

TENTATIVE AGREEMENT
between
Evergreen Elementary School District
and
Evergreen Teachers Association

The Evergreen Elementary School District (District) and Evergreen Teachers Association (Association) agree to resolve all issues in negotiations for the 2021-2022, 2022-23, and 2023-2024 school years on the following terms and conditions:

Except as expressly stated herein, all provisions of the collective bargaining agreement shall continue without modification.

1. **Article II: Recognition** of ETA as Bargaining Representative will be amended to provide:
 - a. Newly created certificated positions shall be placed in the bargaining unit unless the position is designated by the District as management, confidential, or supervisory.

2. **Article VII: Hours of Employment**
 - a. The work year for teachers shall be increased to 185 days beginning in the 2022-2023 school year. The additional day shall be used for professional development. The District will increase the salary schedule by an additional half-percent (0.5%) for this additional work day.
 - b. The district will reconvene the calendar committee for the sole purpose of discussing placement of the additional day.
 - c. The work year for Psychologists and Speech Language Pathologists and Social Workers and Counselors shall be increased to 195 days beginning in the 2022-2023 school year. The District will increase the salary schedule by an additional half-percent (0.5%) for this additional work day.
 - d. First, Third, Fourth, and Fifth Thursdays shall be used for teacher planning.
 - e. Each site shall include the certificated staff at the site in the planning and development of professional development activities at the site. In addition, bargaining unit members shall be involved in the development of district-wide professional development.
 - f. Substitute Coverage: When an elementary classroom teacher is assigned additional students due to lack of substitutes, the elementary classroom teacher will receive \$7 per student once they are assigned to the class.
 - g. The district may ask other certificated members (non-classroom teachers), on a voluntary basis, to substitute for classroom teachers when there is no substitute provided by the district and will receive the daily substitute rate.
 - h. An Emergency Substitute Coverage Committee, consisting of certificated staff and district administration, will work in the course of the 2022-2023 to develop clear protocols and processes which will be incorporated into a MOU.

3. Article IX: Class Size

- a. **Preschool Intensive Support Program (ISP) Class Size:**
 - i. For the 2022-2023 and 2023-2024 school years, the District will agree to a Side Letter stating a goal to load Preschool ISP classes to no more than 8 students per teacher. If a 9th student enrolls, an additional trained staff member will be placed in the classroom. Additionally, a meeting will occur with the affected teacher, the Director of Special Education or designee, the Director of Human Resources or designee, and a representative of ETA within 5 working days. Solutions will be explored and agreed upon to resolve the class size and caseload concerns.
 - ii. If the 9th student is enrolled, a stipend shall be paid to the teacher at the rate of \$10.00 per day per student for any student in excess of 8, commencing ten (10) days after the enrollment. The stipend will be retroactive to the first day of enrollment.
 - iii. All other terms of the ISP MOU dated July 2020 will continue to be in effect for the 2022-23 and 2023-2024 school years.
- b. **TK-8th Grade Intensive Support Program (ISP) Class Size:**
 - i. For the 2022-2023 school year, the District will agree to a Side Letter stating a goal to load TK-8th grade ISP classes to no more than 10 students per teacher. If an 11th student enrolls, an additional trained staff member will be placed in the classroom. Additionally, a meeting will occur with the affected teacher, the Director of Special Education or designee, the Director of Human Resources or designee, and a representative of ETA within 5 working days. Solutions will be explored and agreed upon to resolve the class size and caseload concerns.
 - ii. If the 11th student is enrolled, a stipend shall be paid to the teacher at the rate of \$10.00 per day per student for any student in excess of 10, commencing ten (10) days after the enrollment. The stipend will be retroactive to the first day of enrollment.
 - iii. All other terms of the ISP MOU dated July 2020 will continue to be in effect.
- c. **Special Day Class (SDC) Class Size:**
 - i. The district shall load SDC classes to the smallest number practicable. If the 13th student is enrolled, a meeting will occur with the affected teacher, the Director of Special Education or designee, the Director of Human Resources or designee, and a representative of ETA within 5 working days. Solutions will be explored and agreed upon to resolve the class size and caseload concerns.
- d. **Psychologist & Speech Language Therapist Caseloads:** Workload considerations must be addressed when establishing the caseloads of Psychologists and Speech Language Therapists. The caseload of Psychologists and Speech Language Therapist will be determined after reviewing the service requirements and other workload considerations for each individual student on the caseload.

- i. A lead speech language therapist will work with the Director of Pupil Services or other district designated administrator to determine appropriate SLP caseloads and adjust accordingly.
 - ii. A lead psychologist will work with the Director of Pupil Services or other designated district administrator to determine appropriate psychologist caseloads and adjust accordingly.
 - e. TK Class Size:
 - i. Transitional Kindergarten class sizes for the 2022-2023 will be staffed with at least one certificated classroom teacher and one paraprofessional and will not exceed 24 students per class. Transitional Kindergarten class sizes for the 2023-2024 school year and ongoing school years will be staffed with at least one certificated classroom teacher and one paraprofessional and will not exceed 20 students per class.
 - f. Middle School Class Size:
 - i. Each middle school site shall be allocated a maximum of 30 hours per year to compensate teachers at the contractual overtime rate for participating in the development and monitoring of the Master Schedule for the site. Each middle school site shall have the discretion to determine the number of teachers and which teachers will be selected to assist in developing and monitoring the site's Master Schedule.

4. Article XIII: Leaves

- a. Bereavement Additions: Miscarriage, stillbirth, and birth loss will be covered under bereavement (Article 8.7).

5. Article XV: Wages, Health, and Welfare

- a. For the 2021-2022 school year, the base salary schedules will be increased by five percent (5%) retroactive to July 1st, 2021.
- b. For the 2022-2023 school , the base salary schedules will be increased by six percent (6%) effective July 1, 2022.
- c. For the 2023-2024 school, the base salary schedules will be increased by four percent (4%) effective July 1, 2023.
- d. Additional annual stipends for the following unit members will be added to the salary schedule:
 - i. SPED: \$2,250 (All SDC, ISP, RSP, and APE teachers)
 - ii. BCLAD: \$2,000
 - iii. Middle School Athletic Directors: \$2,000
 - iv. Lead Speech Language Therapist: \$1,000
 - v. Lead Psychologist: \$1,000
- e. New Employee Salary Placement:
 - i. Effective as of the 2022-2023 school year, Appendix B Section C 1 of the collective bargaining agreement will be amended to provide:

1. A maximum of ten (10) years of out-of-district experience under a California teaching credential will be allowed for teachers new to the District.
- f. Single Retirees Benefits: Effective beginning with the start of the 2022-2023 coverage year, the district will pay the difference between single retirees and retirees+1 health contributions, ensuring both groups pay the same amount. In other words, the premium amount paid by single retirees and retirees with one dependent shall be the same.