

**Tentatively Agreed Upon Changes for  
a New Memorandum of Understanding  
Between the Board of Education of the City of St. Louis and  
the American Federation of Teachers, Local Union 420**

December 23, 2020

**I. INTRODUCTION:**

After three months of good faith negotiating between representatives of the Board of Education of the City of St. Louis and the representatives of the American Federation of Teachers, Local Union 420, the following constitutes the tentatively agreed upon items between the parties. Both the representatives of the Board of Education of the City of St. Louis and the representatives of the American Federation of Teachers, Local Union 420 recommend the approval and adoption of the following Non-Economic and Economic terms for incorporation into a new three-year Memorandum of Understanding between the Board of Education of the City of St. Louis and the American Federation of Teachers, Local Union 420, which will be effective July 1, 2020 and expire on June 30, 2023.

**II. TENTATIVELY AGREED NON-ECONOMIC TERMS:**

<b>Page 1, PREAMBLE</b>
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**PREAMBLE**

**Current language:**

*This Policy Statement has been compiled following a series of meetings and discussions held between the representatives of the Special Administrative Board of the Transitional School Board of the City of St. Louis (the "Board") and AFT St. Louis, Local 420 (sometimes referred to as the "Union" or "Local 420"), individually "Party" or collectively "Parties."*

*AFT St. Louis, Local 420, represents professional teachers and other employees who have an interest in educational excellence. The persons represented are specified within this Policy Statement. This interest is far beyond the scope of a Policy Statement governing terms and conditions of employment.*

*The Board and the Union recognize that the development of a quality educational program for the children of the St. Louis Public Schools ("District") is a joint responsibility, and is of paramount importance. In entering into this Policy Statement, both the Board and the Union recognize that the experience, creativity and the judgment of both Parties are necessary to fulfill the educational needs of the community.*

*This Policy Statement contains provisions relating to terms and conditions of employment and it also provides for a system of communication and consultation whereby the Superintendent of the District (or his/her designee), his staff and school principals, shall meet regularly with representatives of the Union, as provided herein, to discuss matters furthering their joint interest in educational excellence, as well as matters relating to the implementation of this Policy*

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*Statement. This Policy Statement is subject to Missouri and Federal laws and Board Policies, Regulations and/or Resolutions.*

*The provisions of this Policy Statement shall not be modified during the term of this Policy Statement, absent mutual agreement of the Parties, or a declaration by the Board that an emergency exists, as set forth herein. The Board and Union mutually pledge to subscribe to its terms with patience, understanding and good will.*

*All matters of discipline and discharge that are applicable and subject to Sections 168.221 and 168.251 through 168.291 of the Revised Statutes of Missouri are excluded from some articles and provisions located within this Policy Statement. Further, in the event of legislation which affects the terms of this Policy Statement, the Policy Statement shall incorporate such legislation, as if in the effective Policy Statement.*

*Within the framework of its statutory authority and consistent with the law, the Board hereby declares its policy, with regard to working conditions and conditions of employment relating to employees specifically referred to in this Policy Statement, to be as follows:*

**Agreed Upon Revised Language:**

*This Memorandum of Understanding ("MOU") Policy Statement has been compiled following a series of meetings and discussions held between the representatives of the Board of Education of the City of St. Louis Special Administrative Board of the Transitional School Board of the City of St. Louis (the "Board") and AFT St. Louis, Local 420 (sometimes referred to as the "Union" or "Local 420"), individually "Party" or collectively "Parties."*

*AFT St. Louis, Local 420, represents professional teachers and other employees who have an interest in educational excellence. The persons represented are specified within this Policy Statement. This interest is far beyond the scope of a MOU Policy Statement governing terms and conditions of employment.*

*The Board and the Union recognize that the development of a quality educational program for the children of the St. Louis Public Schools ("District") is a joint responsibility, and is of paramount importance. In entering into this MOU Policy Statement, both the Board and the Union recognize that the experience, creativity and the judgment of both Parties are necessary to fulfill the educational needs of the community.*

*This MOU Policy Statement contains provisions relating to terms and conditions of employment and it also provides for a system of communication and consultation whereby the Superintendent of the District (or his/her designee), his staff and school principals, shall meet regularly with representatives of the Union, as provided herein, to discuss matters furthering their joint interest*

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*in educational excellence, as well as matters relating to the implementation of this ~~MOUPolicy Statement~~. This ~~MOUPolicy Statement~~ is subject to Missouri and Federal laws and Board Policies, Regulations and/or Resolutions.*

*The provisions of this ~~MOUPolicy Statement~~ shall not be modified during the term of this ~~MOUPolicy Statement~~, absent mutual agreement of the Parties, or a declaration by the Board that an emergency exists, as set forth herein. The Board and Union mutually pledge to subscribe to its terms with patience, understanding and good will.*

*All matters of discipline and discharge that are applicable and subject to Sections 168.221 and 168.251 through 168.291 of the Revised Statutes of Missouri are excluded from some articles and provisions located within this ~~MOUPolicy Statement~~. Further, in the event of legislation which affects the terms of this ~~MOUPolicy Statement~~, the ~~MOUPolicy Statement~~ shall incorporate such legislation, as if in the effective ~~MOUPolicy Statement~~.*

*Within the framework of its statutory authority and consistent with the law, the Board hereby declares its policy, with regard to working conditions and conditions of employment relating to employees specifically referred to in this Policy Statement, to be as follows:*

<b>Page 2, SECTION A, BASIC PROVISIONS ARTICLE I, DISCUSSION PROCEDURE</b>
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**ARTICLE I, Section A**

**Current language:**

- A. The Board or its designee(s) shall meet on request with the Union, through its representatives, and shall confer on and fully discuss with intent to reach an understanding on all matters relating to wages, hours and other conditions of employment for employees. Upon the completion of the meeting(s) as provided above, any changes in the existing Policy Statement shall be reduced to writing and presented to the Board for approval at its next regularly scheduled meeting, whenever possible.

**Agreed Upon Revised Language:**

- A. The Board or its designee(s) shall meet on request with the Union, through its representatives, and shall confer on and fully discuss with intent to reach an understanding on all matters relating to wages, hours and other conditions of employment for employees. Upon the completion of the meeting(s) as provided above, any changes in the existing ~~MOUPolicy Statement~~ shall be reduced to writing and presented to the Board for approval at its next regularly scheduled meeting, whenever possible.

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<b>Page 2, SECTION A, BASIC PROVISIONS ARTICLE I, DISCUSSION PROCEDURE</b>
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**ARTICLE I, Section B**

**Current language:**

- B. Pursuant to the foregoing, any requests by the Union for change in an existing Policy Statement shall be submitted by April 1st of any given academic year in which the Policy Statement is in effect. The stated time lines may be waived by mutual written consent of the Parties. The Parties shall use their best efforts so that negotiations commence no later than April 30th and conclude no later than August 1st, if possible. The Board or Union may submit additional requests after discussions have begun, as issues come to their attention during negotiations.

**Agreed Upon Revised Language:**

- B. Pursuant to the foregoing, any requests by the Union for change in an existing MOU ~~Policy Statement~~ shall be submitted by April 1st of any given academic year in which the MOU ~~Policy Statement~~ is in effect. The stated time lines may be waived by mutual written consent of the Parties. The Parties shall use their best efforts so that negotiations commence no later than April 30th and conclude no later than August 1st, if possible. The Board or Union may submit additional requests after discussions have begun, as issues come to their attention during negotiations.

<b>Page 3, SECTION A, BASIC PROVISIONS ARTICLE III, POLICY PRACTICE</b>
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**ARTICLE II, Section A**

**Current language:**

- A. The Board or its representatives shall strive to maintain the terms of the Policy Statement and not reduce benefits presently provided the employees, provided there are sufficient funds to maintain such benefits. Before any reduction is imposed, the Union may request an income and costs analysis of such benefits reductions.

