

**Memorandum of Understanding
between
Everett Education Association
and
Everett School District No. 2**

The Everett Education Association (Association) and the Everett School District No. 2 (District) agree to the following terms for a one-year extension to the 2018 – 2020 Collective Bargaining Agreement. The agreement shall now expire on August 31, 2021, with the following amendments:

1. Each cell of the total salary (base salary + TRI/enrichment salary) printed in the CBA for the 2019-20 school year shall be increased by 0.4%.
2. Each cell of the total salary (base salary + TRI/enrichment salary) for the 2020-21 school year shall reflect an increase of either 3.0% or the implicit price deflator identified as the inflationary adjustment to state salary, whichever is greater, from the updated 2019-20 salary schedule described in paragraph 1 above.
3. The per diem rate of pay for the 2019-20 and 2020-21 school years shall be calculated by taking the base salary for each year and dividing by 185 days.
4. All updated and new salary and per diem schedules for the 2019-20 and 2020-21 school years are attached to this MOU and available to the Association prior to their ratification vote.
5. The second and third paragraphs of Section 9.02.B shall be amended as follows to provide compensation for elementary class overages for the duration of the Agreement:

For elementary class sizes over the goals identified below (goals 1, 2, 3, 4, and 5, ~~and 6~~), the District will compensate the affected employee at the rate of \$15 for each student day above the identified goal when one or more students are assigned above the goal. For the elementary class size goal for specialists (goal ~~42~~ 11), the District will compensate the affected employee at the rate of \$2 for each student day for each class above the identified goal when one or more students are assigned above the goal. Student counts will be made on the first student day of each month of the school year beginning in October. Payment amounts will be based on the count day for the remainder of each month. Payment for September shall be made retroactively based on the October count date. Students shall be evenly assigned to teachers at each grade level to assure equitable class sizes. A student who spends fifty-percent (50%) of the student-day in a teacher's classroom for instructional purposes shall be assigned to that teacher's student count.

~~Any compensation provided by Section 9.02.B paragraph two will be suspended for the duration of the Agreement.~~

6. The parties agree to jointly review each MOU previously signed for the 2018-19 and 2019-20 school years and decide if each shall be continued for the 2019-20 and/or 2020-21 school year(s).
7. The parties shall agree to a separate MOU for the purposes of transitioning to the SEBB.
8. The parties agree to continue the Secondary Structures Advisory Team and to continue conversations on how to address issues outlined in Section 8.11.D.2-4 prior to the expiration of this MOU/extended CBA. The parties agree that the committee will finalize recommendations to possibly implement structural changes responsive to issues outlined in 8.11.D.2-4 by June 15, 2020.
9. The Orchestra stipend in Section 8.05.A shall be moved to Group A effective with the 2019-20 school year.

10. Section 5.11.D.4.g shall be amended as follows:
 Employees with at least 0.5 FTE are allowed to transfer or be reassigned once each school year to a position with a greater FTE under the provisions in paragraph c and Section 5.11.C above.
11. The parties agree to begin a Counselor TPEP pilot program as described in a separate MOU.
12. A work year calendar for the 2020-21 school year shall be made available to the Association prior to their ratification vote.
13. The parties agree to meet and discuss the regular and ongoing reports the District generates and provides to the Association. The parties agree there may be mutual changes to the reports provided.
14. The District and Association agree to commit to a robust Labor Management relationship to address issues as they arise for the duration of this agreement.
15. Section 5.07.D.4 shall be amended to read as follows:
 4. Recognize and support an employee's right to temporarily exclude a student who creates a disruption of the educational process in violation of the building disciplinary standards while under the teacher's immediate supervision from his/her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the teacher has conferred with the principal or designee, whichever occurs first. Prior to excluding a student, except in emergency circumstances, the employee shall have attempted one or more alternative forms of corrective action. ~~In no case shall an excluded student be returned for the balance of that class or activity period without the consent of the employee.~~ In no event without the consent of the employee may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his/her designee and the employee have conferred.

Everett School District No. 2

Everett Education Association

 Dr. Ian B. Saltzman, Superintendent

 Jared Kink, President

 Date

 Date