Collective Bargaining Agreement

Between

The California School Employees Association

And

The Governing Board of the Evergreen School District

July 1, 2019 – June 30, 2022
TABLE OF CONTENTS

ARTICLE 1: Agreement ............................................................................................................. 1
ARTICLE 2: Recognition ......................................................................................................... 1
ARTICLE 3: Organizational Security: Dues/Deduction/Service Fee ......................... 2
ARTICLE 4: C.S.E.A. Rights .................................................................................................. 3
ARTICLE 5: District Rights .................................................................................................... 4
ARTICLE 6: Hours and Overtime ......................................................................................... 8
ARTICLE 7: Pay and Allowance ........................................................................................ 13
ARTICLE 8: Employee and Dependent Insurance Coverage ........................................ 16
ARTICLE 9: Scheduled Holidays ....................................................................................... 20
ARTICLE 10: Vacation Plan .............................................................................................. 21
ARTICLE 11: Leaves ............................................................................................................ 23
ARTICLE 12: Transfer ......................................................................................................... 29
ARTICLE 13: Promotion ...................................................................................................... 30
ARTICLE 14: Reclassification/Upgrade ........................................................................... 32
ARTICLE 15: Evaluation Procedures ............................................................................... 35
ARTICLE 16: Discipline ...................................................................................................... 37
ARTICLE 17: Grievance Procedures ................................................................................. 42
ARTICLE 18: Professional Growth .................................................................................... 45
ARTICLE 19: Child Abuse Reporting ............................................................................... 49
ARTICLE 20: Staff Development ....................................................................................... 49
ARTICLE 21: Savings Clause ............................................................................................ 49
ARTICLE 22: Concerted Activities ................................................................................... 49
ARTICLE 23: Conclusive of Agreement .......................................................................... 50
APPENDIX A: Classified Positions: .................................................................................. 50
APPENDIX A-1 2019-20 Classified P.E.R.S. Salary Schedule ......................................... 52
APPENDIX B: 2019-20 District Calendar ......................................................................... 54
APPENDIX C: Memorandum of Understanding Between Evergreen School District and California School Employees Association
Chapter 432: Health Benefits Committee ......................................................................... 57
APPENDIX D: CSEA Annual Average Health Cost per FTE ......................................... 59
APPENDIX E: 10 Month Supplemental Medical Benefit Allowance ............................... 60
ARTICLE 1: AGREEMENT

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

1.2 Term of Agreement
1.2.1 The term of the Successor Agreement shall become effective July 1, 2019 and continue in effect to and including June 30, 2022. By mutual written consent of both parties, any process of this Agreement may be renegotiated at any time.

1.2.2 REOPENERS – The parties agree to reopen on wages, benefits and two (2) articles by each party during each of the last two years of this agreement (2020/2021 and 2021/2022).

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

ARTICLE 2: RECOGNITION

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

2.2 Recognition for New Positions
All newly created positions which have not been designated by the District as Management, Supervisory, Confidential or excluded under this agreement shall be assigned to the bargaining unit. The “confidential Administrative Assistant in Instruction shall be placed in the CSEA bargaining unit upon becoming vacant.
ARTICLE 3: ORGANIZATIONAL SECURITY

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

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

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

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

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

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

3.6 If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.
ARTICLE 4: C.S.E.A./EMPLOYEE RIGHTS

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

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

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

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

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

4.6 Transportation
The District will not contract out Transportation Services for the duration of the agreement.

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

4.8 CSEA/EMPLOYEE RIGHTS
The District shall notify CSEA of each new hire to schedule time for one (1) representative to provide new employee orientation.
ARTICLE 5: DISTRICT RIGHTS

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

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

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

5.1.3 District Properties
The acquisition, disposition, number, locations, types, and utilization of all district properties, grounds, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service, and activity functions assigned to such properties.
5.1.4  **Services to Public/District Personnel**
All services to be rendered to the public and to district personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services, as long as they are within the rules of the Education Code and so long as such utilization does not displace a unit employee.

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

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

5.1.7  **Personnel: Classification/Placement, Etc.**
The selection, classification, direction, demotion, discipline, and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District’s utilization of women and minorities; the assignment of employees to any classroom, functions, activities, departments, tasks or equipment, and the determination as to whether, when and where there is a job opening.

5.1.8  **Job Classifications**
The job classifications and the content and qualifications therein.
5.1.9  **Employee Performance**  
The duties, and standards of performance of all employees, and whether any employee adequately performs such duties and meets such standards.

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

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

5.1.12  **Policies: Rules/Regulations**  
The rules, regulations and policies for all employees, students and the public, subject only to limitations contained in the agreement.

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

5.1.14  **Rights Not Limited By This Agreement**  
In addition to its statutory reserved rights, the District also retains within its sole discretion all rights and powers not expressly limited by this agreement, including but not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:
   a. Security and safety measures and rules for employees.
   b. Staffing patterns.
   c. All other rights of management not expressly limited by language of this agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this agreement constitute the only contractual limitations upon the District’s rights. The exercise of any right reserves to the District wherein a particular manner or the non-exercise of any such rights shall not be deemed a waiver of the District’s right or preclude the District from exercising the right in a different manner.
5.1.15  **Disputes Not Covered by This Agreement**
Any dispute arising out of, or in any way connected with either the existence of, or the exercise of any of the rights of the District not expressly limited by language of this agreement, or arising out of, or in any subject to the grievance procedure provisions set forth in Article 17.

5.1.16  **Employee Health and Benefit Plans**
The administration of all employee health and benefit plans and the manner and methods of funding such plans.
ARTICLE 6: HOURS AND OVERTIME

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

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

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

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

6.3 Increase in Hours
When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee who meets the following criteria: (1) The necessary skills and qualifications; (2) The needs of the District; and (3) The greatest bargaining unit seniority.
6.4 **Lunch Period**
All employees covered by this Agreement shall be entitled to an unpaid, duty free lunch period, uninterrupted whenever possible, after the employee has been on duty for five (5) hours. The length of time for lunch period shall be for a period of no longer than one (1) hour, not less than one-half (1/2) hour and shall be scheduled for full-time employees at or about midpoint of each work shift. Changes in lunch periods must be approved by the employee’s supervisor.

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

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

6.6.1 **Overtime for Part-time Employees (4 Hours or More)**
Employees who work an average of four (4) hours or more per day for five (5) consecutive days shall be compensated at the overtime rate for all hours worked on the sixth (6th) and seventh (7th) consecutive day.

6.6.2 **Overtime for Part-time Employees (4 Hours or Less)**
Employees who work less than an average of four (4) hours per day for five (5) consecutive days shall be compensated at the overtime rate for all hours worked on the seventh (7th) consecutive day.
6.6.3 Overtime for Part-time Employees (7 Hours or More)
If an employee’s workday is less than eight (8) hours but seven (7) hours or more and a workweek of less than forty (40) hours but thirty-five (35) hours or more, all time worked in excess of the established workday and work week shall be deemed to be overtime.

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

6.7.1 Shift Differential (After 2:00 p.m.)
Any employee in the bargaining unit whose assigned work shift commences after 2:00 p.m. shall receive a shift differential in the form of an assigned shift of seven and one-half (7 1/2) hours for which he/she shall be paid for eight (8) hours at the regular rate, to be pro-rated for part-time employees working four (4) or more hours per day.

6.8 Overtime for Employees Receiving a Reduction in Hours as Shift Differential
Employees who work a seven and one-half (7 1/2) hour shift shall be paid at the appropriate authorized rate for all hours worked in excess of seven and one-half (7 1/2) hours in any oneday or excess of thirty-seven and one-half (37 1/2) hours in any workweek.

6.9 Compensatory Time Off
Any employee in the bargaining unit may request to take compensatory time off in lieu of cash compensation for overtime work. Such request shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with this agreement.

6.9.1 Timeline for Taking Compensatory Time
Compensatory time shall be taken within twelve (12) months of the day on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee’s current rate of pay.
6.10 **Call Back Time**
Any employee called back to work after completion of his/her regular assignment, shall be compensated for at least two (2) hours of work at the appropriate rate irrespective of the actual time less than that required to be worked.

6.11 **Minimum Call-In Time**
Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement irrespective of the actual time less than that required to be worked.

6.12 **Standby Time**
Employees who are authorized for emergency call-in for a calendar month shall receive one hundred twenty-five ($125) per month premium in addition to any hours worked.

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

6.14 **Time Cards**
Employees shall be entitled to complete his/her own time card.

6.15 **10 1/2 Month Employees**
The school secretary work year shall be ten (10) work days prior to the first student contact day and ten (10) work days after the last student contact day.

School secretaries and employees required by the Superintendent to return to work two (2) weeks prior to the opening of school shall be compensated one-half (1/2) day of vacation and one-half (1/2) day of sick leave and one-half (1/2) month longevity.

