

**MEMORANDUM OF UNDERSTANDING**  
**CONTRACT EXTENSION AGREEMENT**

The parties hereto, St. Tammany Parish School Board and St. Tammany Federation of Teachers, recognizing that their negotiations toward successor agreements cannot be productive given current economic conditions, decreased revenues and the rising cost of providing health care benefits, agree to extend the full force and effect of the existing agreements. The parties to this extension agreement recognize and agree that the extension is in their mutual interest, and that of the school system as a whole.

In consideration of the agreement of each party to extend as indicated above, the parties agree to the following terms and conditions.

I.

During the period of this contract extension, there shall be no system-wide layoff or furlough of the workforce. However, nothing shall require the Board to fill jobs or positions which become vacant through normal attrition. Likewise, nothing shall preclude the Board from closing departments or programs with the caveat that those displaced by such closure will be eligible for transfer as the extended contract allows.

II.

During the period of this contract extension, the following changes or understandings regarding the existing agreements will become effective:

**1. Paychecks - Article Change Per Past Practice**

Depending upon the pay option an employee chooses, he shall be paid on the last day of the month or on the 15th and on the last day of the month. Once an employee has chosen his pay option for the year, it may not be changed until the following year. Employees who receive their salaries over a ten (10) month period may select a ten (10) or twenty (20) paycheck option. Those who receive their salary over a 12-month period may select a 12- or 24-paycheck option. When an employee's payday falls on or during

a weekend or a school holiday, the employee shall receive his paycheck on the last day of the month.

All employee paychecks will be direct deposited. All employees must arrange for direct deposit of their checks through the Department of Human Resources.

Should an employee be on an approved leave without pay that extends through, or beyond, the current school year and such employee has escrowed salary, the employee shall receive the escrowed salary in one lump sum.

## **2. Memo of Understanding Re Paychecks**

The parties understand and agree that effective for the 2011-2012 school year, all new employees will receive their pay over a 12 month period, i.e. a 12 or 24 check option.

## **3. Memo of Understanding re Teachers' Contract and all contracts where applicable**

The parties understand and agree that employees who are involuntarily transferred have the right to return to the schools or worksites from which they were transferred in order of system-wide seniority, provided a permanent vacancy for which they are certified occurs at their former schools or worksites prior to the first pupil attendance day of the school year following the school year in which their transfers took place. The parties understand, agree and confirm the past practice that when more than one employee wishes to return and fill the same vacancy and the employees wishing to return have equal system-wide seniority, lots will be drawn to select the employee who receives the position.

*In accordance with past practice, where the need to reduce one or more positions in a program or department at a particular school or worksite results in the need to involuntarily transfer an employee, the affected employee will not have the right to the position held by another employee at that school or worksite who is not in the department or program, even though that position is held by an employee with less building or system-wide seniority.*

**4. All Contracts (Section 17:46 in Teachers' Contract) - Notification of Citations and Arrests**

Any employee cited or arrested for DWI or DUI, or for any violation of a criminal statute or ordinance, save and except for citation or arrest for a routine traffic violation, shall report the citation or arrest to his supervisor *within 24 hours or prior to assuming regular duty, whichever is shorter*. The fact that an employee makes such a report will not, in and of itself, be cause for discipline.

**5. Memo of Understanding - Sick Leave Bank**

The parties understand and agree that only those employees who have exhausted all sick leave, vacation leave and who are not being compensated for leave under workers' compensation or under some other leave provision of this Agreement will be eligible to withdraw days from the Bank.

**6. Memo of Understanding Re: Bus Operator Contract -Section 20:03 - Operational Expenses**

The parties understand and agree that the fuel adjustment formula is not a fuel adjustment formula "for gasoline" and that the phrase "for gasoline" and this phrase has no relevance.

**7. Discipline - Contract Changes**

**Teachers' Contract Section 9:01 - No Discipline Except with Just Cause**

No employee will be arbitrarily disciplined or disciplined on account of whim or caprice. As used herein, the term "discipline" includes notices of verbal warning or verbal reprimand reduced to writing, written warnings and written reprimands, suspensions and discharges or dismissals.