**Agreed Upon Revised Language:**

- A. The Board or its representatives shall strive to maintain the terms of the MOU ~~Policy Statement~~ and not reduce benefits presently provided the employees, provided there are

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sufficient funds to maintain such benefits. Before any reduction is imposed, the Union may request an income and costs analysis of such benefits reductions.

<b>Page 3, SECTION A, BASIC PROVISIONS ARTICLE II, POLICY PRACTICE</b>
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**ARTICLE II, Section B**

**Current language:**

- B. Except as otherwise stated, the Board shall make no changes to the Policy Statement without having given written advance notice to the Union to allow sufficient time for discussion thereon prior to any action by the Board, if discussion is requested by the Union. Notwithstanding the foregoing, certain provisions of this Policy Statement shall not be modified during the term of this Policy Statement absent mutual agreement of the Parties. However, some provisions may be terminated and negotiations resumed upon a unanimous Board vote that an emergency exists relating to that provision(s). Further, in the event of legislation which affects the terms of this Policy Statement, the Policy Statement shall incorporate such legislation as if in the effective Policy Statement.

**Agreed Upon Revised Language:**

- B. Except as otherwise stated, the Board shall make no changes to the MOUPolicy Statement without having given written advance notice to the Union to allow sufficient time for discussion thereon prior to any action by the Board, if discussion is requested by the Union. Notwithstanding the foregoing, certain provisions of this Policy Statement MOU shall not be modified during the term of this MOUPolicy Statement absent mutual agreement of the Parties. However, some provisions may be terminated and negotiations resumed upon a majority ~~unanimous~~ Board vote that an emergency exists relating to that provision(s). Further, in the event of legislation which affects the terms of this MOUPolicy Statement, the MOUPolicy Statement shall incorporate such legislation as if in the effective MOUPolicy Statement.

<b>Page 3, SECTION A, BASIC PROVISIONS ARTICLE II, POLICY PRACTICE--</b>
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**ARTICLE II, Section C**

**Current language:**

- C. The Parties to this Policy Statement will communicate with each other via facsimile (fax), electronic mail (e-mail), hand-delivery, U.S. mail, in-person or otherwise by a recognized

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commercial delivery service, and each such method shall constitute a written communication for purposes of this Policy Statement.

**Agreed Upon Revised Language:**

- C. The Parties to this MOUPolicy Statement will communicate with each other via facsimile (fax), electronic mail (e-mail), hand-delivery, U.S. mail, in-person or otherwise by a recognized commercial delivery service, and each such method shall constitute a written communication for purposes of this MOUPolicy Statement.

<b>Page 3, SECTION A, BASIC PROVISIONS ARTICLE II, POLICY PRACTICE</b>
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**ARTICLE II, Section D**

**Current language:**

- D. The Board, Superintendent of the District or other administrators shall make no administrative change which would invalidate any provision contained in this Policy Statement.

**Agreed Upon Revised Language:**

- D. The Board, Superintendent of the District or other administrators shall make no administrative change which would invalidate any provision contained in this MOUPolicy Statement.

<b>Page 4, SECTION A, BASIC PROVISIONS ARTICLE III, MANAGEMENT PREROGATIVES</b>
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**ARTICLE III, UNTITLED**

**Current language:**

It is recognized that the management of the school system and the direction of the teaching staff and all other employees are reserved exclusively to the Board, except that any actions of the Board, Superintendent, or his/her staff, under the foregoing, shall not be inconsistent with the provisions of this Policy Statement.

Except as set forth in this Agreement, the Special Administrative Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law. All matters within the scope of bargaining have been

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negotiated and agreed upon as set forth herein. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and the Union.

**Agreed Upon Revised Language:**

It is recognized that the management of the school system and the direction of the teaching staff and all other employees are reserved exclusively to the Board, except that any actions of the Board, Superintendent, or his/her staff, under the foregoing, shall not be inconsistent with the provisions of this MOUPPolicy Statement.

Except as set forth in this Agreement, the ~~Special Administrative Board~~ hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law. All matters within the scope of bargaining have been negotiated and agreed upon as set forth herein. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and the Union.

<b>Page 6, SECTION A, BASIC PROVISIONS ARTICLE V, GRIEVANCE PROCEDURES</b>
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**ARTICLE V, Section A**

**Current language:**

- A. A grievance is defined as a claimed violation, misinterpretation or misapplication of the Policy Statement. A grievance may also be a claim of unprofessional behavior by the Board or its supervisors. If any employee feels unfairly treated through the misapplication of any of the provisions of this Policy Statement, the employee shall utilize the following grievance procedure:

**Agreed Upon Revised Language:**

- A. A grievance is defined as a claimed violation, misinterpretation or misapplication of the MOUPPolicy Statement. ~~A grievance may also be a claim of unprofessional behavior by the Board or its supervisors.~~ If any employee feels unfairly treated through the misapplication of any of the provisions of this MOUPPolicy Statement, the employee shall utilize the following grievance procedure:

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<b>Page 7, SECTION A, BASIC PROVISIONS ARTICLE V, GRIEVANCE PROCEDURE</b>
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**ARTICLE V, Section A(6)**

**Current language:**

6. The arbitrator shall have no power to add to or subtract from the terms of this Policy Statement.

**Agreed Upon Revised Language:**

6. The arbitrator shall have no power to add to or subtract from the terms of this MOU Policy Statement.

<b>Page 7, SECTION A, BASIC PROVISIONS ARTICLE V, GRIEVANCE PROCEDURE</b>
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**ARTICLE V, Section A(7)**

**Current language:**

7. If a dispute exists concerning the arbitrability of an issue referred to arbitration, the issue of arbitrability shall be the first issue before the arbitrator and no other matter will be considered by the arbitrator until the question of arbitrability is resolved. All matters of discipline and discharge that are subject to Sections 168.221 and 168.251-168.291 of the Missouri Revised Statutes are excluded from these grievance and arbitration provisions. To the extent that, during the term of this Policy Statement there is a change in the law that would permit reference of matters subject to Sections 168.221 and 168.251-168.291, to the process set forth in this Article, the Parties shall meet and confer regarding an amendment to this Article V to accomplish that purpose.

**Agreed Upon Revised Language:**

7. If a dispute exists concerning the arbitrability of an issue referred to arbitration, the issue of arbitrability shall be the first issue before the arbitrator and no other matter will be considered by the arbitrator until the question of arbitrability is resolved. All matters of discipline and discharge that are subject to Sections 168.221 and 168.251-168.291 of the Missouri Revised Statutes are excluded from these grievance and arbitration provisions. To the extent that, during the term of this MOU ~~Policy Statement~~ there is a change in the law that would permit reference of matters subject to Sections 168.221 and 168.251-



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168.291, to the process set forth in this Article, the Parties shall meet and confer regarding an amendment to this Article V to accomplish that purpose.

<b>Page 8, SECTION A, BASIC PROVISIONS ARTICLE V, GRIEVANCE PROCEDURE</b>
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**ARTICLE V, Section C**

**Current language:**

- C. The provisions of this Article shall not be modified during the term of this Policy Statement, absent mutual agreement of the Parties, or a declaration by the Board that an emergency exists, as set forth herein.

**Agreed Upon Revised Language:**

- C. The provisions of this Article shall not be modified during the term of this MOU Policy Statement, absent mutual agreement of the Parties, or a declaration by the Board that an emergency exists, as set forth herein.

<b>Page 9, SECTION A, BASIC PROVISIONS ARTICLE VI, UNION RIGHTS</b>
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**Section A, Majority Rights**

**Current language:**

- A. Majority Rights
3. The Union shall have the right to email or otherwise electronically communicate with employees of the Board individually or as a group.

**Agreed Upon Revised Language:**

- A. Majority Rights
3. The Union shall have the right to email or otherwise electronically communicate with employees of the Board individually or as a group. Employees receiving such communication shall refrain from doing so during on duty.

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<b>Page 9, SECTION A, BASIC PROVISIONS ARTICLE VI, UNION RIGHTS</b>
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**Section B, Leave for Union Activity**

**Current language:**

**B. Leave for Union Activity**

1. Any employee (not more than six (6) teachers and/or four (4) non-certificated employees at a time) elected or appointed to any full-time position in the Union shall be given a leave of absence; provided, however, that any such leave shall only be given for a full semester or a full school year and not for a part of a semester. The employee shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor. The absence shall not be construed as a break in service for any purpose, except for probationary employees whose leave time cannot be counted for the purpose of achieving permanent status.

**The Board's Final Proposal**

**B. Leave for Union Activity**

1. Any employee in good standing (not more than six (6) teachers and/or four (4) non-certificated employees at a time) elected or appointed to any full-time position in the Union shall be given a leave of absence; provided, however, that any such leave shall only be given for a full semester or a full school year and not for a part of a semester. For purposes of this section, "in good standing" shall mean an employee who is not then subject to a Performance Improvement Plan or who has not been on a Performance Improvement Plan for the six-month period immediately preceding the request for leave of absence. The employee shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor. The absence shall not be construed as a break in service for any purpose, except for probationary employees whose leave time cannot be counted for the purpose of achieving permanent status.

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<b>Page 12, SECTION A, BASIC PROVISIONS ARTICLE VI, UNION RIGHTS</b>
--

**Section J, Teacher/Employee Advisory Committee (TEAC)**

**Current language:**

**J. Teacher/Employee Advisory Committee (TEAC)**

1. The principal of each school and a Teacher/Employee Advisory Committee shall meet once a month during the school year, at an agreed upon time which would not interfere with classroom activity, to discuss ideas which may facilitate the accomplishment of the school's mission.

Such a committee of not more than seven (7) shall be selected by the faculty of the school and shall include the building representative. Such committee shall include employees from the bargaining units: no more than four (4) will be selected from the certificated bargaining unit, and no more than two (2) will be selected from the non-certificated bargaining units, plus the building representative(s).

2. Where schools have two (2) or more administrative units under one principal, the faculty of each unit shall select at least one committee member representing the unit.
3. Any meetings of said committee shall be strictly advisory in nature and shall in no way diminish the authority or responsibility of the principal to administer the affairs of the school.
4. Work locations other than schools shall have an advisory committee functioning in the same manner as the TEAC but shall be composed of a maximum of three (3) bargaining unit members working at that location and elected by the staff of that location.
5. When an issue affecting the overall accomplishment of a work site's mission remains unresolved for more than thirty (30) days by the Teacher/Employee Advisory Committee and the principal or immediate supervisor, it may be referred to the appropriate Associate Superintendent for review.

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**Agreed Upon Revised Language:**

**J. Teacher/Employee Advisory Committee (TEAC)**

1. The principal of each school and a Teacher/Employee Advisory Committee shall meet once a month during the school year, at an agreed upon time which would not interfere with classroom activity, to discuss ideas which may facilitate the accomplishment of the school's mission. Any monthly meeting may be cancelled, but only upon mutual agreement between the principal and building representative.

Bargaining unit members will receive prior notification before any formation/appointment of a TEAC. Such a committee of not more than seven (7) shall be selected by the faculty of the school and shall include the building representative. Such committee shall include employees from the bargaining units: no more than four (4) will be selected from the certificated bargaining unit, and no more than two (2) will be selected from the non-certificated bargaining units, plus the building representative(s).

If more than four (4) certificated staff members and/or more than two (2) non-certificated staff members seek appointment to a committee, appointments will be determined by an election procedure wherein all non-administrative staff members are allowed to participate in the voting process.

2. Where schools have two (2) or more administrative units under one principal, the faculty of each unit shall select at least one committee member representing the unit.
3. Any meetings of said committee shall be strictly advisory in nature and shall in no way diminish the authority or responsibility of the principal to administer the affairs of the school.
4. Work locations other than schools shall have an advisory committee functioning in the same manner as the TEAC but shall be composed of a maximum of three (3) bargaining unit members working at that location and elected by the staff of that location.
5. When an issue affecting the overall accomplishment of a work site's mission remains unresolved for more than thirty (30) days by the Teacher/Employee Advisory Committee and the principal or immediate supervisor, it may be referred to the appropriate Associate Network Superintendent for review.

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<b>Page 12, SECTION A, BASIC PROVISIONS ARTICLE VI, UNION RIGHTS</b>
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**ARTICLE VI, Section G(2)(b), Posting and Distribution of Union Literature on Bulletin Boards and in School Mailboxes**

**Current language:**

- (b) All other Union literature may state views opposing Board and administration policies so long as it remains in good taste. Such literature shall not suggest, urge or propose action by employees in contravention of any Board or administrative order or directive, violation of this Policy Statement or interruption of normal employee duties.

**Agreed Upon Revised Language:**

- (b) All other Union literature may state views opposing Board and administration policies so long as it remains in good taste. Such literature shall not suggest, urge or propose action by employees in contravention of any Board or administrative order or directive, violation of this MOU ~~Policy Statement~~ or interruption of normal employee duties.

<b>Page 12, SECTION A, BASIC PROVISIONS ARTICLE VI, UNION RIGHTS</b>
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**ARTICLE VI, Section G(3), Posting and Distribution of Union Literature on Bulletin Boards and in School Mailboxes**

**Current language:**

3. The Union shall have the right to place literature and notices in the physical or email mailboxes of employees, provided such material is not in violation of any of the provisions set forth in this section. Communications from other organizations which do not purport to represent the employees referred to in this Policy Statement may also be placed in the employees' mailboxes, subject to such rules as may be prescribed by the Board. Courtesy copies of all such material shall be presented to the principal or head of a location before being placed in mailboxes and any questions relative thereto shall be resolved in the same manner as described above in this section.

**Agreed Upon Revised Language:**

3. The Union shall have the right to place literature and notices in the physical or email mailboxes of employees, provided such material is not in violation of any of the provisions

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set forth in this section. Communications from other organizations which do not purport to represent the employees referred to in this ~~Policy Statement~~ MOU may also be placed in the employees' mailboxes, subject to such rules as may be prescribed by the Board. Courtesy copies of all such material shall be presented to the principal or head of a location before being placed in mailboxes and any questions relative thereto shall be resolved in the same manner as described above in this section.

<b>Page 12, SECTION A, BASIC PROVISIONS ARTICLE VI, UNION RIGHTS</b>
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**ARTICLE VI, Section I, Labor/Management Meetings**

**Current language:**

- I. The Superintendent shall, upon request of the Union, meet with representatives of the Union at least once a month during the school calendar year at a mutually agreeable time to discuss matters of educational policy and matters relating to the effective implementation of Board policies and this Policy Statement as they may affect employees covered by this Policy Statement.

**Agreed Upon Revised Language:**

- I. The Superintendent shall, upon request of the Union, meet with representatives of the Union at least once a month during the school calendar year at a mutually agreeable time to discuss matters of educational policy and matters relating to the effective implementation of Board policies and this ~~Policy Statement~~ MOU as they may affect employees covered by this ~~Policy Statement~~ MOU.

<b>Page 13, SECTION A, BASIC PROVISIONS ARTICLE VI, UNION RIGHTS</b>
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**ARTICLE IV, Section K, Information and Statistics**

**Current language:**

- K. Copies of information, statistics, scattergrams and records which are relevant to discussions between the Board and the Union on wages and working conditions or necessary for the implementation of the terms of this Policy Statement shall be made available by either Party upon the request of the other. This provision shall not apply to any confidential or privileged material.

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**Agreed Upon Revised Language:**

- K. Copies of information, statistics, scattergrams and records which are relevant to discussions between the Board and the Union on wages and working conditions or necessary for the implementation of the terms of this ~~Policy Statement~~ MOU shall be made available by either Party upon the request of the other. This provision shall not apply to any confidential or privileged material.

<b>Page 15, SECTION A, BASIC PROVISIONS ARTICLE VII, EMPLOYEE PROTECTION &amp; SAFETY</b>
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**Section D, Student Transportation**

**Current language:**

- A. Student Transportation
1. In the event a student requires transportation after a school sponsored activity has terminated, and the employee is the sponsor of such activity. The employee shall be empowered to call the local police department for transportation of said student(s) ; but employee shall not be liable for actions taken by the employee, if the police refuse to transport such student(s) and the employee notified or attempted to notify employee's principal or supervisor and received no directives from the principal or supervisor.

**Agreed Upon Revised Language:**

- B. Student Transportation
1. In the event a student requires transportation after a school sponsored activity has terminated, and the employee is the sponsor or such activity, the employee will first take all reasonable steps to contact the student(s) parent(s), guardian(s), and all other available contacts designated as authorized pick-up agents. Thereafter, the employee shall be empowered to call the local police department for transportation of said student(s); but employee shall not be liable for actions taken by the employee, if the police refuse to transport such student(s) and only after the employee notified or attempted to notify District security, employee's principal or supervisor and received no directives from District security, the principal or supervisor. In no circumstances are employees allowed to transport students in their own personal vehicles.

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<b>Page 16, SECTION A, BASIC PROVISIONS ARTICLE VII, EMPLOYEE PROTECTION AND SAFETY</b>
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**ARTICLE VII, Section E(4), Assault to Employee**

**Current language:**

**None**

**Agreed Upon Revised Language:**

4. If, after an investigation a student is determined to have physically assaulted a teacher, the District, consistent with applicable law, will consider transferring a student to a different school within the District if such transfer can be accomplished without violation of the rights of the student.

<b>Page 16, SECTION A, BASIC PROVISIONS ARTICLE VII, EMPLOYEE PROTECTION &amp; SAFETY</b>
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**Section F, Damage to Personal Property**

**Current language:**

**F. Damage to Personal Property**

1. Any employee who sustains damage or loss to any personal property, such as wearing apparel, dentures, eye glasses, hearing aids, and automobiles, due to an incident which occurred on Board property or during a school sponsored event, and which can be documented by a written police report, shall be entitled to reimbursement as set forth herein. The employee will present a copy of the police report and an application for reimbursement to the principal/supervisor and to the head of the Human Resources Department in order to receive reimbursement. Each case will be decided on its merits. Reimbursement for damage to an employee's personal property shall only be reimbursed up to \$500.00.



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**Agreed Upon Revised Language**

**F. Damage to Personal Property**

1. Any employee who sustains damage or loss to any personal property, such as wearing apparel, dentures, eye glasses, hearing aids, and automobiles, due to an incident which occurred while on duty, including work for which he employee receives extra duty pay, on Board property or during a school sponsored event which the employee is required by their supervisor to attend, and which can be documented by a written police report, may be entitled to reimbursement as set forth herein. The employee will present a copy of the police report and an application for reimbursement to the principal/supervisor and to the ~~head of the Human Resources Department~~ Risk Manager in order to receive reimbursement. ~~Each case will be decided on its merits.~~ Reimbursement for damage to an employee's personal property shall ~~only be reimbursed up~~ limited to \$500.00/\$650.00.

<b>Page 20, SECTION A, BASIC PROVISIONS ARTICLE VIII, SPECIAL SALARY AND BENEFIT PROVISIONS</b>
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**ARTICLE VIII, Section F, Insurance Benefit Committee**

**Current language:**

- F. A joint Board/Union Insurance Benefit Committee comprised of six (6) members, three (3) representatives of the Board appointed by the Superintendent, and three (3) representatives of the Union appointed by the Union, shall be established and meet on a periodic basis. The function of this committee shall be to review existing insurance programs and to make recommendations for changes in the event changes become necessary. No insurance program shall be changed unless the suggested change has been reviewed by the Insurance Benefit Committee.

**Agreed Upon Revised Language:**

- F. A joint Board/Union Insurance Benefit Committee comprised of six (6) members, three (3) representatives of the Board appointed by the Superintendent, and three (3) representatives of the Union appointed by the Union, shall be established and meet on a periodic basis. Union members of the Insurance Benefit Committee shall be released from duty for the purposes of committee meetings. The function of this committee shall be to review existing insurance programs and to make recommendations for changes in the event changes become necessary. No insurance program shall be changed unless the suggested change has been reviewed by the Insurance Benefit Committee.

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<b>Page 20, SECTION A, BASIC PROVISIONS ARTICLE VIII, SPECIAL SALARY AND BENEFIT PROVISIONS</b>
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**ARTICLE VIII, Section H, Exempt/Non-Exempt Employees**

**Current language:**

- H. Employees are classified as exempt or non-exempt based upon the federal minimum wage and overtime regulations, according to law. All employees will be compensated in compliance with the Fair Labor Standard Act (FLSA) and any paid time off to which the employee may be entitled under this Policy Statement.

**Agreed Upon Revised Language:**

- H. Employees are classified as exempt or non-exempt based upon the federal minimum wage and overtime regulations, according to law. All employees will be compensated in compliance with the Fair Labor Standard Act (FLSA) and any paid time off to which the employee may be entitled under this ~~Policy Statement~~ MOU.

<b>Page 23, SECTION A, BASIC PROVISIONS ARTICLE X, ASSIGNMENTS, TRANSFERS AND PROMOTIONS</b>
--

**ARTICLE X, Section A, Consideration**

**Current language:**

- A. Notwithstanding anything to the contrary in this Policy Statement, the Superintendent may deny or institute any transfer, assignment, or promotion for the good of the system, in the Superintendent's judgment. In making assignments and transfers of employees, consideration may be given to the following: grade level and subject matter areas (where applicable); position for which the employee is best suited by qualification and experience; length of service/seniority; available vacancies, school/work and locality preference. Consideration may also be afforded to the principal's/site supervisor's preference, as well as the employee's preference, with the goal being mutual agreement on the assignment.

**Agreed Upon Revised Language:**

- A. Notwithstanding anything to the contrary in this ~~Policy Statement~~ MOU, the Superintendent may deny or institute any transfer, assignment, or promotion for the good of the system, in the Superintendent's judgment. In making assignments and transfers of employees, consideration may be given to the following: grade level and subject matter

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areas (where applicable); position for which the employee is best suited by qualification and experience; length of service/seniority; available vacancies, school/work and locality preference. Seniority shall be determinative when all other relevant factors are equal. ~~Consideration may also be afforded to the principal's/site supervisor's preference, as well as the employee's preference, with the goal being mutual agreement on the assignment.~~

<b>Page 24, SECTION A, BASIC PROVISIONS ARTICLE X, ASSIGNMENTS, TRANSFERS AND PROMOTIONS</b>
--

**ARTICLE X, Section D(4), General Procedure**

**Current language:**

4. System-Wide seniority (seniority with the Board), "job-family" seniority (seniority within a group of jobs) and seniority within a particular job will be given due consideration in making transfers, but are not determinative.

**Agreed Upon Revised Language:**

4. System-Wide seniority (seniority with the Board), "job-family" seniority (seniority within a group of jobs) and seniority within a particular job will be ~~given due consideration in making transfers, but are not determinative~~ in the event that all other relevant factors are equal.

<b>Page 24, SECTION A, BASIC PROVISIONS ARTICLE X, ASSIGNMENTS, TRANSFERS AND PROMOTIONS</b>
--

**ARTICLE X, Section E Promotions**

**Current language:**

- E. All promotions of employees shall be made upon the basis of character of service and length. As used in this Policy Statement, the term.

**Agreed Upon Revised Language:**

- E. All promotions of employees shall be made upon the basis of character of service and length. As used in this Policy Statement MOU, the term.

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<b>Page 26, SECTION A, BASIC PROVISIONS ARTICLE XI, VACANCIES - GENERAL</b>
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**ARTICLE XI, Section B**

**Current language:**

- B. All vacancies shall be posted on the District's website ([www.slps.org](http://www.slps.org)).

**Agreed Upon Revised Language:**

- B. Permanent job openings shall be posted on the District's website ([www.slps.org](http://www.slps.org)) and once a week all employees will be sent an e-mail containing the link to access the District's vacancy list. Permanent job openings will be posted for fourteen (14) days before filling the opening. Notwithstanding the foregoing, in cases of emergency, or when the needs of the District require otherwise, an opening may be filled within the fourteen (14) day posting period.

<b>Page 28, SECTION A, BASIC PROVISIONS ARTICLE XII, EMPLOYEE RIGHTS &amp; RESPONSIBILITIES--</b>
---

**ARTICLE XII, Section C, Job Descriptions**

**Current language:**

- C. When available, the Board shall furnish to the Union the current job descriptions for each established job classification and position for certificated and non-certificated employees, upon the signing of this Policy Statement. Job descriptions shall be posted on the District's website ([www.slps.org](http://www.slps.org)) no later than December 31, 2011.

**Agreed Upon Revised Language:**

- C. When available, the Board shall furnish to the Union the current job descriptions for each established job classification and position for certificated and non-certificated employees, upon the signing of this Policy Statement. Job descriptions shall be posted on the District's website ([www.slps.org](http://www.slps.org)) no later than December 31<sup>st</sup> each year.

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<b>Page 30, SECTION A, BASIC PROVISIONS ARTICLE XII, EMPLOYEE RIGHTS &amp; RESPONSIBILITIES</b>
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**Section J, Reporting Child Abuse/Neglect**

**Current language:**

**J. Reporting Child Abuse/Neglect**

Any employee who has reasonable cause to suspect, or who receives a report from any person that a child has been or may be subjected to abuse or neglect, committed by any person, including abuse by another school employee, shall immediately report the facts to the school principal. When an administrator has knowledge that a hotline report is made regarding an employee, an investigation of the report will be conducted pursuant to the provisions of applicable law and Board regulations. If requested by the employee who is the subject of the report, the Union will be notified as soon as reasonably practicable for the purpose of ensuring that representation is made available for the investigation. The accused employee may be immediately assigned, with pay, to other duties which do not require contact with students. The employee will receive, in writing, a list of all charges. Any employee for whom the Division of Children Services (DCS) finds insufficient evidence of abuse or neglect may request reassignment to the employee's previous job site or other sites with duties that the employee is qualified to perform. If any report regarding the alleged incident is placed in the employee's file and DCS finds insufficient evidence of abuse and no disciplinary action is taken against the employee, then that report will be deleted from the employee's file.

**Agreed Upon Revised Language:**

**J. Reporting Child Abuse/Neglect**

Any employee who has reasonable cause to suspect, or who receives a report from any person that a child has been or may be subjected to abuse or neglect, committed by any person, including abuse by another school employee, shall immediately ~~report the facts to the school principal~~ make a hotline report to the Division of Children Services (DCS) pursuant to applicable Missouri law. Under no circumstances shall any investigation into the matter be made until the call to DCS is completed. When ~~an administrator has knowledge that~~ a hotline report is made regarding wherein the alleged perpetrator is an employee, an investigation of the report will be conducted pursuant to the provisions of applicable law and Board regulations. If requested by the employee who is the subject of the report, the Union will be notified as soon as reasonably practicable for the purpose of ensuring that representation is made available for the investigation. At the District's discretion, the accused employee may be immediately assigned, with pay, to other duties

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which do not require contact with students. The employee will receive, in writing, a list of all charges. ~~Any employee for whom the Division of Children Services (DCS) finds insufficient evidence of abuse or neglect may request reassignment to the employee's previous job site or other sites with duties that the employee is qualified to perform. If any report regarding the alleged incident is placed in the employee's file and DCS finds insufficient evidence of abuse and no disciplinary action is taken against the employee, then that report will be deleted from the employee's file.~~

<b>Page 31, SECTION A, BASIC PROVISIONS ARTICLE XII, EMPLOYEE RIGHTS &amp; RESPONSIBILITIES</b>
---

**ARTICLE XII, Sections N-O, Complaints**

**Current language:**

N. Complaints

Any complaints regarding an employee made in writing to a member of the administration by any parent, student, or other person which are or may be used in any manner in evaluating an employee shall be processed according to the procedure as follows:

1. The principal or immediate supervisor shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.
2. As of the effective date of this Policy Statement, an employee will be notified of all written material added in the employee's District file. At the employee's request, a copy(ies) will be provided within five (5) working days of the request. An employee will have the right to respond in writing and have the response included in the file attached to the material within fifteen (15) days of receipt of the copy(ies).

**Agreed Upon Revised Language:**

N. Complaints

Any complaints regarding an employee made in writing to a member of the administration by any parent, student, or other person which are or may be used in any manner in evaluating an employee shall be processed according to the procedure as follows:

1. The principal or immediate supervisor shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

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2. As of the effective date of this ~~Policy Statement~~MOU, an employee will be notified of all written material added in the employee's District file. At the employee's request, a copy(ies) will be provided within five (5) working days of the request. An employee will have the right to respond in writing and have the response included in the file attached to the material within fifteen (15) days of receipt of the copy(ies).

<b>Page 31, SECTION A, BASIC PROVISIONS ARTICLE XII, EMPLOYEE RIGHTS &amp; RESPONSIBILITIES</b>
---

**ARTICLE XII, Section P, Nurses and Social Workers (NEW)**

**Current language:**

NONE.

**Agreed Upon Revised Language:**

**P. Nurses and Social Workers**

The District agrees that it will use its best efforts, given its existing financial resources, to employ sufficient Registered Nurses and Social Workers so that each school shall have a full time Registered Nurse and Social Worker that shall be on-site every school day when students are present.

<b>Page 31, SECTION A, BASIC PROVISIONS ARTICLE XII, EMPLOYEE RIGHTS &amp; RESPONSIBILITIES</b>
---

**ARTICLE XII, Section I / R Environmental and Hazardous Conditions**

**Current language:**

NONE.

**Agreed Upon Revised Language:**

**I. Environmental and Hazardous Conditions**

The District is committed to the health and safety of its employees. When practical, the District shall inform employees of any significant environmental or hazardous condition discovered in a facility or building which poses a material risk to the health and safety of

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employees. The District will take reasonable steps to remediate such hazards and to limit the employee's exposure to said hazard.

**COVID-19 Pandemic Conditions**

The District and the Union agree that current COVID 19 Pandemic has caused substantial disruption to the normal operation of the District. The District and the Union further agree that current COVID 19 pandemic creates unique challenges which often unpredictable. Accordingly, until such time as the pandemic ends, it is agreed that modifications to the terms of this MOU may be necessary and additional terms and conditions of employment not addressed in the MOU may be required in order to safely educate the District students. In order to ensure that issues requiring changes in working conditions arising in the context of the current Covid-19 Pandemic are addressed in manner that takes into account the needs of the Union's members, the District and Union agree that their leadership will meet on a regular basis so that the Union can bring important issues and concerns to District's attention and discuss any COVID-19 related changes not covered by this MOU. Further, except in cases of emergency, or when otherwise impractical, the District agrees to confer with the Union and receive its input before implementing any significant changes in the terms and conditions of employment not covered by this MOU.

<b>Page 56, SECTION A, BASIC PROVISIONS ARTICLE XVII, DURATION</b>
--

**ARTICLE XVII, Section A**

**Current language:**

- A. The Policy Statement's effective period is defined as July 1st through June 30th of the school years, 2017-2018; 2018-2019; and 2019-2020 (the "Term"). Financial provisions of this Policy Statement that do not cover the Term of this Policy Statement shall be negotiated at a future date by the Parties, per Article I, Section A of this Policy Statement. These provisions shall not be modified during the Term of this Policy Statement, absent mutual agreement of the Parties, or a declaration by the Board that an emergency exists, as set forth herein.