6.16 **Stipend: Second Split**
A monthly stipend of one hundred twenty-five ($125) will be paid for employees assigned to work a second split.
6.17 Permanent Changes

The District will provide C.S.E.A and the employee with notice, prior to implementation, when permanent changes are made to an employee’s work schedule. Every effort will be made to provide such notice at least five (5) working days prior to implementing the changes, subject to operational demands.
ARTICLE 7: PAY AND ALLOWANCES

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

7.1.1 Salary Schedule
Effective February 1, 2020, the salary schedule shall be increased by 2.5%.

7.1.2 PERS Payment
The employer shall pay the employee contribution at the current rate of seven percent (7%) to PERS effective July 1, 1986 subject to the following conditions. Employees not in PERS shall receive an increase of seven percent (7%) in lieu of PERS payments effective July 1, 1986.

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

7.2 Placement on the Salary Schedule
It is expected that a new employee will start at the first step of the classification in which he/she is placed. However, in exceptional cases, the Superintendent may recommend starting at the second or higher step, where the employee has had comparable previous working experience. Recommended placement on the salary schedule should be in accordance with the following:

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

7.3 Working Out of Classification

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

Effective July 1, 2019, all Instructional Aides/ELD shall be six (6) hours per day (.75 FTE).

Effective July 1, 2019, the Range of the Mechanic II shall increase from forty (40) to forty-two (42).

Effective July 1, 2019, the CNS Staff Secretary shall be reclassified to an Administrative Secretary.

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

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

7.6 Mileage
Any employee in the unit required to use his/her vehicle on authorized District business shall be reimbursed at the current IRS rate, to be adjusted annually.

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

Both ten (10) and twelve (12) month employees shall be compensated at the rate of fifty dollars ($50) monthly for each month or partial month worked. Increments for part-time employees will bear a ratio to the average hours worked during the current year effective with the date of this contract. Longevity increments, for the purpose of salary
adjustments shall become part of the base salary.

Part-time employees will receive full credit for each full year worked. (Reference Section 7.1 of the Collective Bargaining Agreement.)

Effective July 1, 2019, part-time employees working less than three hours will receive longevity prospectively and will receive increments for all years of service in the Evergreen School District.

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

- **AA**: Two hundred fifty dollars ($250) annually
- **BS or BA**: Five hundred dollars ($500) annually
- **MA**: One thousand dollars ($1,000) annually
- **PHD**: One thousand dollars ($1,000) annually

7.8 Proof of Auto Insurance
Any employee using his/her own vehicle for district business shall be required to show proof of auto insurance as required by State Law.

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

7.10 Office Personnel – Translation
Office personnel utilizing translation skills shall receive an annual one hundred dollar ($100) stipend. Eligibility shall be determined by the supervisor. Payment shall be made on the June pay warrant.
ARTICLE 8: EMPLOYEE AND DEPENDENT INSURANCE COVERAGE

8.1 Insurance Payment

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

8.1.2 Insurance Program
The insurance programs offered shall be as follows:

a. Blue Shield, Group No. 931128 $1,000 (IDV) $2,000 (Family) maximum out of pocket
   Effective July 1, 2010: Office visit copayment is $15; Emergency Room copayment is $100.

b. Kaiser, Group No. 992-0000
   Effective July 1, 2010: Office visit copayment is $10; Emergency Room copayment is $100.

c. MetLife Dental Insurance (Prepaid), Group #KM05753753

d. Delta Dental (IDV) $2,000 Group No. 2573

e. American Fidelity Assurance Company, Account No. 4017477

f. IRC Section 125 Flexible Benefit Plan

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

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

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

2. Effective with the August 2014 pay warrant, unit members shall contribute, through automatic payroll deduction, this fifty percent (50%) share.
3. The foregoing “50/50” cost sharing shall continue through the 2015-2016 school year (i.e., comparing 2014-2015 to 2013-2014, and 2015-2016 to 2014-2015). The increased employee contribution for each year, beginning with 2013-2014, shall be cumulative. If the monthly premium cost for benefits decreases compared to the prior year, the unit member’s payroll deduction amount will be reduced or eliminated to reflect that reduction.

4. The foregoing “50/50” cost sharing shall continue to take into account the proration of composite premiums based on FTE (100% for 1.0 FTE equaling 40 hours per week down to 50% for .5 FTE equaling 20 hours per week).

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

6. By way of example only, if during the term of this Agreement premium rates are reduced 15% below what they would have been absent plan design or carrier changes, the adjusted ratio for District/unit member premium rate increases effective 2016-2017 would be 65%/35% respectively. The specific calculation for adjustment of this ratio shall be according to section 8. The adjusted ratio of the District’s and employee’s share beginning in 2016-2017 (plus the amount of employee and District contributions previously arrived at under the 50/50 ratio) shall be the status quo unless and until negotiated otherwise by the parties.

7. The parties agree that the foregoing calculations shall be based on an agreed upon method for calculating the cost of benefits per participating FTE annually. This shall include a method that takes the following into account:
   a. The population in Blue Shield # 931128, Kaiser # 992-0000, Delta Dental # 2573, MetLife #KM05753753 and number of participating FTE as of the close of the open enrollment period on May 31 each year.
   b. Calculation of a single, average health cost per FTE, based on premium costs for, and population of unit members in all composite structured medical plans, and dental plans.
This average health cost per FTE shall be used to determine a uniform payroll deduction amount as well as the overall premium savings from year to year.

8. An example of the foregoing calculations implementing the foregoing “50/50” cost sharing plan, including an adjustment to this ratio beginning in 2016-2017, is attached as Appendix D and incorporated into this Agreement. The parties agree that Appendix D expresses their mutual intent as to the meaning and intended implementation of this Article. Any inconsistencies that might arise between Appendix D and the language in this Article shall be resolved in favor of Appendix D.

9. The District will provide the HBC (and CSEA upon request) all records and data utilized to make the calculations in this Article.

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

11. The Supplemental Benefit Allowance (Appendix E) shall be utilized by less than full time employees to lower their contributions. This Allowance shall not increase absent future negotiated agreement.

**Additional Health Benefit Plans**

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

1. The District will contribute the premium amount for employee only coverage under a plan with coverage at least equal to the “Silver Level” Standard Benefit Plan Design designated by Covered California according to the following proration schedule:
   a) 30 to 40 hours per week: 100% of employee only premium cost.
   b) 25 to less than 30 hours per week: 83% of employee only premium cost.
   c) 20 to less than 25 hours per week: 66% of employee only premium cost.

2. The specific carrier and plan number meeting the criteria of #1 above will be designated and included in the negotiated Agreement between the parties. The District shall maintain the designated plan and premium contribution level unless negotiated otherwise.
3. The District may add additional low cost plans in the future in which employees may elect to enroll. The District will contribute premiums for such plan up to but not to exceed the amount applicable to the designated plan described in #1 above.

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

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

8.1.3 Early Retirement Plan
Bargaining unit members who have completed fifteen (15) years of continuous service in the Evergreen School District and are between the ages of fifty-eight (58) and sixty-five (65) who opt for an early retirement may continue participation in a district-sponsored health plan. The District will contribute three hundred fifty dollars ($350) per month toward this participation until age sixty-five (65) years (not to exceed a total of eighty-four (84) months). The contribution ($350) shall be prorated for bargaining unit members whose final three years average sixty-two and one-half percent (62.5%) or greater.

8.2 Eligibility
All employees in the bargaining unit who work at least four (4) hours per day shall be covered under the programs provided in the Article, in accordance with Section 8.1.
ARTICLE 9: SCHEDULED HOLIDAYS

9.1 Paid Holidays
For the terms of this contract, the District agrees to provide all employees who were in service at the time of the holiday, the following sixteen (16) paid holidays:

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

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

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

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

9.4.2 Compensation for working on a Holiday
When a classified employee is required to work on any of said holidays, he/she shall be paid compensation, or given compensating time off, for such work, in addition to the regular pay received for the holiday at the rate of time and one-half (1 1/2) his/her regular rate of pay.
ARTICLE 10: VACATION PLAN

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

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

<table>
<thead>
<tr>
<th>Years</th>
<th>12-MONTH</th>
<th>10-MONTH</th>
<th>10.5-MONTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5 years</td>
<td>12 days</td>
<td>10 days</td>
<td>10.5 days</td>
</tr>
<tr>
<td>6-8 years</td>
<td>15 days</td>
<td>12.5 days</td>
<td>13 days</td>
</tr>
<tr>
<td>9 years</td>
<td>17 days</td>
<td>14 days</td>
<td>14.5 days</td>
</tr>
<tr>
<td>10 years</td>
<td>18 days</td>
<td>15 days</td>
<td>15.5 days</td>
</tr>
<tr>
<td>11 years</td>
<td>19 days</td>
<td>16 days</td>
<td>16.5 days</td>
</tr>
<tr>
<td>12 years</td>
<td>20 days</td>
<td>17 days</td>
<td>17.5 days</td>
</tr>
</tbody>
</table>

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

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

10.5 Vacation Pay Upon Separation
Upon separation from service, the employee shall be entitled to a lump sum compensation for all earned and unused vacation, except the employees who have not completed six (6) months of employment in probationary status shall not be entitled to such compensation. If an employee is separated and has been granted vacation or other leave which was not yet earned at the time of the separation of his/her services, the District shall deduct from the employee’s severance check the full amount of the salary which was paid for such unearned days that were taken.
10.6 **Holidays**
When a holiday falls during the scheduled vacation of any bargaining unit employee, the holiday will not be deducted from the employee’s earned vacation.

