% of salary
Teachers Trust	\$118.50		

**Employee Contribution to Benefits Per Month**

**\$25.20 (10 monthly deductions per year)**

**SALARY & BENEFITS ARE PRORATED FOR PART-TIME OR PARTIAL YEAR EMPLOYMENT**

APPENDIX C

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

	C	D	E	F	G
1	<b>Appendix C</b>				
2	<b>% share of cost increase in FY16-17</b>				
3	<b>% Full savings applied to ETA %</b>				
4	<b>FY 2012-2016 Contract</b>				
5	Example for tracking rate increases from prior year <i>with no plan modifications</i>	2.93%	6.00%	7.00%	5.00%
6	Annual average cost per FTE	FY 12-13 17,172	FY 13-14 17,675	FY 14-15 18,736	FY 15-16 20,047
7	Employer(ESD) share of average annual cost	50% ESD 17,424	17,954	18,610	
8	Employee (ETA) share of average annual cost	50% ETA 252	782	1,438	

9/25/17

**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%



**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

SIDELETTER AGREEMENT BETWEEN  
EVERGREEN SCHOOL DISTRICT AND  
EVERGREEN TEACHERS ASSOCIATION

IMPLEMENTATION OF RtI

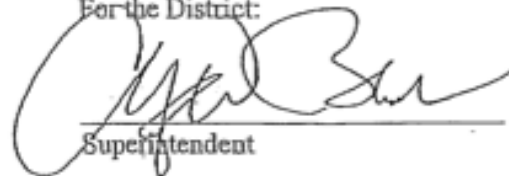
October 25, 2007

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

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

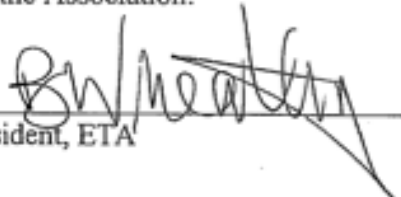
April 13, 2010

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.

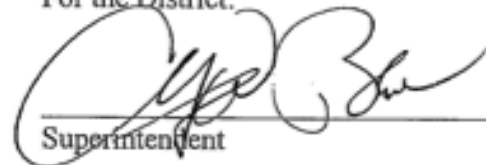
The Lesson Plan Subcommittee met on November 29, 2007 to establish lesson plan guidelines.

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

For the Association:

  
\_\_\_\_\_  
President, ETA

For the District:

  
\_\_\_\_\_  
Superintendent

Dated: 5/27/10

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 Health Benefits Committee (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

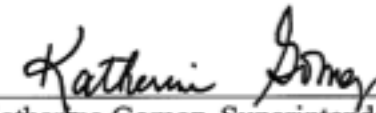
1. The purpose of the Health Benefits Committee (“Committee”) is to report findings and options to the Association and District for the purpose of bargaining.
2. The Committee will have access to timely health benefits information to investigate all aspects of health care costs, including, but not limited 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 January and June payroll warrants. ETA and the District will pay the stipend to 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

For the District:

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

Dated: 11/14/13


Dated: 11/14/13

EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the Evergreen Teachers Association/CTA/NEA and the Evergreen School District have executed this Agreement on the 10th day of October 2013.


For the Association:

  
Brian Wheatley, ETA President

  
Bill Laraway

  
Kevin Olson

  
Steve Reed

  
Fred Schorr

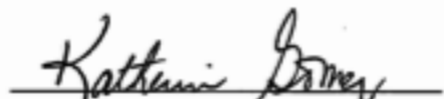
  
Rachel Trowbridge


  
Mae Valentino Pickett

  
Bruce Berg, CTA Representative

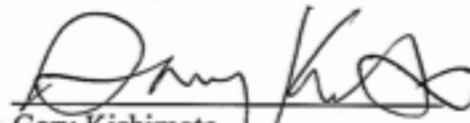
11/14/13  
Date

For the District:

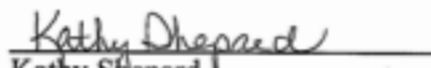
  
Katherine Gomez, Superintendent

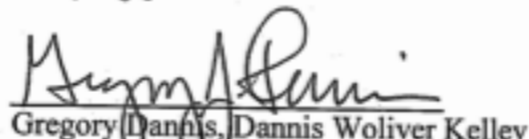
  
Carole Schmitt

  
Keith Hodgin

  
Gary Kishimoto

  
Marilynn Lee

  
Kathy Shepard

  
Gregory Dannis, Dannis Woliver Kelley

11/14/13  
Date