**Agreed Upon Revised Language:**

- A. The ~~MOU's~~Policy-Statement's effective period is defined as July 1st through June 30th of the school years, 2020-2021, 2021-2022 and 2022-2023~~2017-2018; 2018-2019; and 2019-2020~~ (the "Term"). Financial provisions of this ~~Policy Statement~~MOU that do not cover the Term of this ~~Policy Statement~~MOU shall be negotiated at a future date by the Parties,



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per Article I, Section A of this ~~Policy Statement~~MOU. These provisions shall not be modified during the Term of this ~~Policy Statement~~MOU, absent mutual agreement of the Parties, or a declaration by the Board that an emergency exists, as set forth herein.

<b>Page 56, SECTION A, BASIC PROVISIONS ARTICLE XVII, DURATION</b>
--

**ARTICLE XVII, Section B**

**Current language:**

- B. The Board warrants and represents that it reasonably believes that it will have sufficient funds to make all payments due pursuant to this Policy Statement, and hereby covenants that it will do all things lawfully within its power to obtain, maintain, request and pursue funds from which the said payments will be made. In the event the Board becomes aware that funds shall not be made available, the Board shall promptly notify the Union of such occurrence and enter into immediate and direct discussions with the Union, if such discussions are requested by the Union.

**Agreed Upon Revised Language:**

- B. The Board warrants and represents that it reasonably believes that it will have sufficient funds to make all payments due pursuant to this ~~Policy Statement~~MOU, and hereby covenants that it will do all things lawfully within its power to obtain, maintain, request and pursue funds from which the said payments will be made. In the event the Board becomes aware that funds shall not be made available, the Board shall promptly notify the Union of such occurrence and enter into immediate and direct discussions with the Union, if such discussions are requested by the Union.

<b>Page 56, SECTION A, BASIC PROVISIONS ARTICLE XVII, DURATION</b>
--

**ARTICLE XVII, Section C**

**Current language:**

- C. Upon such notice to the Union, the provisions of the Policy Statement relating to salary schedules and extra duty pay shall terminate on the last day of the fiscal year for which appropriations were received. The termination shall be without penalty or expense to the Board of any kind whatsoever, except as to portions of payments for which funds shall have been appropriated and budgeted or were otherwise available. Subsequent to the

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termination of this Policy Statement under the conditions of this subsection, the Board shall have no obligation to make further payments under this Policy Statement.

**Agreed Upon Revised Language:**

- C. Upon such notice to the Union, the provisions of the ~~Policy Statement~~ MOU relating to salary schedules and extra duty pay shall terminate on the last day of the fiscal year for which appropriations were received. The termination shall be without penalty or expense to the Board of any kind whatsoever, except as to portions of payments for which funds shall have been appropriated and budgeted or were otherwise available. Subsequent to the termination of this ~~Policy Statement~~ MOU under the conditions of this subsection, the Board shall have no obligation to make further payments under this ~~Policy Statement~~ MOU.

<b>Page 56, SECTION A, BASIC PROVISIONS ARTICLE XVII, DURATION</b>
--

**ARTICLE XVII, Section D, Contract Bar**

**Current language:**

- D. No petition seeking to decertify AFT St. Louis, Local 420, as the exclusive representative of the Teacher, Secretarial/Clerical or Paraprofessional units may be filed for the duration of this Policy Statement except as specified herein. Any organization wishing to decertify AFT St. Louis, Local 420, as exclusive bargaining representative, may file a petition with the Missouri Board of Mediation only during the period extending from 150 to 90 days immediately preceding the expiration date of this Policy Statement. Such petition must be passed by a showing of interest of thirty percent (30%) of the petitioned for unit and each petition shall be dated not more than six (6) months prior to the filing of the petition as outlined in 8 CSR 40-2.040, Contents of Petition for Decertification, State Board of Mediation.

**Agreed Upon Revised Language:**

- D. No petition seeking to decertify AFT St. Louis, Local 420, as the exclusive representative of the Teacher, Secretarial/Clerical or Paraprofessional units may be filed for the duration of this ~~Policy Statement~~ MOU except as specified herein. Any organization wishing to decertify AFT St. Louis, Local 420, as exclusive bargaining representative, may file a petition with the Missouri Board of Mediation only during the period extending from 150 to 90 days immediately preceding the expiration date of this ~~Policy Statement~~ MOU. Such petition must be passed by a showing of interest of thirty percent (30%) of the petitioned for unit and each petition shall be dated not more than six (6) months prior to the filing of the petition as outlined in 8 CSR 40-2.040, Contents of Petition for Decertification, State Board of Mediation.

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<b>Page 59, SECTION A, BASIC PROVISIONS ARTICLE XVIII, SAVING CLAUSE</b>
--

**ARTICLE XVIII, Savings Clause**

**Current language:**

If any portion of this Policy Statement is, or at any time shall be, determined by a court of last resort to be contrary to law, then such portion shall not be applicable or performed or enforced, except to the extent permitted by law, and shall be subject to appropriate consultation and discussion with the Union.

In the event that any portion of this Policy Statement is or shall at any time be so determined to be contrary to law, all other portions shall continue in effect.

**Agreed Upon Revised Language:**

If any portion of this ~~Policy Statement~~ MOU is, or at any time shall be, determined by a court of last resort to be contrary to law, then such portion shall not be applicable or performed or enforced, except to the extent permitted by law, and shall be subject to appropriate consultation and discussion with the Union.

In the event that any portion of this ~~Policy Statement~~ MOU is or shall at any time be so determined to be contrary to law, all other portions shall continue in effect.

<b>Page 65, SECTION B, TEACHERS ARTICLE IV, ASSIGNMENT, TRANSFER AND PROMOTION - TEACHERS</b>
---

**ARTICLE IV, SECTION A INTRODUCTION**

**Current language:**

**A. Introduction**

In the determination of building assignments, such factors as training, experience, special qualifications and interests, performance, and length of service/seniority will be considered in order to strive towards a proper balance of teachers. The Board recognizes length of service/seniority is an important consideration as well in determining assignment to a building. To the extent the provisions of this Article conflict with Section A, Article X, the provisions of this Article shall control, as determined by the Board, in its discretion.

The assignment of a teacher to a building or department will be determined by the needs of the District and the qualifications and experience of the teacher. All teachers shall be

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subject to transfer or change of assignment as the Superintendent may deem necessary in accordance with law. Any such transfer shall be reported to the Board. The Board and Union believe that, in considering building assignments, it is vital that both the teacher and the principal consent to the assignment. The principal is responsible for assigning teachers to grades/levels where, in his/her opinion, the teachers would be of the greatest service.

**Agreed Upon Revised Language:**

**A. Introduction**

In the determination of building assignments, ~~such factors as~~ training, experience, special qualifications and interests, performance, and length of service/seniority will be considered in order to strive towards a proper balance of teachers. The Board recognizes length of service/seniority is an important consideration as well in determining assignment to a building, it is recognized, however, that consideration may be given to relevant factors other than seniority but, if all such factors are equal, seniority shall prevail.

To the extent the provisions of this Article conflict with Section A, Article X, the provisions of this Article shall control, as determined by the Board, in its discretion.

The initial assignment of a teacher to a building or department will be determined by the needs of the District and the qualifications and experience of the teacher. All teachers shall be subject to transfer or change of assignment as the Superintendent may deem necessary in accordance with law and the provisions of this MOU. Any such transfer shall be reported to the Board. The Board and Union believe that, in considering building assignments, it is vital that both the teacher and the principal consent to the assignment. The principal is responsible for assigning teachers to grades/levels where, in his/her opinion, the teachers would be of the greatest service.