10.7 **Vacation Scheduling**
All annual vacations must be arranged in advance by the employee with his/her site administrator. The supervisor shall respond to all vacation requests within ten (10) days. If the employee is not permitted to take his/her full annual vacation due to the workload or extenuating circumstances, the employee shall exercise one of the following options:
1) the amount not taken shall accumulate for use in the next school year, up to five (5) days/twenty-five (25) total days pursuant to Section 10.3; or
2) be paid in cash; or
3) a combination of options 1 and 2 above.

All ten (10) month employees shall take vacation between September 1 and June 30. All ten and one-half (10 1/2) month employees shall take vacation between August 1 and June 30.

10.8 **Interruption of Vacation**
The School District Governing Board may allow permanent classified employees to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.
ARTICLE 11: LEAVES

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

11.2 Bereavement Leave
Bargaining unit members shall be allowed a minimum of three (3) days bereavement leave (not necessarily consecutive) for the death of any member of his/her immediate family. Unit members may request an additional two (2) days, and if approved, may then utilize up to five (5) total days bereavement leave. Death of a 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, sister-in-law, brother-in-law, step-mother, step-father, step-son, step-daughter, step-brother, step-sister, aunt, uncle, niece, nephew, foster parent, foster child, cousin to the second degree, or any person(s) living in the immediate household of the employee.

11.3 Jury Duty
Any classified employee shall have leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the difference, if any, between the amount received for jury duty and the employee’s regular rate of pay. (Exclusive of reimbursement for mileage, parking, and meals.)
11.4 Sick Leave
Every classified employee of the District shall be entitled to leave of absence for illness or injury at a rate of one (1) regular shift per month worked, not to exceed twelve (12) days per year. Classified personnel transferring from any other California school district, to the Evergreen School District, shall be credited with the verified sick leave they have accumulated in the California school district from which they transferred. If a classified employee is unable to carry on his/her duties because of a prolonged period of ill health, or a period of recovery after a severe accident, the employee shall notify the District of the situation with a statement from a licensed physician relative to the nature of the illness or injury. Any employee absent four (4) consecutive school days shall present a statement from a licensed physician that the employee is certified to return to work. The District may also require that an employee present a physician’s certification of absence of fewer than four (4) days if there is reason to suspect abuse. The District may request an employee who is on sick leave differential pay to present a statement from a licensed physician or to see a doctor designated by the District at the District’s expense.

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

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

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

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

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

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

11.6 Industrial Accident or Illness Leave

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

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

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

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

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

11.7 **Personal Necessity Leave**
Leave which is credited under Section 11.4 of this Article may be used, at the unit member’s election, for the purpose of personal necessity, provided that use of such personal necessity leave does not exceed eight (8) days in any work year, and is deducted from the unit member’s earned sick leave. The employee shall make every effort to comply with District procedures to enable the District to secure a substitute. For purposes of this provision, personal necessity shall be on the following basis:

11.7.1 **Additional Leave for Death in Family**
The death of a member of the employee’s immediate family when additional leave is required beyond that provided in Section 11.2 of this Article.

11.7.2 **Funerals: Other Than Immediate Family**
Funeral attendance for persons other than the immediate family.

11.7.3 **Accident or Illness: Self & Immediate Family**
As a result of an accident or illness involving an employee’s person or property or the person or property of his/her immediate family.

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

11.7.5 **Marriage**
Marriage in immediate family, including your own.

11.7.6 **Unusual Circumstances**
Circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard but that necessitate immediate attention may be allowed at the discretion of the Superintendent or his/her District designee. Under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or vacation period or for matters which can be taken care of outside the work hours, or for recreational activities.
11.7.7 Approval of Leave
Before the utilization of personal necessity leave, a unit member shall make every effort to notify the immediate supervisor or his/her District designee, except for cases of 11.7.1, 11.7.2, or 11.7.3. Should the circumstances outlined in 11.7.1, 11.7.2, or 11.7.3 arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

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

11.9 Maternity Leave
11.9.1 Qualification for Leave
In order to qualify for a maternity leave, an expectant classified employee shall file a statement from her physician indicating the estimated date of delivery.

11.9.2 Employee’s Right to Work During Pregnancy
The classified employee may continue to work as long as her health will permit as certified by a physician, or may request an unpaid leave.

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

11.9.4 Leave for Child Rearing
A classified employee who is the natural, or adoptive, parent of a child may request an unpaid leave of absence for the purpose of rearing his/her child. Such leave may be granted upon request by giving the District four (4) weeks notice prior to the anticipated date on which the leave is to commence. A child-rearing leave may be granted for a period not to exceed six (6) months, and the leave request may be renewed, provided that the total time an employee is on leave, paid or unpaid, for maternity and child rearing purposes, shall not exceed one hundred and ninety (190) days.
11.10 General Leaves
When no other leaves are available, a paid or unpaid leave of absence may be granted to an employee when it is in the best interest of the District. In the event the employee exhausts all accumulated paid leave for illness or injury, accumulated vacation must be exhausted before the employee is eligible for other leave.

11.11 Continuation of Health/Welfare
Employees may continue their health and welfare coverage while on an unpaid leave of absence. The employee must pay the health and welfare premiums directly to the District.
ARTICLE 12: TRANSFER

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

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

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

12.4 Transfer Due to Disability
A permanent employee with two (2) years of consecutive service in the District, who is determined by the District to be incapable of performing the duties of his/her class because of injury or other partial disability, shall be given consideration for other alternate work which they might perform when they have become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may be in a higher or lower job class as well as a lateral class.
ARTICLE 13: PROMOTION

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

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

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

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

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

13.4 Filing
Any employee in the bargaining unit may file an application for any vacancy for which qualified by submitting written notice to Human Resources.
13.5 Notification of Applicants
Within five (5) days of the decision to hire, promote, or transfer to a new or vacant position, Human Resources shall notify in writing each unit member applicant whether he/she has been selected for the position.

13.6 Promotional Criteria
Any employee in the bargaining unit who files for a vacancy during the posting period shall be judged on experience, past performance and evaluations, education and training, minority group needs, male/female balance, special skills, combination of skills, reorganization, employee morale, length of service with the District, and the needs of the District. When a unit employee who is seeking promotion equally fulfills the above criteria, the unit employee will be given preference.

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

13.7 Promotion
A CSEA representative shall be appointed to serve on each interview panel.
ARTICLE 14: RECLASSIFICATION/UPGRADE

14.1 RECLASSIFICATION PROCEDURE

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

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

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

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

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

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

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

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

14.2.1 Reclassification cannot occur for the reasons indicated below:

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

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

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

14.2.2 Reclassification can occur for the reasons indicated below:

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

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

14.3 AUTHORITY OF THE RECLASSIFICATION PANEL

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

14.4 FINAL DECISION REGARDING RECLASSIFICATION

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

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

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

GENERAL PROVISIONS

a. Placement in Class: Every position shall be placed in a class.

b. New Classification: New classifications shall be assigned to the salary schedule, pending negotiations on the appropriate placement of the new classification. Such negotiations shall be completed within thirty (30) days of establishing the new classification.

c. Reclassification Salary: Upon reclassification of a positions or class of positions, the position(s) shall be assigned a range at least one range higher than the former range. Reclassification shall not change an employee's anniversary date.

d. If it is agreed that the employee has been working out of class, but is not being reclassified, then the employee will be notified in writing that s/he is no longer responsible for some or all of the out-of-class duties. The employee will be paid appropriate out-of-class differential for the relevant time period.
ARTICLE 15: EVALUATION PROCEDURES

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

15.2 Procedure for Evaluation

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

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

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

15.2.4 Procedure for Derogatory Information
Information of a derogatory nature, such as an unsatisfactory evaluation, shall not be entered into a personnel file until the employee is given ten (10) days notice and an opportunity to review and attach a written rebuttal to such derogatory material.
15.2.5 **Definition of “Permanent Employee”**

“Permanent Employee” is a regular employee who successfully completed an initial probationary period within nine (9) months of service beyond the initial date of employment. The employee’s written evaluation is to be transmitted to the employee prior to the last working day in May of the year to be evaluated. Permanent employees shall be evaluated at least once every 2 years.

15.2.5.1 **Definition of Probationary Employee**

“Probationary employee” is defined as an employee hired in a position for a nine (9) month probationary period. If the employee is newly hired, he/she may be terminated within this nine (9) month period. If the employee is new to the position but a permanent employee of the district, said employee may be removed from the new position and returned to his/her former position. All probationary employees should be evaluated prior to the end of the fourth (4th) and the end of the ninth (9th) month of employment. The District agrees to meet and discuss reasons for employee’s dismissal.

15.2.5.1.1 **Extension of Probationary Period**

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

15.2.5.1.2 **Notification of Extension**

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

15.3 **Evaluation Form**

If the evaluation form is being reviewed for change, the District shall provide notice to C.S.E.A. and give a reasonable opportunity to make recommended changes to the Superintendent prior to implementation.
ARTICLE 16: DISCIPLINE

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

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

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

16.2 **Definitions**

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

16.2.2 **Suspension** means temporary removal of a bargaining unit member from his/her position with loss of pay.

