



# Approve MOU with United Professional Educators Successor Collective Bargaining Agreement

Board Meeting  
August 19, 2021  
Agenda Item No. 10.5

Presented by: Raoul Bozio, In-House Counsel

# MOU Key Provisions

- Article 6 – Renewal/Non-Renewal Procedures
  - 6.3: “An employee who receives a negative performance evaluation . . . shall jointly develop, with the appropriate supervisor, an improvement plan for the following school year.”
  - 6.6: “If the reason for the release or release and reassignment is poor performance, the administrator must have received an evaluation of their performance not more than sixty (60) days prior to receiving written notice of his or her release and reassignment to a teaching position.”

# MOU Key Provisions

- Article 7 – Salary Structure Comparison Analysis
  - “[T]he District shall have a neutral entity complete a salary structure comparison analysis between the current SCTA certificated employee salary schedule and the current UPE salary schedule . . . Should the salary structure comparison reveal a 5% or less inequity, the District and UPE agree that the salary language in Article 7 will be reopened to make changes to the UPE salary schedule for the 2021-2022 school year and reevaluated for successor contract negotiations[.]”

# MOU Key Provisions

- Article 9 – Promotion, Assignment, Vacancies, and Transfer
  - Involuntary Lateral Transfers: “The Superintendent may make involuntary lateral transfers as needed for the operation of a department or school site . . . Involuntary transfers shall be based on the District’s legitimate, verifiable, and education-related needs.”
  - Change of Assignment Due to Reorganization, School Closure, Program Elimination, or Budget Cuts: “The District shall notify UPE Unit members of involuntary transfer assignments as soon as feasible.”

Q & A