<b>Page 66, SECTION B, TEACHERS ARTICLE IV, ASSIGNMENT, TRANSFER AND PROMOTION - TEACHERS</b>
---

**ARTICLE IV, SECTION B TEACHER-INITIATED TRANSFERS FOR REGULAR  
CERTIFICATED POSITIONS**

**Current language:**

- B. When vacancies are approved by the Human Resources Department, the list of vacant positions will be posted, as practicable, and as set forth in this Policy Statement. The District will develop a transfer process in collaboration with the Union by February 2012.

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**Agreed Upon Revised Language:**

- B. ~~When vacancies are approved by the Human Resources Department, the list of vacant positions will be posted, as practicable, and as set forth in this Policy Statement. The District will develop a transfer process in collaboration with the Union by February 2012.~~

<b>Page 67-68, SECTION B, TEACHERS ARTICLE IV, ASSIGNMENT, TRANSFER AND PROMOTION - TEACHERS</b>
--

**ARTICLE IV, SECTION F(5-8) ADMINISTRATION-INITIATED TRANSFER**

**Current language:**

5. After it is determined that an administrative transfer is necessary (for whatever reason), the teacher being considered for a transfer shall meet with the teacher's principal. Under unusual circumstances, the Superintendent may find it necessary and in the best interest of the school system to provide an immediate transfer without the opportunity for a conference.
6. The Superintendent shall approve all reassignment/transfers recommendations, and his/her decision shall be final. The Human Resources Department will notify the teacher impacted by any reassignment/transfer decision, in writing (which shall include electronic mail).
7. Notice of transfer shall include the building location and assignment. If the specific assignment has not been finalized by the principal, the teacher will be notified promptly by the appropriate administrator as soon as the details of the assignment are known.
8. The Superintendent shall approve all assignment or transferred recommendation and that decision shall be final. The Human Resources Department will notify the teacher affected by any reassignment or transfer in writing, which may be e-mail. Notice of transfer shall include the building location and assignment. If the specific assignment has not been finalized by the principal, the teacher will be notified promptly by the appropriate administrator as soon as the details of the assignment are known. Notwithstanding anything to the contrary in this Policy Statement, the Superintendent may deny or institute any transfer for the good of the District, in the Superintendent's best judgment.

**Agreed Upon Revised Language:**

5. Except in extraordinary circumstances, the teacher selected for transfer shall be the least senior, provided the teachers with more seniority are qualified to perform the work that is available at the school after transfers are made. Extraordinary circumstances may include, by way of example, those situations where the more senior teacher is qualified to perform

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work for which the less senior teacher is not qualified to perform and cannot therefore be transferred and would otherwise suffer a layoff.

6. After it is determined that an administrative transfer is necessary (for whatever reason), the teacher being considered for a transfer shall meet with the teacher's principal. Under unusual circumstances, the Superintendent may find it necessary and in the best interest of the school system to provide an immediate transfer without the opportunity for a conference.
7. The Superintendent shall approve all reassignment/transfers recommendations, and his/her decision shall be final. The Human Resources Department will notify the teacher impacted by any reassignment/transfer decision, in writing (which shall include electronic mail).
8. Notice of transfer shall include the building location and assignment. If the specific assignment has not been finalized by the principal, the teacher will be notified promptly by the appropriate administrator as soon as the details of the assignment are known.
9. The Superintendent shall approve all assignment or transferred recommendation and that decision shall be final. The Human Resources Department will notify the teacher affected by any reassignment or transfer in writing, which may be e-mail. Notice of transfer shall include the building location and assignment. If the specific assignment has not been finalized by the principal, the teacher will be notified promptly by the appropriate administrator as soon as the details of the assignment are known. Notwithstanding anything to the contrary in this ~~Policy Statement~~ MOU, the Superintendent may deny or institute any transfer for the good of the District, in the Superintendent's best judgment.

<b>Page 69, SECTION B, TEACHERS ARTICLE IV, ASSIGNMENT, TRANSFER AND PROMOTION - TEACHERS</b>
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**ARTICLE IV, SECTION H**

**Current language:**

- H. The provisions of this Article shall not be modified during the period of time up to June 30, 2020, absent mutual agreement of the parties, or a declaration by the Board that an emergency exists, as set forth herein. Financial negotiations will be negotiated prior to the beginning of the school year (2019-2020).

**Agreed Upon Revised Language:**

- H. The provisions of this Article shall not be modified during the period of time up to June 30, 2023~~30~~, absent mutual agreement of the parties, or a declaration by the Board that an

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emergency exists, as set forth herein. ~~Financial negotiations will be negotiated prior to the beginning of the school year (2021-2022/2019-2020).~~

**Page 70, SECTION B, TEACHERS  
ARTICLE V, REDUCTIONS IN FORCE**

**ARTICLE V, SECTION B(3) Reduction in Teaching Staff**

**Current language:**

3.       \*\*\*\*\*

Subject to the provisions contrary in this Policy Statement, no teacher shall be assigned to a school or work site unless the principal or work site supervisor and teacher mutually consent to the placement.

**Agreed Upon Revised Language:**

3.       \*\*\*\*\*

Subject to the provisions contrary in this ~~Policy Statement~~MOU, no teacher shall be assigned to a school or work site unless the principal or work site supervisor and teacher mutually consent to the placement.

**Page 76, SECTION B, TEACHERS  
ARTICLE VIII, EDUCATIONAL CONSIDERATIONS**

**Section A, System-Wide Parent Conference Days**

**Current language:**

**B.     System-Wide Parent Conference Days**

4.       System-wide Parent Conference Days shall be held twice each school year. The workdays for teachers on such days shall be 11:30 a.m. to 6:00 p.m. Parents shall make appointments in order to set up a schedule. Staff shall be allowed an uninterrupted thirty (30) minute duty-free lunch. Parents shall be advised by the administration of the hours that appointments may be scheduled. Alternative scheduling of Parent Conference Days shall be decided by mutual consent of the teachers and principal. Parents/guardians will be notified of the new hours.

**Agreed Upon Revised Language:**

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**Section A, System-Wide Parent Conference Days**

**A. System-Wide Parent Conference Days**

System-wide Parent Conference Days shall be held twice each school year. Work hours for System-wide Parent Conference Days shall be established by the joint Calendar Committee on a yearly basis. ~~The workdays for teachers on such days shall be 11:30 a.m. to 6:00 p.m.~~ Parents shall make appointments in order to set up a schedule. Staff shall be allowed an uninterrupted thirty (30) minute duty-free lunch. Parents shall be advised by the administration of the hours that appointments may be scheduled. Alternative scheduling of Parent Conference Days shall be decided by mutual consent of the teachers and principal. Parents/guardians will be notified of the new hours.

<b>Page 89, SECTION C, SECRETARIAL/CLERICAL ARTICLE XVI, RECOGNITION</b>
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**ARTICLE XVI, Section C**

**Current language:**

- C. The term “employee” when used in Section C of this Policy Statement means a person within the categories known as secretarial and clerical with the foregoing exclusions.

**Agreed Upon Revised Language:**

- C. The term “employee” when used in Section C of this ~~Policy Statement~~ MOU means a person within the categories known as secretarial and clerical with the foregoing exclusions.

<b>Page 90, SECTION C, SECRETARIAL/CLERICAL ARTICLE XVII, EMPLOYMENT CONDITIONS</b>
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**ARTICLE XVII, Section C(7), HOURS OF WORK**

**Current language:**

7. This Section C shall not be modified during the term of this Policy Statement, absent mutual agreement of the Parties, or a declaration by the Board that an emergency exists, as set forth herein.



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**Agreed Upon Revised Language:**

7. This Section C shall not be modified during the term of this Policy Statement~~MOU~~, absent mutual agreement of the Parties, or a declaration by the Board that an emergency exists, as set forth herein.