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

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

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

16.3.1 Incompetency or inefficiency in the performance of the duties of his/her position.

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

16.3.3 Carelessness or negligence in the performance of duty or in the care or use of District property.
16.3.4 Discourteous, offensive or abusive conduct or language toward other bargaining unit members, pupils or the public.
16.3.5 Dishonesty.
16.3.6 Drinking alcoholic beverages on the job or reporting for work in a state of intoxication.
16.3.7 Use or addiction to the use of narcotics.
16.3.8 Personal misconduct unbecoming a bargaining unit member of the District.
16.3.9 Engaging in a political activity during assigned hours of employment.
16.3.10 Conviction of a felony, conviction of any sex offense made relevant by provisions of the Education Code, or conviction of a misdemeanor which is of such a nature as to adversely affect the bargaining unit member’s ability to perform the duties and responsibilities of his/her position.
16.3.11 Repeated and unexcused absence or tardiness, or excessive absenteeism which adversely impacts the efficient operation of the District.
16.3.12 Abuse of illness leave privileges.
16.3.13 Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records or any other District records.
16.3.14 Persistent violation or refusal to obey safety rules or regulations made applicable to the public schools by the Board or by any appropriate federal, state, or governmental agency.
16.3.15 Offering of anything of value or offering any service in exchange for special treatment in connection with the bargaining unit member’s job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another bargaining unit member or to any member of the public.
16.3.16 Willful or persistent violation of the Education Code or rules of the Board.
16.3.17 Any willful failure of good conduct tending to injure the public service.
16.3.18 Abandonment of position.
16.3.19 Advocacy of overthrow of federal, state, or local government by force, violence, or other unlawful means.
16.3.20 Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
16.3.21 Physical or mental disability which precludes the bargaining unit member from the proper performance of his/her essential duties and responsibilities as determined by competent medical authority, except as otherwise provided by contract or by law regulating retirement of bargaining unit members.
16.4 **Progressive Steps.** In handling disciplinary matters, it is intended that the discipline shall be commensurate with the offense and that, whenever possible, progressive steps shall be utilized unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate. It is recognized that not all steps should be utilized in all cases. Progressive steps may be as follows:

16.4.1 Warning
16.4.2 Suspension
16.4.3 Involuntary Demotion
16.4.4 Dismissal

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

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

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

16.5.3 **Notice of Charges.** The administrator initiating disciplinary action shall file a written notice of such action with the Superintendent or designee and Human Resources. The notice shall be served upon the bargaining unit member personally with a copy to the Association. The notice shall indicate: 1) The specific charges against the bargaining unit member which shall include times, dates and location of chargeable actions or omissions; 2) The disciplinary action penalty proposed; and 3) the bargaining unit member’s rights to a hearing under this article.
16.5.4 **Pre-Disciplinary Hearing.** Prior to any action a pre-disciplinary hearing shall be held with any bargaining unit member against whom discipline is proposed. The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Superintendent or designee, the Association and representatives and witnesses. The meeting shall be held before an impartial administrator (Superintendent or designee), which shall mean any administrator not directly or indirectly involved in proposing the discipline.

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

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

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

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

1) A statement in ordinary and concise language of the specific acts or omissions upon which the disciplinary action is based including times, dates, and locations.

2) A statement of the cause for the action taken,

3) The materials upon which the charges are based,

4) The right to a hearing, on the charges, at this level,

5) A card or paper, the signing of which by the bargaining unit member, shall constitute denial of all charges and a request for hearing with a hearing officer.

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

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

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

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

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

As used in this Article, “days” means days the District Office is open for business.
ARTICLE 17: GRIEVANCE PROCEDURES

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

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

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

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

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

17.5 Steps in Adjustment of Grievance Procedure

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

17.5.2 Submitting Grievance
Informal grievance written or oral, shall be submitted to his/her immediate supervisor by the
grievant, within thirty (30) days of the act of condition from which the grievance originates.

17.5.3 **Time-line for Response**

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

17.5.4 **Second Level**

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

17.5.5 **Grievance Representation**

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

17.5.6 **Notification: Unfavorable Decision**

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

17.6 **Formal Procedure - Administrative Review**

17.6.1 **Complaint to Superintendent: Written**

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

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

17.7 Board of Trustees Review

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

17.7.2 Requirement of Superintendent
A copy of the appeal shall be provided to the Superintendent and he/she shall be required to submit his/her written reply to the points made in the appeal within five (5) working days of receipt thereof.

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

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

17.7.5 Board Decisions
The decision of the Board of Trustees on an appeal shall be final and conclusive.
ARTICLE 18: PROFESSIONAL GROWTH COMMITTEE

18.1 Establishment of Professional Growth Committee

18.1.1 Committee Formation
The Professional Growth Committee shall consist of three (3) members. Two (2) members shall be appointed by the C.S.E.A. President and shall be chosen from different bargaining unit classifications. The District representative shall be designated by the Superintendent to serve on this Committee.

18.1.2 Term for Committee
The Committee members shall serve for two (2) years.

18.1.3 Chairperson
The chairperson of the Committee shall be appointed by the Chapter President. Meetings will be held as needed.

18.2 Duties of the Committee

18.2.1 Course List
Prepare course lists for recommendation to the Superintendent containing representative courses for each classification of employees, for professional growth credit.

18.2.2 Unit Values
Place unit values on all approved courses in accordance with the established unit schedule in this policy.

18.2.3 Request for Courses
Approve requests for courses to be taken by employee. Request will be submitted to the Committee Chairperson on Unit Petition Form D-231 by September 15 for Fall Courses; January 15, for Spring courses, and by July 15, for Summer courses.

18.2.4 Additional Responsibilities
Recommend additional courses or revised policy to the Superintendent for recommendation to the Board of Trustees.
18.3 **Professional Growth Increment Requirements**

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

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

18.3.3 **Recognized Way to Earn Increments**
Professional Growth increments may be earned by completing courses approved by the classified Professional Growth Committee and approved by the Superintendent, such as:

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

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

18.4 **Unit Evaluation Requirements**

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

18.4.2 **Date Credits Apply**
Credit may be granted only for courses completed after January 1, 1970 or the date of beginning employment with the Evergreen School District, whichever is later.
18.4.3 **Unit Equivalency/College Level**

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

18.4.4 **Credit for Adult Education/Chapter Officer**

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

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

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

18.4.5 **Classified Employee’s Responsibility**

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

18.4.6 **Pre-approval of Courses**

Any classified employee desiring to earn professional growth must have course approved by the Professional Growth Committee prior to taking the course. Request for approval for courses to be taken should be submitted to the Committee on Form D-231.

18.4.7 **Grade/Attendance Requirement**

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

18.4.8 **Requirements for Trade Extension Classes**

Courses taken as trade extension classes for journeyman craftsman may be taken for credit when the course is directly related to the individual’s area of employment and approval has been secured from the Professional Growth Committee.
18.4.9 Transcript/Grade Verification
An official transcript, verified grade card, or instructor’s signed statement covering work completed to fulfill requirements for the professional growth increments must be completed and on file in Human Resources, no later than the applicable date mentioned below. If an instructor’s signature is offered in lieu of a transcript, a transcript must follow.

a. June 30, for employees working on a twelve-month (12-month) basis.

b. July 31, for employees working on an eleven-month (11-month) basis.

c. August 15, for employees working on a ten and one-quarter month (10 1/4-month) basis or less.
ARTICLE 19: CHILD ABUSE REPORTING
The District agrees to in-service all new employees on child abuse reporting.

ARTICLE 20: STAFF DEVELOPMENT
If a District Staff Development Committee is formed, C.S.E.A. shall have representation on the committee.

ARTICLE 21: SAVINGS CLAUSE
21.1 Invalidation of Any Part of Contract Due to Change in Law
If during the life of this agreement, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District, which shall render invalid or restrain compliance with or enforcement of such provision of this agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this agreement shall not invalidate any remaining portion which shall continue in full force and effect.

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

ARTICLE 22: CONCERTED ACTIVITIES
The C.S.E.A. and the District agree that grievances and disputes involving the terms and conditions of this agreement are to be settled by the grievance or consultation procedures, as provided for in this agreement, without resort to strikes, lock-outs, or any concerted refusal to perform work duties as required in this agreement.
ARTICLE 23: CONCLUSIVE OF AGREEMENT

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

Katherine Gomez
Superintendent

[Signature]

Carole Schmitt
Director, Human Resources

[Signature]

Dan Deguara
Assistant Superintendent

[Signature]

Kim McNiven
Business Services

[Signature]

Pauline Benton
President, Evergreen Chapter #432

[Signature]

Lisa Han
Evergreen Chapter #432

[Signature]

Cassie Giannotta
Evergreen Chapter #432

[Signature]

Maria Bettencourt
Evergreen Chapter #432

[Signature]

Jim Trujillo
Labor Relations Representative

[Signature]

9/20/17

Date

9/20/17

Date
MEMORANDUM OF UNDERSTANDING

Between

Evergreen School District (District)

And

California School Employees Association (CSEA), Chapter 432

August, 2020

The purpose of this Memorandum of Understanding (MOU) is to set forth the mutually agreed upon terms to settle negotiations for the 2020-2021 school year.

