Memorandum of Agreement Between the Everett Teachers Association, Unit C And the Everett School Committee

The parties hereby agree to the following changes to the July 1, 2019 through June 30, 2021 collective bargaining agreement:

- 1. Article 1, Recognition, page 1, Delete Attendance Officers and TV Studio personnel.
- 2. Article 2, Scope, page 1, Delete "Scope" and replace with "Non-Discrimination/Severability Clause"

"In acknowledgement of the harms and inequities caused by systemic racism, the parties agree that anti-racist policies and and practices are a priority, agree to collaborate on anit-racist action, including but not limited to including bargaining unit members in all anti-racism, inclusion and diversity and equity trainings and exploring ways to hire, support, and retain individuals from underrepresented populations.

The School District will work with the Association to develop plans to recruit, employ, and retain individuals from underrepresented populations within the bargaining unit. Upon hire, new employees will be supported and mentored through district-wide initiatives and activities. The Parties agree to commence this work no later than thirty days after the ratification of the successor agreement."

- 2. Article 4, Grievance Procedure, Section 3. General Procedure, Level one, pages 2-3, replace 'Paraprofessional' with "Administrative Assistant."
- 3. Article 5, Work Hours/Work Years, page 5, Modify section 21 to read: "The work year shall be twelve (12) months from July 1 to the following June 30."
- 4. Article 6, Evaluation, Discipline, Resignation, Section 1, pages 4-5, Replace with the following:

"The work performance of each administrative assistant will be evaluated twice per year: mid-term and at the end of the year according to the performance rubric attached as Appendix A. After receiving an unsatisfactory rating in any two performance rubric categories on a mid-term evaluation, an administrative assistant will be placed on an improvement plan. If an Administrative Assistant receives another unsatisfactory

rating in any two performance rubric categories in the end of the year evaluation, they may be subject to termination from employment.

Administrative Assistants placed on an improvement plan may bring an Association Representative of their choice to all meetings related to their performance."

The parties agree to meet within one week after June 30, 2023 to discuss and re-visit the implementation of the modifications to the evaluation rubric and process. Any agreed upon modifications will be memorialized."

- 5. Article 7, Seniority, Transfers and Layoffs, Section 2, Notice of Vacant Positions, Replace with the following:
- "2, page 5. For purposes of the Agreement, a vacancy shall be defined as any position which becomes vacant as a result of death, retirement, resignation, termination or is newly created."
- "3.b, page 5, Involuntary transfers from one building to another will be determined by the Superintendent. The best interests of the District will be used to determine which member is to be transferred."
- 6. Article 8, Paid Leave of Absence, Section 1. Sick Leave, subsection (a), second sentence, Modify as follows:

"Sick days may accumulate from year to year up to a total accumulation of 180 days."

Article 8, Paid Leave of Absence, Section 2, Sick Leave Bank. subsection b, pages 6-7, Replace the current language with the following:

- "Effective July 1, 2022, members of the administrative assistant staff will annually donate one sick day to the sick bank. In addition, at the end of each school year, administrative assistants will be invited to donate their "over maximum" sick days to the Sick Bank."
- 8. Article 9, Parental Leave, Section 3, pages 8-9, Modify as follows:
- "Administrative Assistants who give birth may use their accrued paid sick time in order to receive pay **for up to twelve (12) weeks**, if they wish to do so, excepting that if the birth occurs during a period that school is not in session, then it shall commence with the first work day that school is in session. After an administrative assistant has used all accrual time, any remaining time of parental leave will be unpaid.

Eligible administrative assistants may petition the sick bank in accordance with the

parameters set out in the collective bargaining agreement. The 12 weeks runs concurrently with the Family Medical Leave Act (FMLA), in accordance with Article 9, Section 5."

9.	Article 11, Compensation, page, 10, Increase as follows:	
5% Retroactive compensation for July 1, 2021 to June 30, 2022 Effective July 1, 2022, increase compensation by 5% Effective July 1, 2023, increase compensation by 5%		
10.	Article 11, Compensation, Longevity, page 11, Add the following:	
Ten (10) years of service: \$1,000		
11.	Article 12, Severance	
Increase 130 days to 150 days.		
12. Article 17, Duration, page 12, update as follows:		
This contract is in effect from July 1, 2021 until June 30, 2023.		
This Memorandum of Agreement is subject to the ratification of the parties.		
For the	e Everett Teachers Association:	For the Everett School Committee:
Dated:		Dated: