

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

SCHOOL CONSOLIDATION

This Memorandum of Understanding ("MOU") is made and entered into by and between the Evergreen Elementary School District ("District") and the Evergreen Teachers Association ("ETA") based on the terms and conditions specified below.

This MOU is intended to address issues with the school consolidations at the end of the 2019-2020 school year, and shall not create a past practice or be precedent setting. This MOU becomes effective only after the school board approves the closure of 2 schools sites at the February 13, 2020 school board meeting.

Timeline

|                |  |
|----------------|--|
| March 9, 2020  | Teacher Transfer Questionnaires will be disseminated to all certificated staff members.                          |
| March 23, 2020 | Teacher Transfer Questionnaires will be due to the District.   |
| April 3, 2020  | Certificated staff members will be notified of new positions by the Assistant Superintendent of Human Resources. |

A. Transfer Process:

1. The District will provide half-day release time to certificated members at closed sites to visit schools with available vacancies between March 9, 2020 and March 23, 2020 upon request.
2. Teacher Transfer Questionnaires will include vacancies by site and grade level spans: TK-K, 1-3<sup>rd</sup>, and 4-6<sup>th</sup>. For middle schools, subject area vacancies will be listed by school site. Special programs for each site (SEAL, PBL, STEAM, Dual Language, etc.) will be listed.

3. The Assistant Superintendent of Human Resources will work collaboratively with displaced staff at closed sites regarding their preferences prior to being assigned to new sites.
4. After notification of placement, certificated staff members from closed schools can request release from after school meetings to attend meetings (staff, grade level, and/or collaboration meetings) at their newly assigned site. Requests will be coordinated between principals at both sites.

**B. Compensation:**

1. Members from closed sites will be provided 15 hours of compensation, at the contractual overtime rate, in the July 2020 pay warrant for additional work to pack and clear classrooms.
  - a. Teachers from closed sites with temporary status will be afforded the same compensation for packing and clearing classrooms.
2. Members from closed sites will be provided 15 hours of compensation, at the contractual overtime rate, in the September 2020 pay warrant for additional work to unpack and set-up classrooms.
  - a. Teachers from closed sites with temporary status who are rehired prior to the end of the 2019-2020 school year, will be afforded the same compensation for unpacking and setting-up classrooms.
3. Specialists (Psychologists, Resource, Speech, and APE) at closed and receiving sites will receive up to three (3) hours of overtime compensation to meet for articulation and transition of affected students.

**C. Logistics:**

1. The District will provide boxes, packing materials, and labels to each member required to pack their classroom as a result of school closure.
2. Classroom Pack-up will include:
  - a. Cleaning out all desks
  - b. Removing all wall decorations and rolling up rugs
  - c. Emptying and packing cupboards, bookcases, drawers, and all other storage areas (nothing should be left on the floor)
3. Teachers will follow all site end-of-the-year and Business Services Subcommittee procedures, including timelines for packing, unpacking, and set-up.

4. The District designated movers will be responsible for moving packed boxes and furniture.
5. The District IT staff and/or designated movers will pack and move IT/AV equipment.
6. Classroom technology will follow the teacher whenever possible, dependent on Federal purchasing guidelines.
7. Furniture, materials, and supplies purchased with donations will follow the teacher to the new site.
  - a. Furniture, materials, and supplies purchased with district funds or donations will remain the property of the district if the teacher does not return for the 2020-2021 school year.
8. Remaining donated funds in teachers' budgets will follow teachers to their new sites for the next school year.

On Behalf of the District

  
Cesar Torrico  
Assistant Superintendent  
of Human Resources

Date

On Behalf of the Association

  
Suzanne Lima  
ETA Bargaining Chair

Date