For the 2020-2021 school year, the District and CSEA Chapter 432 agree to rollover all provisions of the current Collective Bargaining Agreement without change with the exception that the District agrees to increase its contribution towards medical and dental insurance premiums in the amount of the increase in premiums for the 2020-2021 school year so that the employee out-of-pocket contribution amount will remain at 2019-2020 level for the 2020-2021 school year. The District’s new contribution level for the 2020-2021 school year shall continue until modified through negotiations in a future year.

DocuSigned by:

Pauline Benton
President, CSEA

Cesar Torrico
Assistant Superintendent of Human Resources

Robin James-Utigaard
Labor Relations Representative
CLASSIFIED

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accountant</td>
<td>48</td>
</tr>
<tr>
<td>Account Assistant I</td>
<td>30</td>
</tr>
<tr>
<td>Account Assistant II</td>
<td>33</td>
</tr>
<tr>
<td>Account Technician</td>
<td>34</td>
</tr>
<tr>
<td>Accounting Analyst</td>
<td>36</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>35</td>
</tr>
<tr>
<td>Administrative Secretary</td>
<td>34</td>
</tr>
<tr>
<td>Bus Driver</td>
<td>30</td>
</tr>
<tr>
<td>Bus Driver/Trainer</td>
<td>31</td>
</tr>
<tr>
<td>CNS Line Assistant</td>
<td>18</td>
</tr>
<tr>
<td>CNS Assistant</td>
<td>20</td>
</tr>
<tr>
<td>CNS Production Manager</td>
<td>34</td>
</tr>
<tr>
<td>CNS System Technician</td>
<td>28</td>
</tr>
<tr>
<td>Clerical Assistant</td>
<td>23</td>
</tr>
<tr>
<td>Community School Assistant</td>
<td>21</td>
</tr>
<tr>
<td>Custodian I</td>
<td>28</td>
</tr>
<tr>
<td>Custodian II</td>
<td>30</td>
</tr>
<tr>
<td>Custodian III</td>
<td>32</td>
</tr>
<tr>
<td>Energy Technology Electrician Tech.</td>
<td>40</td>
</tr>
<tr>
<td>ELD Assessments Specialist</td>
<td>26</td>
</tr>
<tr>
<td>Grounds Worker I</td>
<td>29</td>
</tr>
<tr>
<td>Grounds Worker II</td>
<td>31</td>
</tr>
<tr>
<td>Health Office Assistant</td>
<td>27</td>
</tr>
<tr>
<td>Instructional Assistant</td>
<td>21</td>
</tr>
<tr>
<td>Instructional Assistant/Computer Lab</td>
<td>22</td>
</tr>
<tr>
<td>Instructional Assistant/ELD</td>
<td>24</td>
</tr>
<tr>
<td>Instructional Assistant/Special Education</td>
<td>22</td>
</tr>
<tr>
<td>Lead Bus Driver</td>
<td>34</td>
</tr>
<tr>
<td>Liaison</td>
<td>31</td>
</tr>
<tr>
<td>Library/Media Assistant</td>
<td>25</td>
</tr>
<tr>
<td>Maintenance Custodian</td>
<td>31</td>
</tr>
<tr>
<td>Maintenance Worker I</td>
<td>32</td>
</tr>
<tr>
<td>Maintenance Worker II</td>
<td>34</td>
</tr>
<tr>
<td>Maintenance Worker III</td>
<td>36</td>
</tr>
<tr>
<td>Mechanic</td>
<td>38</td>
</tr>
<tr>
<td>Mechanic II</td>
<td>40</td>
</tr>
<tr>
<td>Migrant Case Manager</td>
<td>35</td>
</tr>
<tr>
<td>Network Systems Technician</td>
<td>45</td>
</tr>
<tr>
<td>Nutrition Education Specialist</td>
<td>28</td>
</tr>
<tr>
<td>Office Assistant</td>
<td>26</td>
</tr>
<tr>
<td>Payroll/Accounting Analyst</td>
<td>38</td>
</tr>
<tr>
<td>Purchasing Assistant</td>
<td>30</td>
</tr>
<tr>
<td>Purchasing Assistant II</td>
<td>32</td>
</tr>
<tr>
<td>Purchasing Analyst</td>
<td>40</td>
</tr>
<tr>
<td>Student Information System/Data Specialist</td>
<td>40</td>
</tr>
<tr>
<td>School Office Assistant</td>
<td>26</td>
</tr>
<tr>
<td>School Secretary I</td>
<td>30</td>
</tr>
<tr>
<td>School Secretary II</td>
<td>33</td>
</tr>
<tr>
<td>School Secretary III</td>
<td>33</td>
</tr>
<tr>
<td>Special Projects Assistant</td>
<td>26</td>
</tr>
<tr>
<td>Staff Secretary</td>
<td>33</td>
</tr>
<tr>
<td>Technology Maintenance Technician</td>
<td>32</td>
</tr>
<tr>
<td>Technology Project Technician</td>
<td>38</td>
</tr>
<tr>
<td>Technology Project Technician II</td>
<td>42</td>
</tr>
<tr>
<td>Warehouse Worker/Delivery</td>
<td>32</td>
</tr>
<tr>
<td>Warehouse Worker/Delivery II</td>
<td>33</td>
</tr>
</tbody>
</table>

ADDITIONAL DISTRICT PAID COMPENSATION

8 Hours Per Day

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Shield of Calif.</td>
<td>$20,676</td>
</tr>
<tr>
<td>Kaiser</td>
<td>$16,656</td>
</tr>
<tr>
<td>Delta Dental</td>
<td>$1,799</td>
</tr>
<tr>
<td>Met Life Dental</td>
<td>$985.08</td>
</tr>
<tr>
<td>Income Protection</td>
<td>$224</td>
</tr>
</tbody>
</table>

Employee Contribution $1423.30

American Fidelity Assurance Company (Flex Account) Section 125 Flexible Benefit Plan

P.E.R.S. 26.721% of monthly salary

Worker’s Compensation 1.17% of monthly salary

State Unemployment Insurance 0.05% of monthly salary

FICA 6.20% of monthly salary

Mandated Medicare 1.45% of monthly salary

DISTRICT PAID STIPENDS PER YEAR:

<table>
<thead>
<tr>
<th>Degree</th>
<th>Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA</td>
<td>$250</td>
</tr>
<tr>
<td>BA or BS</td>
<td>$500</td>
</tr>
<tr>
<td>MA</td>
<td>$1,000</td>
</tr>
<tr>
<td>PhD</td>
<td>$1,000</td>
</tr>
<tr>
<td>Child Nutrition</td>
<td>$100</td>
</tr>
</tbody>
</table>

Office Personnel Translation $100

PROFESSIONAL GROWTH

$125 annually for every 9 units as approved up to $625

DISTRICT PAID LONGEVITY INCREMENT

12 months per year $360 up to $1800
10 months per year $300 up to $1500

3 hour or more part time employee’s longevity compensation will bear a ratio to the average hours worked during the current year.

Board Approved 12/13/18 rev 07-01-19 cs
### EVERGREEN SCHOOL DISTRICT
#### 2019-2020
##### CLASSIFIED EMPLOYEES PERS SALARY SCHEDULE

