

MEMORANDUM OF UNDERSTANDING

Between

Evergreen School District (District) And Evergreen Teachers Association (ETA)

SPEECH AND LANGUAGE PATHOLOGIST AND PSYCHOLOGIST POSITIONS

The Evergreen Teachers Association and the Evergreen Elementary School District make the following agreement regarding the resolutions of issues connected to the immediate need for individuals performing the work of Speech and Language Pathologists (SLP) and Psychologists.

1. The District acknowledges that teaching, counseling, speech therapy, school psychologist, behavior management specialist and school nurse services in all educational programs for the Evergreen students are the exclusive work of the members of the certificated Bargaining Unit, as agreed to in Section 2.1 of the Collective Bargaining Agreement.
2. ETA acknowledges that there may be special situations in which all legitimate efforts made by the District still fail to produce acceptable certificated recruits for SLPs and Psychologist positions. In such instances, the District shall notify the ETA President in writing of the specific certificated vacancies, as well as efforts it has made, and continues to make, to recruit qualified persons to become employees. The list shall be provided to the ETA President at least once each month for the duration of this MOU.
3. The District is committed to place a certificated employee and Bargaining Unit Member in all open SLP and Psychologist positions, and shall continue to actively advertise and recruit for appropriate certificated SLPs and Psychologists.
4. In recognition of the need for SLPs and Psychologists, and in return for the assurance contained in the MOU, ETA agrees to waive section 2.1 of the Collective Bargaining Agreement for the duration of the 2022-2023 academic year as it relates to the temporary contracting with an external agency or individual to provide SLP and Psychologist work.
5. Within five business days of contracting with an external agency or individual, pursuant to this MOU, the District shall furnish the ETA President the names and work sites of all individuals who will provide SLP and Psychologist work, as well as copies of all the employment contracts and documents, including rates of compensation. The District

shall pay to the Bargaining Unit, the "ETA only" dues for the period of employment of these non-bargaining unit members.

6. The agreements in this MOU shall be honored by the Association and the District. Alleged violations of the terms of this MOU shall be subject to the grievance process as specified in the Collective Bargaining Agreement. This MOU is for the 2022-2023 school year and it expires on June 30, 2023. This MOU establishes no past practice or precedent between the Parties beyond what is set forth above.

Date signed: August 12, 2022

Evergreen Teachers Association

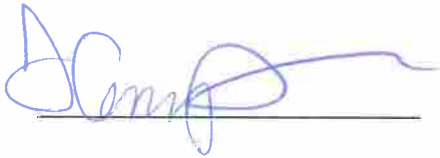
Evergreen Elementary School District



Suzanne Lima, *ETA President*



Dr. Antoine Hawkins, Superintendent



Tami Compton, *ETA*



Aaron Brengard, *Interim Director of Personnel*



Susana Machado, *ETA*