**Page 92, SECTION C, SECRETARIAL/CLERICAL  
ARTICLE XVII, EMPLOYMENT CONDITIONS**

**ARTICLE XVII, Section J, Vacancies**

**Current language:**

When there is an opening in any school or other location, non-certificated employees may apply for a transfer to that school or other location. The Human Resources Department shall announce post all employment openings on the District website ([www.slps.org](http://www.slps.org)).

**Agreed Upon Revised Language:**

Permanent job openings shall be posted on the District's website ([www.slps.org](http://www.slps.org)) and once a week all employees will be sent an e-mail containing the link to access the District's vacancy list. Permanent job openings will be posted for fourteen (14) days before filling the opening. Notwithstanding the foregoing, in cases of emergency, or when the needs of the District require otherwise, an opening may be filled within the fourteen (14) day posting period.

**Page 92, SECTION C, SECRETARIAL / CLERICAL  
ARTICLE XVII, EMPLOYMETN CONDITIONS**

**ARTICLE XVII, Section K(1a), Reduction in Force - Guidelines**

**Current language:**

- 1(a). The required number of employees in jobs where reductions are to be made shall be placed on involuntary leave of absence, and such matters will be determined in accordance with law, as are the provisions of this Policy Statement.

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**Agreed Upon Revised Language:**

- 1(a). The required number of employees in jobs where reductions are to be made shall be placed on involuntary leave of absence, and such matters will be determined in accordance with law, as are the provisions of this ~~Policy Statement~~MOU.

<b>Page 96, SECTION C, SECRETARIAL/CLERICAL ARTICLE XX, SALARY AND RATES OF PAY--</b>
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**ARTICLE XX, Section A(1-3) - Salaries**

**Current language:**

**A. Salaries**

1. The salary increases for secretarial/clerical employees (which is contained within Appendix B-1A) became effective April 1, 2017 and on such future dates as specified in B-1A throughout the term of this Policy Statement.
2. The provisions of this Article shall not be modified during the term of this Policy Statement, absent mutual agreement of the Parties, or a declaration by the Board that an emergency exists, as set forth herein.
3. To the extent that the Board made any overpayments to employees as a result of the change in the number of days in the school year, as set forth in Article XII, Section E, of Section B (Teachers), such overpayments will be offset from any retroactive pay adjustment that may be made to employees as a result of the provisions of this Policy Statement.

**Agreed Upon Revised Language:**

**A. Salaries**

1. The salary increases for secretarial/clerical employees (which is contained within Appendix B-1A) became effective April 1, 2017 and on such future dates as specified in B-1A throughout the term of this ~~Policy Statement~~MOU.
2. The provisions of this Article shall not be modified during the term of this ~~Policy Statement~~MOU, absent mutual agreement of the Parties, or a declaration by the Board that an emergency exists, as set forth herein.

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3. To the extent that the Board made any overpayments to employees as a result of the change in the number of days in the school year, as set forth in Article XII, Section E, of Section B (Teachers), such overpayments will be offset from any retroactive pay adjustment that may be made to employees as a result of the provisions of this ~~Policy Statement~~MOU.

**Page 99, SECTION D, PARPROFESSIONALS  
ARTICLE I, RECONGITION**

**ARTICLE I, TITLE PAGE/RECONGITION**

**Current language:**

The term “employee” when used in Section D of the Policy Statement means a person within any of the foregoing classifications...

**Agreed Upon Revised Language:**

The term “employee” when used in Section D of the ~~Policy Statement~~MOU means a person within any of the foregoing classifications...

**Page 107, SECTION D, PARAPROFESSIONALS  
ARTICLE IV, TEACHER ASSISTANTS**

**ARTICLE IV, Section E**

**Current language:**

- E. When there is to be a reduction of the teacher assistant staff at a school, permanent teacher aides and assistants have the right to remain in preference to probationary teacher assistants and probationary teacher assistants in preference to substitutes. Thereafter, length of service with the District will be considered, along with a teacher assistant’s performance and qualifications. The following considerations will also apply:

**Agreed Upon Revised Language:**

- E. When there is to be a reduction of the teacher assistant staff at a school, permanent teacher aides and assistants have the right to remain in preference to probationary teacher assistants and probationary teacher assistants in preference to substitutes. ~~Thereafter, length of service with the District will be considered, along with a teacher assistant’s performance~~

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~~and qualifications. The following considerations will also apply:~~ Consideration may be given to relevant factors other than seniority but, if all such factors are equal, seniority shall prevail.

<b>Page 113, SECTION D, PARAPROFESSIONALS ARTICLE VII, RATES OF PAY</b>
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**ARTICLE VII, Section A (1-3) - Salaries**

**Current language:**

**A. Salaries**

1. The salary increases schedule for paraprofessional employees (which is contained within Appendix B-1A) became effective April 1, 2017 and on such future dates as specified in B-1A throughout the term of this Policy Statement becomes effective July 1<sup>st</sup> for the Term of this Policy Statement.
2. This provision shall not be modified during the Term of this Policy Statement, absent mutual agreement of the Parties, or a declaration by the Board that an emergency exists, as set forth herein.
3. To the extent that the Board made any overpayment to employees as a result of the change in the number of days in the current school year, as set forth in Article XII, Section E of Section B (Teachers), such overpayment will be offset from any retroactive pay adjustment that may be made to employees as a result of the provisions of this Policy Statement.

**Agreed Upon Revised Language:**

**A. Salaries**

1. The salary increases schedule for paraprofessional employees (which is contained within Appendix B-1A) became effective April 1, 2017 and on such future dates as specified in B-1A throughout the term of this ~~Policy Statement~~ MOU becomes effective July 1<sup>st</sup> for the Term of this ~~Policy Statement~~ MOU.
2. This provision shall not be modified during the Term of this ~~Policy Statement~~ MOU, absent mutual agreement of the Parties, or a declaration by the Board that an emergency exists, as set forth herein.

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3. To the extent that the Board made any overpayment to employees as a result of the change in the number of days in the current school year, as set forth in Article XII, Section E of Section B (Teachers), such overpayment will be offset from any retroactive pay adjustment that may be made to employees as a result of the provisions of this Policy Statement MOU.

**III. TENTATIVELY AGREED ECONOMIC TERMS:**

**A. Pay Increases for the 2020 – 2021 School Year.**

All Regular Employees will receive a 4% increase to their base pay, effective no later than March 27, 2021 for the 2020-2021 School year.

**B. Ratification Bonus for the 2020 – 2021 School Year.**

For all Regular Employees hired as of October 16, 2020, a ratification bonus of \$1,900 payable as soon as practicable after ratification. For legal reasons, the Board does not believe this amount can be considered for pension purposes. Regular Employees must be employed by the District in an active status at the time of payment to receive this ratification bonus.

**C. Pay Increases for the 2021 – 2022 School Year.**

All Regular Employees will receive a 3% increase to their base pay for the 2021-2022 School year, effective July 1, 2021.

**D. Pay Increases for the 2022 – 2023 School Year.**

All Regular Employees will receive a 3% increase to their base pay for the 2022-2023 School year, effective July 1, 2022.

**E. Additional Uniforms for Safety Officers**

All Safety Officers will be provided one (1) uniform each year consisting of a pair of pants, a long-sleeved shirt and a short-sleeved shirt.

**F. Increases to the District's Minimum Wage.**

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- (1) All regular employees whose regular rate of pay equates to less than \$13.00 per hour will receive a raise to an effective rate of \$13.00 per hour, effective January 2, 2021.
- (2) All regular employees whose regular rate of pay equates to less than \$14.00 per hour will receive a raise to an effective rate of \$14.00 per hour, effective January 2, 2022.
- (3) All regular employees whose regular rate of pay equates to less than \$15.00 per hour will receive a raise to an effective rate of \$15.00 per hour, effective January 2, 2023.

*\*For the minimum wage increase set forth in Section F(1) above, employees will receive the greater of the 4% increase or the increase to the \$13.00 minimum.*

**END OF DOCUMENT**