<table>
<thead>
<tr>
<th>STEP</th>
<th>RANGE</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>HR.</td>
<td>MO.</td>
<td>HR.</td>
<td>MO.</td>
<td>HR.</td>
<td>MO.</td>
<td>HR.</td>
</tr>
<tr>
<td>18</td>
<td>14.16</td>
<td>2463</td>
<td>14.86</td>
<td>2586</td>
<td>15.63</td>
<td>2719</td>
<td>16.43</td>
</tr>
<tr>
<td>19</td>
<td>14.53</td>
<td>2528</td>
<td>15.25</td>
<td>2653</td>
<td>16.04</td>
<td>2792</td>
<td>16.85</td>
</tr>
<tr>
<td>20</td>
<td>14.86</td>
<td>2586</td>
<td>15.63</td>
<td>2719</td>
<td>16.43</td>
<td>2859</td>
<td>17.24</td>
</tr>
<tr>
<td>21</td>
<td>15.25</td>
<td>2653</td>
<td>16.04</td>
<td>2792</td>
<td>16.85</td>
<td>2933</td>
<td>17.70</td>
</tr>
<tr>
<td>22</td>
<td>15.63</td>
<td>2719</td>
<td>16.43</td>
<td>2859</td>
<td>17.24</td>
<td>3000</td>
<td>18.15</td>
</tr>
<tr>
<td>23</td>
<td>16.04</td>
<td>2792</td>
<td>16.85</td>
<td>2933</td>
<td>17.70</td>
<td>3079</td>
<td>18.57</td>
</tr>
<tr>
<td>24</td>
<td>16.43</td>
<td>2859</td>
<td>17.24</td>
<td>3000</td>
<td>18.15</td>
<td>3158</td>
<td>19.05</td>
</tr>
<tr>
<td>25</td>
<td>16.85</td>
<td>2933</td>
<td>17.70</td>
<td>3079</td>
<td>18.57</td>
<td>3232</td>
<td>19.53</td>
</tr>
<tr>
<td>26</td>
<td>17.24</td>
<td>3000</td>
<td>18.15</td>
<td>3158</td>
<td>19.05</td>
<td>3314</td>
<td>20.02</td>
</tr>
<tr>
<td>27</td>
<td>17.70</td>
<td>3079</td>
<td>18.57</td>
<td>3232</td>
<td>19.53</td>
<td>3398</td>
<td>20.51</td>
</tr>
<tr>
<td>28</td>
<td>18.15</td>
<td>3158</td>
<td>19.05</td>
<td>3314</td>
<td>20.02</td>
<td>3483</td>
<td>21.03</td>
</tr>
<tr>
<td>29</td>
<td>18.57</td>
<td>3232</td>
<td>19.53</td>
<td>3398</td>
<td>20.51</td>
<td>3570</td>
<td>21.56</td>
</tr>
<tr>
<td>30</td>
<td>19.05</td>
<td>3314</td>
<td>20.02</td>
<td>3483</td>
<td>21.03</td>
<td>3659</td>
<td>22.10</td>
</tr>
<tr>
<td>31</td>
<td>19.53</td>
<td>3398</td>
<td>20.51</td>
<td>3570</td>
<td>21.56</td>
<td>3751</td>
<td>22.66</td>
</tr>
<tr>
<td>32</td>
<td>20.02</td>
<td>3483</td>
<td>21.03</td>
<td>3659</td>
<td>22.10</td>
<td>3845</td>
<td>23.22</td>
</tr>
<tr>
<td>33</td>
<td>20.51</td>
<td>3570</td>
<td>21.56</td>
<td>3751</td>
<td>22.66</td>
<td>3942</td>
<td>24.38</td>
</tr>
<tr>
<td>34</td>
<td>21.03</td>
<td>3659</td>
<td>22.10</td>
<td>3845</td>
<td>23.22</td>
<td>4040</td>
<td>25.63</td>
</tr>
<tr>
<td>35</td>
<td>21.56</td>
<td>3751</td>
<td>22.66</td>
<td>3942</td>
<td>23.77</td>
<td>4137</td>
<td>26.27</td>
</tr>
<tr>
<td>36</td>
<td>22.10</td>
<td>3845</td>
<td>23.22</td>
<td>4040</td>
<td>24.38</td>
<td>4243</td>
<td>28.27</td>
</tr>
<tr>
<td>37</td>
<td>22.66</td>
<td>3942</td>
<td>23.77</td>
<td>4137</td>
<td>24.99</td>
<td>4347</td>
<td>28.99</td>
</tr>
<tr>
<td>38</td>
<td>23.22</td>
<td>4040</td>
<td>24.38</td>
<td>4243</td>
<td>25.63</td>
<td>4459</td>
<td>29.71</td>
</tr>
<tr>
<td>39</td>
<td>23.77</td>
<td>4137</td>
<td>24.99</td>
<td>4347</td>
<td>26.27</td>
<td>4571</td>
<td>29.99</td>
</tr>
<tr>
<td>40</td>
<td>24.38</td>
<td>4243</td>
<td>25.63</td>
<td>4459</td>
<td>26.93</td>
<td>4685</td>
<td>31.20</td>
</tr>
<tr>
<td>41</td>
<td>24.99</td>
<td>4347</td>
<td>26.27</td>
<td>4571</td>
<td>27.59</td>
<td>4800</td>
<td>31.99</td>
</tr>
<tr>
<td>42</td>
<td>25.63</td>
<td>4459</td>
<td>26.93</td>
<td>4685</td>
<td>28.27</td>
<td>4919</td>
<td>32.76</td>
</tr>
<tr>
<td>43</td>
<td>26.27</td>
<td>4571</td>
<td>27.59</td>
<td>4800</td>
<td>28.99</td>
<td>5044</td>
<td>33.60</td>
</tr>
<tr>
<td>44</td>
<td>26.93</td>
<td>4685</td>
<td>28.27</td>
<td>4919</td>
<td>29.71</td>
<td>5170</td>
<td>34.41</td>
</tr>
<tr>
<td>45</td>
<td>27.59</td>
<td>4800</td>
<td>29.71</td>
<td>5170</td>
<td>31.20</td>
<td>5428</td>
<td>35.31</td>
</tr>
<tr>
<td>46</td>
<td>28.27</td>
<td>4919</td>
<td>29.71</td>
<td>5170</td>
<td>32.76</td>
<td>5428</td>
<td>36.19</td>
</tr>
<tr>
<td>47</td>
<td>28.99</td>
<td>5044</td>
<td>30.42</td>
<td>5293</td>
<td>31.99</td>
<td>5567</td>
<td>36.97</td>
</tr>
<tr>
<td>48</td>
<td>29.71</td>
<td>5170</td>
<td>31.20</td>
<td>5428</td>
<td>32.76</td>
<td>5701</td>
<td>37.80</td>
</tr>
<tr>
<td>49</td>
<td>30.42</td>
<td>5293</td>
<td>31.99</td>
<td>5576</td>
<td>33.60</td>
<td>5846</td>
<td>38.70</td>
</tr>
<tr>
<td>50</td>
<td>31.20</td>
<td>5428</td>
<td>32.76</td>
<td>5701</td>
<td>34.41</td>
<td>5987</td>
<td>39.61</td>
</tr>
<tr>
<td>51</td>
<td>31.99</td>
<td>5576</td>
<td>33.60</td>
<td>5846</td>
<td>35.31</td>
<td>6143</td>
<td>40.52</td>
</tr>
<tr>
<td>52</td>
<td>32.76</td>
<td>5701</td>
<td>34.41</td>
<td>5987</td>
<td>36.19</td>
<td>6297</td>
<td>41.43</td>
</tr>
<tr>
<td>53</td>
<td>33.58</td>
<td>5843</td>
<td>35.27</td>
<td>6137</td>
<td>37.09</td>
<td>6454</td>
<td>38.98</td>
</tr>
</tbody>
</table>

53
### Classified Employees Non-P.E.R.S. Salary Schedule

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

#### Additional District Paid Compensation

**8 Hours Per Day**

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Shield of Calif.</td>
<td>$20,676</td>
</tr>
<tr>
<td>Kaiser</td>
<td>$16,656</td>
</tr>
<tr>
<td>Delta Dental</td>
<td>$1,799</td>
</tr>
<tr>
<td>Met Life Dental</td>
<td>$985.08</td>
</tr>
<tr>
<td>Income Protection</td>
<td>$224</td>
</tr>
</tbody>
</table>

**Employee Contribution** $1423.30

**American Fidelity Assurance Company (Flex Account)**

**Section 125 Flexible Benefit Plan**

- P.E.R.S. 19.721% of monthly salary
- Worker’s Compensation 1.17% of monthly salary
- State Unemployment Insurance 0.05% of monthly salary

**FICA** 6.20% of monthly salary

**Mandated Medicare** 1.45% of monthly salary

#### District Paid Stipends Per Year

<table>
<thead>
<tr>
<th>College Degree</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA</td>
<td>$250</td>
</tr>
<tr>
<td>BA or BS</td>
<td>$500</td>
</tr>
<tr>
<td>MA</td>
<td>$1,000</td>
</tr>
<tr>
<td>PhD</td>
<td>$1,000</td>
</tr>
<tr>
<td>Child Nutrition</td>
<td>$100</td>
</tr>
</tbody>
</table>

**Office Personnel Translation** $100

#### Professional Growth

$125 annually for every 9 units as approved up to $625

#### District Paid Longevity Increment

- 12 months per year $360 up to $1800
- 10 months per year $300 up to $1500

3 hour or more part time employee’s longevity compensation will bear a ratio to the average hours worked during the current year.