*In the event a non-tenured employee is dismissed, discharged, removed or suffers nonrenewal of his contract, the just cause and due process provisions of this Article shall be governed and satisfied by observance of the provisions outlined in Section 9:02, followed by application of the provisions of applicable state law.*

*In the event a tenured employee is dismissed, discharged, removed or suffers nonrenewal of his contract, the just cause and due process provisions of this Article shall be governed and satisfied by observance of the provisions outlined in Section 9:02, followed by application of the provisions of applicable state law.*

When disciplinary action is taken, written notice of the reason for the disciplinary action will be mailed to the employee's last known home address or delivered by hand to the employee.

### **Bus Operator Contract Section 9:01- No Discipline Except with Just Cause**

No employee will be arbitrarily disciplined or disciplined on account of whim or caprice. As used herein, the term "discipline" includes notices of verbal warning or verbal reprimand reduced to writing, written warnings and written reprimands, suspensions and discharges or dismissals.

*In the event a non-tenured bus operator is dismissed, discharged or removed, the just cause and due process provisions of this Article shall be governed and satisfied by observance of the provisions outlined in Section 9:02, followed by application of the provisions of applicable state law.*

*In the event a tenured employee is dismissed, discharged or removed, the just cause and due process provisions of this Article shall be governed and satisfied by observance of the provisions outlined in Section 9:02, followed by application of the provisions of applicable state law.*

*In the event a bus attendant is dismissed, discharged or removed, the just cause and due process provisions of this Article shall be governed and satisfied by observance of the provisions outlined in Section 9:02, following which the bus attendant may petition the Board for a hearing, which such hearing shall be granted if a majority of the Board votes to hold the hearing.*

When disciplinary action is taken, written notice of the reason for the disciplinary action will be mailed to the employee's last known home address or delivered by hand to the employee.

## **All Other Support Employee Contracts Section 9:01**

No employee will be arbitrarily disciplined or disciplined on account of whim or caprice. As used herein, the term "discipline" includes notices of verbal warning or verbal reprimand reduced to writing, written warnings and written reprimands, suspensions and discharges or dismissals.

*In the event an employee is dismissed, discharged or removed, the just cause and due process provisions of this Article shall be governed and satisfied by observance of the provisions outlined in Section 9:02, following which the employee may petition the Board for a hearing, which such hearing shall be granted if a majority of the Board votes to hold the hearing.*

When disciplinary action is taken, written notice of the reason for the disciplinary action will be mailed to the employee's last known home address or delivered by hand to the employee.

### **8. Memo of Understanding - Memorial Day 2012**

Memorial Day 2012 will be a school holiday.

### **9. Memo of Understanding Re: Health Insurance**

Considering the rising cost of health care, the fact that premiums are insufficient to pay for the benefits afforded employees and the inequity in the percent allocation of premium payments, these health care issues will be presented to the insurance committee for recommendation to the Board.

### **10. Memo of Understanding Re: Section 11:01- Teacher Evaluation**

The evaluation of teachers will follow the provisions of Act 54 of the 2011 Legislature. All provisions of Article XI of the Agreement presently in effect are superseded and set aside. The parties will meet to discuss the substance and implementation of the new evaluation requirements.

**11. Memo of Understanding Re: Bereavement**

Sick and/or emergency leave earned each school year may be used by an employee for purposes of bereavement. Although an employee may use 3 of his or her 10 days of sick and/or emergency leave each year as “personal days,” bereavement days will not be considered personal days.

**12. Memo of Understanding - Natural Disasters/Emergencies**

In the event a natural disaster occurs or an emergency arises which requires students to remain at the school site beyond the normal school day, employees who are required to remain with and supervise the students shall be compensated for the additional work time.

**13. Memo of Understanding- Confidentiality**

The parties agree that confidential matters and private documents shall not be disclosed. Any employee who commits a breach of confidentiality shall be subject to discipline, up to and including discharge.

III.

This, within its four corners, is the entire agreement between the parties regarding contract extension. This agreement supersedes and has precedence over any contrary or inconsistent agreements or representations, oral or written, except for a written agreement to the contrary as may be executed by the same parties at a later date.

This the \_\_\_\_ day of September, 2011.

ST. TAMMANY PARISH SCHOOL BOARD  By:	ST. TAMMANY FEDERATION OF OF TEACHERS AND SCHOOL EMPLOYEES  By:
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