Board Approved 12/13/18 rev 07-01-19 cs
<table>
<thead>
<tr>
<th>STEP</th>
<th>RANGE</th>
<th>HR.</th>
<th>MO.</th>
<th>HR.</th>
<th>MO.</th>
<th>HR.</th>
<th>MO.</th>
<th>HR.</th>
<th>MO.</th>
<th>HR.</th>
<th>MO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>15.13</td>
<td>2632</td>
<td>16.74</td>
<td>2913</td>
<td>17.57</td>
<td>3057</td>
<td>18.46</td>
<td>3212</td>
<td>19.42</td>
<td>3378</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>15.53</td>
<td>2702</td>
<td>17.15</td>
<td>2984</td>
<td>18.03</td>
<td>3138</td>
<td>18.91</td>
<td>3290</td>
<td>19.90</td>
<td>3463</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>15.92</td>
<td>2769</td>
<td>17.57</td>
<td>3057</td>
<td>18.46</td>
<td>3212</td>
<td>19.42</td>
<td>3378</td>
<td>20.36</td>
<td>3543</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>16.32</td>
<td>2839</td>
<td>18.03</td>
<td>3138</td>
<td>18.91</td>
<td>3290</td>
<td>19.90</td>
<td>3463</td>
<td>20.91</td>
<td>3638</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>16.74</td>
<td>2913</td>
<td>18.46</td>
<td>3212</td>
<td>19.42</td>
<td>3378</td>
<td>20.36</td>
<td>3543</td>
<td>21.41</td>
<td>3725</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>17.15</td>
<td>2984</td>
<td>18.91</td>
<td>3290</td>
<td>19.90</td>
<td>3463</td>
<td>20.91</td>
<td>3638</td>
<td>21.98</td>
<td>3824</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>17.57</td>
<td>3057</td>
<td>19.42</td>
<td>3378</td>
<td>20.36</td>
<td>3543</td>
<td>21.41</td>
<td>3725</td>
<td>22.50</td>
<td>3914</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>18.03</td>
<td>3138</td>
<td>20.03</td>
<td>3290</td>
<td>20.91</td>
<td>3638</td>
<td>21.98</td>
<td>3824</td>
<td>23.07</td>
<td>4014</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>18.46</td>
<td>3212</td>
<td>20.63</td>
<td>3543</td>
<td>21.41</td>
<td>3725</td>
<td>22.50</td>
<td>3914</td>
<td>23.68</td>
<td>4120</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>18.91</td>
<td>3290</td>
<td>20.91</td>
<td>3638</td>
<td>21.98</td>
<td>3824</td>
<td>23.07</td>
<td>4014</td>
<td>24.27</td>
<td>4223</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>19.42</td>
<td>3378</td>
<td>21.41</td>
<td>3725</td>
<td>22.50</td>
<td>3914</td>
<td>23.68</td>
<td>4120</td>
<td>24.83</td>
<td>4321</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>19.90</td>
<td>3463</td>
<td>21.98</td>
<td>3824</td>
<td>23.07</td>
<td>4014</td>
<td>24.27</td>
<td>4223</td>
<td>25.45</td>
<td>4428</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>20.36</td>
<td>3543</td>
<td>22.50</td>
<td>3914</td>
<td>23.68</td>
<td>4120</td>
<td>24.83</td>
<td>4321</td>
<td>26.07</td>
<td>4536</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>20.91</td>
<td>3638</td>
<td>23.07</td>
<td>4014</td>
<td>24.27</td>
<td>4223</td>
<td>25.45</td>
<td>4428</td>
<td>26.73</td>
<td>4650</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>21.41</td>
<td>3725</td>
<td>24.27</td>
<td>4223</td>
<td>25.45</td>
<td>4428</td>
<td>26.73</td>
<td>4650</td>
<td>28.09</td>
<td>4888</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>21.98</td>
<td>3824</td>
<td>25.00</td>
<td>4120</td>
<td>24.83</td>
<td>4321</td>
<td>26.07</td>
<td>4536</td>
<td>27.43</td>
<td>4772</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>22.50</td>
<td>3914</td>
<td>25.63</td>
<td>4223</td>
<td>26.07</td>
<td>4536</td>
<td>27.43</td>
<td>4772</td>
<td>28.78</td>
<td>5008</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>23.07</td>
<td>4014</td>
<td>26.73</td>
<td>4650</td>
<td>28.09</td>
<td>4888</td>
<td>29.25</td>
<td>5136</td>
<td>30.24</td>
<td>5262</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>23.68</td>
<td>4120</td>
<td>27.43</td>
<td>4772</td>
<td>28.78</td>
<td>5008</td>
<td>30.24</td>
<td>5262</td>
<td>31.01</td>
<td>5396</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>24.27</td>
<td>4223</td>
<td>28.09</td>
<td>4888</td>
<td>29.52</td>
<td>5136</td>
<td>31.01</td>
<td>5396</td>
<td>32.57</td>
<td>5667</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>24.83</td>
<td>4321</td>
<td>28.09</td>
<td>4888</td>
<td>29.52</td>
<td>5136</td>
<td>31.01</td>
<td>5396</td>
<td>32.57</td>
<td>5667</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>25.45</td>
<td>4428</td>
<td>30.24</td>
<td>5262</td>
<td>31.78</td>
<td>5529</td>
<td>33.36</td>
<td>5805</td>
<td>42.74</td>
<td>7437</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>26.07</td>
<td>4536</td>
<td>31.78</td>
<td>5529</td>
<td>33.36</td>
<td>5805</td>
<td>32.57</td>
<td>5667</td>
<td>34.22</td>
<td>5955</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>26.73</td>
<td>4650</td>
<td>33.36</td>
<td>5805</td>
<td>35.07</td>
<td>6103</td>
<td>34.22</td>
<td>5955</td>
<td>35.07</td>
<td>6103</td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>27.43</td>
<td>4772</td>
<td>35.07</td>
<td>6103</td>
<td>36.83</td>
<td>6409</td>
<td>37.81</td>
<td>6735</td>
<td>40.66</td>
<td>7075</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>28.09</td>
<td>4888</td>
<td>36.83</td>
<td>6409</td>
<td>38.71</td>
<td>6735</td>
<td>40.66</td>
<td>7075</td>
<td>42.74</td>
<td>7437</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>28.78</td>
<td>5008</td>
<td>38.71</td>
<td>6735</td>
<td>40.66</td>
<td>7075</td>
<td>42.74</td>
<td>7437</td>
<td>44.88</td>
<td>7809</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>29.52</td>
<td>5136</td>
<td>40.66</td>
<td>7075</td>
<td>42.74</td>
<td>7437</td>
<td>44.88</td>
<td>7809</td>
<td>47.00</td>
<td>8182</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>30.24</td>
<td>5262</td>
<td>42.74</td>
<td>7437</td>
<td>44.88</td>
<td>7809</td>
<td>47.00</td>
<td>8182</td>
<td>49.13</td>
<td>8574</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>31.01</td>
<td>5396</td>
<td>44.88</td>
<td>7809</td>
<td>47.00</td>
<td>8182</td>
<td>49.13</td>
<td>8574</td>
<td>51.27</td>
<td>8976</td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>31.78</td>
<td>5529</td>
<td>47.00</td>
<td>8182</td>
<td>49.13</td>
<td>8574</td>
<td>51.27</td>
<td>8976</td>
<td>53.41</td>
<td>9388</td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>32.57</td>
<td>5667</td>
<td>49.13</td>
<td>8574</td>
<td>51.27</td>
<td>8976</td>
<td>53.41</td>
<td>9388</td>
<td>55.55</td>
<td>9809</td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>33.36</td>
<td>5805</td>
<td>51.27</td>
<td>8976</td>
<td>53.41</td>
<td>9388</td>
<td>55.55</td>
<td>9809</td>
<td>57.70</td>
<td>10231</td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>34.22</td>
<td>5955</td>
<td>53.41</td>
<td>9388</td>
<td>55.55</td>
<td>9809</td>
<td>57.70</td>
<td>10231</td>
<td>59.85</td>
<td>10663</td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>35.07</td>
<td>6103</td>
<td>55.55</td>
<td>9809</td>
<td>57.70</td>
<td>10231</td>
<td>59.85</td>
<td>10663</td>
<td>62.00</td>
<td>11105</td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>35.95</td>
<td>6255</td>
<td>57.70</td>
<td>10231</td>
<td>60.00</td>
<td>10582</td>
<td>62.00</td>
<td>11105</td>
<td>64.15</td>
<td>11657</td>
<td></td>
</tr>
</tbody>
</table>
# Evergreen School District
## 2019 - 2020 Calendar

### August
<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>8</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>13</td>
<td>14</td>
</tr>
<tr>
<td>15</td>
<td>16</td>
<td>17</td>
</tr>
<tr>
<td>19</td>
<td>20</td>
<td>21</td>
</tr>
<tr>
<td>22</td>
<td>23</td>
<td>24</td>
</tr>
<tr>
<td>26</td>
<td>27</td>
<td>28</td>
</tr>
<tr>
<td>29</td>
<td>30</td>
<td></td>
</tr>
</tbody>
</table>

- All Teachers Inservice Day - Aug 19, 20
- Opening Day - Aug 21
- 1st Min Day - Aug 29

### September
<table>
<thead>
<tr>
<th>2*</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
</tr>
<tr>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
<td>20</td>
</tr>
<tr>
<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
<td>27</td>
</tr>
<tr>
<td>30</td>
<td>31</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Labor Day - Sept 2
- Staff Development Day - Sept. 26

### October
<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>11</td>
</tr>
<tr>
<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
</tr>
<tr>
<td>21</td>
<td>22</td>
<td>23</td>
<td>24</td>
<td>25</td>
</tr>
<tr>
<td>28</td>
<td>29</td>
<td>30</td>
<td>31</td>
<td></td>
</tr>
</tbody>
</table>

- Veteran's Day - Nov. 11
- Conference Day - Nov. 20
- Thanksgiving Break - Nov. 25-29

### November
<table>
<thead>
<tr>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
</tr>
<tr>
<td>16</td>
<td>17</td>
<td>18</td>
<td>19</td>
<td>20</td>
</tr>
<tr>
<td>23</td>
<td>24*</td>
<td>25*</td>
<td>26*</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>31*</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Martin Luther King Holiday - Jan. 20
- Winter Break - Dec. 23-31, Jan 1-3

### December
<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>8</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>13</td>
<td>14</td>
<td>15</td>
</tr>
<tr>
<td>18</td>
<td>19</td>
<td>20</td>
</tr>
<tr>
<td>23</td>
<td>24</td>
<td>25</td>
</tr>
<tr>
<td>30</td>
<td>31</td>
<td></td>
</tr>
</tbody>
</table>

- Memorial Day - May 25

### January
<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td>13</td>
<td>14</td>
<td>15</td>
<td>16</td>
</tr>
<tr>
<td>19</td>
<td>20</td>
<td>21</td>
<td>22</td>
</tr>
<tr>
<td>24</td>
<td>25</td>
<td>26</td>
<td>27</td>
</tr>
<tr>
<td>29</td>
<td>30</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Closing Day - June 12

### Classified Holidays

- Independence Day: July 4
- Labor Day: Sept. 2
- Veteran's Day: Nov. 11
- Thanksgiving: Nov. 27-29
- Winter Holidays: Dec 24, 25, 31 Jan 1
- Martin Luther King Day: Jan. 20
- Washington's & Lincoln's: Feb. 17, 18
- Spring Holidays: April 10, 13
- Memorial Day: May 25

### Special Dates

- President's Break - Feb. 17-21
- Cesar Chavez - March 30 (closed)
- Spring Break - April 10-17
- Closing Day - June 12

---

## Evergreen School District

---

56
APPENDIX C:

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

HEALTH BENEFITS COMMITTEE

April 14, 2014

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

1. The Association and the District ("parties") acknowledge the challenge of the current state economic crisis and the need for prudent, long term fiscal planning and practices.

2. The parties share a mutual interest in providing high quality education to students which is supported by attracting and retaining exemplary employees with superior salary and benefits.

3. The parties acknowledge that increases in health and welfare costs paid for by the District constitute increases in District budget expenditures for all employees.

4. The parties will work collaboratively to maintain quality benefits, make efforts to minimize any increased cost, and agree to form the Health Benefits Committee for these purposes.

B. Health Benefits Committee: Process

1. The purpose of the Health Benefits Committee ("Committee") is to report findings and options to the Association and District for the purpose of bargaining.

2. The Committee will have access to timely health benefits information to investigate all aspects of health care costs, including, but not limited to, broker fees, providers, plan costs and modifications, prescription drug coverage, plan years, and wellness.

3. The Committee shall be comprised of representatives from ETA, CSEA, and EAA. The Committee shall decide, in a manner of its own determination, whether and when to invite or admit outside consultants and/or agents of the parties to Committee meetings.

4. CSEA shall have two (2) representatives.

5. A trustee of the Evergreen Teachers Association Health and Welfare Trust shall be afforded the opportunity to serve as a member of the Committee.
6. In order to inform negotiations, the Committee’s findings and options will be provided in sufficient time to affect health plans. The Committee shall report to stakeholders by April 15.

7. The Committee will share leadership and will initially utilize a neutral facilitator for its meetings.

For CSEA:

[Signature]
Ginny Gomez, President, CSEA

Dated: April 29, 2014

For the District:

[Signature]
Katherine Gomez, Superintendent

Dated: April 29, 2014
# APPENDIX: D

## CSEA Annual Average Health Cost per FTE

<table>
<thead>
<tr>
<th></th>
<th>FY 12-13 BASE YEAR</th>
<th>FY 13-14</th>
<th>FY 14-15 Estimated</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Annual</td>
<td>Oct 2013</td>
<td>Annual</td>
</tr>
<tr>
<td></td>
<td>%</td>
<td>Cost</td>
<td>FTE</td>
</tr>
<tr>
<td>1 Medical Insurance</td>
<td>104.4</td>
<td>69.33%</td>
<td>14,055</td>
</tr>
<tr>
<td>2 Kaiser</td>
<td>46.15</td>
<td>20.62%</td>
<td>17,312</td>
</tr>
<tr>
<td>3 Base Shield</td>
<td>150.59</td>
<td>100.00%</td>
<td>15,054</td>
</tr>
<tr>
<td>4 Average Annual Cost</td>
<td>219</td>
<td>25.9</td>
<td>18,689</td>
</tr>
<tr>
<td>5 Dental Insurance</td>
<td>164</td>
<td>96.26%</td>
<td>1,783</td>
</tr>
<tr>
<td>8 MetLife</td>
<td>6.38</td>
<td>3.74%</td>
<td>1,077</td>
</tr>
<tr>
<td>9 Average Annual Cost</td>
<td>170.38</td>
<td>100.00%</td>
<td>1,793</td>
</tr>
<tr>
<td>10 Total Annual Average Health Cost Per FTE</td>
<td>16,814</td>
<td>17,133</td>
<td>219</td>
</tr>
</tbody>
</table>
## APPENDIX E: 10 MONTH SUPPLEMENTAL MEDICAL BENEFIT ALLOWANCE
### CLASSIFIED EMPLOYEE

<table>
<thead>
<tr>
<th>Percent</th>
<th>FTE</th>
<th>HOURS</th>
<th>MONTHLY REDUCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>0%</td>
<td>100.00%</td>
<td>8.00</td>
<td>0.00</td>
</tr>
<tr>
<td>3.00%</td>
<td>97.00%</td>
<td>7.76</td>
<td>25.34</td>
</tr>
<tr>
<td>5.00%</td>
<td>95.00%</td>
<td>7.60</td>
<td>42.23</td>
</tr>
<tr>
<td>6.00%</td>
<td>94.00%</td>
<td>7.52</td>
<td>50.68</td>
</tr>
<tr>
<td>6.25%</td>
<td>93.75%</td>
<td>7.50</td>
<td>52.79</td>
</tr>
<tr>
<td>9.00%</td>
<td>91.00%</td>
<td>7.28</td>
<td>76.02</td>
</tr>
<tr>
<td>10.00%</td>
<td>90.00%</td>
<td>7.20</td>
<td>84.46</td>
</tr>
<tr>
<td>12.50%</td>
<td>87.50%</td>
<td>7.00</td>
<td>105.58</td>
</tr>
<tr>
<td>15.00%</td>
<td>85.00%</td>
<td>6.80</td>
<td>126.70</td>
</tr>
<tr>
<td>16.00%</td>
<td>84.00%</td>
<td>6.72</td>
<td>135.14</td>
</tr>
<tr>
<td>17.00%</td>
<td>83.00%</td>
<td>6.64</td>
<td>143.59</td>
</tr>
<tr>
<td>18.75%</td>
<td>81.25%</td>
<td>6.50</td>
<td>158.37</td>
</tr>
<tr>
<td>19.00%</td>
<td>81.00%</td>
<td>6.48</td>
<td>160.48</td>
</tr>
<tr>
<td>20.00%</td>
<td>80.00%</td>
<td>6.40</td>
<td>168.93</td>
</tr>
<tr>
<td>22.00%</td>
<td>78.00%</td>
<td>6.24</td>
<td>185.82</td>
</tr>
<tr>
<td>25.00%</td>
<td>75.00%</td>
<td>6.00</td>
<td>211.16</td>
</tr>
<tr>
<td>28.00%</td>
<td>72.00%</td>
<td>5.76</td>
<td>236.50</td>
</tr>
<tr>
<td>30.00%</td>
<td>70.00%</td>
<td>5.60</td>
<td>253.39</td>
</tr>
<tr>
<td>31.00%</td>
<td>69.00%</td>
<td>5.52</td>
<td>261.84</td>
</tr>
<tr>
<td>31.25%</td>
<td>68.75%</td>
<td>5.50</td>
<td>263.95</td>
</tr>
<tr>
<td>33.00%</td>
<td>67.00%</td>
<td>5.36</td>
<td>278.73</td>
</tr>
<tr>
<td>34.00%</td>
<td>66.00%</td>
<td>5.28</td>
<td>287.18</td>
</tr>
<tr>
<td>35.00%</td>
<td>65.00%</td>
<td>5.20</td>
<td>295.62</td>
</tr>
<tr>
<td>36.00%</td>
<td>64.00%</td>
<td>5.12</td>
<td>304.07</td>
</tr>
<tr>
<td>37.50%</td>
<td>62.50%</td>
<td>5.00</td>
<td>316.74</td>
</tr>
<tr>
<td>38.00%</td>
<td>62.00%</td>
<td>4.96</td>
<td>320.96</td>
</tr>
<tr>
<td>40.00%</td>
<td>60.00%</td>
<td>4.80</td>
<td>337.86</td>
</tr>
<tr>
<td>41.00%</td>
<td>59.00%</td>
<td>4.72</td>
<td>346.30</td>
</tr>
<tr>
<td>42.00%</td>
<td>58.00%</td>
<td>4.64</td>
<td>354.75</td>
</tr>
<tr>
<td>43.75%</td>
<td>56.25%</td>
<td>4.50</td>
<td>369.53</td>
</tr>
<tr>
<td>44.00%</td>
<td>56.00%</td>
<td>4.48</td>
<td>371.64</td>
</tr>
<tr>
<td>46.00%</td>
<td>54.00%</td>
<td>4.32</td>
<td>388.53</td>
</tr>
<tr>
<td>47.00%</td>
<td>53.00%</td>
<td>4.24</td>
<td>396.98</td>
</tr>
<tr>
<td>50.00%</td>
<td>50.00%</td>
<td>4.00</td>
<td>422.32</td>
</tr>
</tbody>
</table>