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3 **MISSION STATEMENT**
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5 The Special School District Board of Education (Board of Education) and the Special District National
6 Education Association (SDNEA) declare their intent to cooperate in their common aims to achieve the
7 mission of the Special School District of St. Louis County:
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9 In collaboration with partner districts, we provide technical education and a wide variety of
10 individualized educational and support services, designed to ensure the student's successful
11 contribution to our community.
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ARTICLE 1

INTRODUCTION

The following articles have been agreed upon between the duly designated representatives of the Board of Education of the Special School District of St. Louis County and representatives of the Special District National Education Association/Missouri NEA, the designated exclusive bargaining representatives of all Employees in the bargaining unit defined in Section 2.3. The undersigned hereby submit these agreed articles to the Board of Education as a joint resolution and recommend its adoption.

Pursuant to the above, the Board of Education of the Special School District of St. Louis County, this May 14, 2013 has approved by resolution the following salaries, benefits and other terms and conditions of employment for the members of said bargaining unit.

BOARD OF EDUCATION TEAM

ASSOCIATION REPRESENTATIVES

DATE OF SIGNING

DATE OF SIGNING

47 **ARTICLE 2**

48 **RECOGNITION**

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51 2.1 The Board will recognize as the exclusive bargaining representative for all Employees in the unit
52 defined in Section 2.3 that organization which represents the largest membership count as of November
53 30 of each year. For the duration of this Resolution, as approved by the Board, the Special District
54 National Education Association/Missouri National Education Association shall be recognized as the
55 exclusive bargaining representative for said unit.

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57 2.2 The Board Team agrees to bargain with representatives of the designated exclusive bargaining
58 representative of the Employees in the unit defined in Section 2.3 for the purpose of developing a joint
59 resolution on matters pertaining to salaries, benefits and other terms and conditions of employment.

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61 2.3 The bargaining unit to which this Resolution is applicable is as follows: All teacher and teacher
62 level professional Employees providing services in Special Education and Applied Technology,
63 exclusive of supervisory and administrative Employees, full or part time, who are paid on the basis of the
64 teacher salary schedule.

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66 2.4 The term “Employee” when used hereinafter in this Resolution shall refer to all regularly
67 employed unit Employees as defined in Section 2.3.

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69 2.5 The term “Teacher” shall refer to unit members who are regularly employed as professional level
70 staff (including but not limited to classroom teachers, diagnosticians, nurses, social workers, and
71 therapists) who are paid on the “Teacher Level Salary Schedule”.

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73 2.6 The term “District” shall refer to the Special School District of St. Louis County.

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75 2.7 The term “Association” shall refer to Special District National Education Association (SDNEA).

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77 2.8 The term “Board” shall refer to the Board of Education of the Special School District of St. Louis
78 County.

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80 2.9 The term “Superintendent” shall refer to the Superintendent of Schools of the Special School
81 District of St. Louis County.

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83 2.10 Unless the context in which they are used clearly requires otherwise, words used in this
84 Resolution denoting gender shall include both masculine and feminine; and words denoting number shall
85 include both the singular and plural.

87 **ARTICLE 3**

88 **STATUS OF THE RESOLUTION**

89 3.1 The Board, whose authority is strictly defined and delineated by statutes, may only function in the
90 manner and to the extent that it is authorized to do so by Missouri statutes. The Board has the final
91 responsibility of evaluating, establishing, amending and determining policies for the District.
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93 3.2 This Resolution, upon approval by the Board, shall be considered as an additional operational
94 document and shall be policy of the District. In the event that any other policy of the District relating to
95 salaries or other terms and conditions of employment of the Employees is considered for change during
96 the term of this Resolution, the Association will be allowed to bargain with Board representatives on the
97 proposed change(s).
98

99 3.3 This Resolution sets forth terms and conditions of employment of all Employees. Individual
100 contracts issued by the Board shall be consistent with the terms of this Resolution, Board policy and state
101 statutes.
102

103 3.4 The District shall post the Joint Resolution on the District's intranet site and provide the
104 Association with an electronic copy of the Resolution. Amendments shall be posted on the District's
105 intranet site within one month after approval by the Board. The District will provide a copy of the Joint
106 Resolution to special education contacts in all partner districts and SSD schools / worksites. New
107 Employees will be given a copy of the Joint Resolution at orientation.
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ARTICLE 4

CONFORMITY TO LAW

4.1 If any term or provision, or any part of any term or provision, of this Resolution is or becomes in conflict with any federal or state law, such term or provision shall continue in effect only to the extent permitted by such law. Provided, if any term or provision of this Resolution is or becomes in conflict with any state or federal law, such conflict shall not affect or impair any other term or provision of this Resolution.

4.2 In the event a term or provision is determined to be contrary to law as stated in Section 4.1, District and Association representatives shall bargain within 90 days from the date either party notifies the other of a potential conflict with respect to such matter.

125 **ARTICLE 5**

126 **RIGHTS OF THE ASSOCIATION**

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131 5.2 An Association representative specifically designated by the Association may meet with
132 immediate supervisor(s) to consider grievances without loss of pay for time rendered. These meetings
133 will be mutually scheduled to minimize disruption of instructional services.

134
135 5.3 The Association bargaining team members shall not suffer loss of pay while attending bargaining
136 sessions with District representatives provided (1) such sessions are jointly scheduled and (2) the number
137 of team members does not exceed six (6), in addition to the SDNEA President and the UniServ Director.
138 The District will not bill the SDNEA for said bargaining team member’s participation in the bargaining
139 process.

140
141 5.4 The Association and/or building representative of the association shall be permitted to conduct
142 official Association business on school property. The Association acknowledges that the Special District
143 owns and is therefore responsible for all copiers, communications equipment/ services, and audio/visual
144 equipment in District buildings. Therefore, the District grants the Association permission to use said
145 equipment/services according to the following conditions:
146

- 147 1. Any representative of the Association, prior to using District facilities and/or equipment, shall
148 give reasonable notice of intent to use said facilities and/or equipment.
- 149 2. Said use may not disrupt the delivery of instructional services or the normal operations/ functions
150 of the District.
- 151 3. The Association agrees to abide by all Board policies regarding appropriate use of said
152 facilities/equipment.
- 153 4. The designated District administrator may deny the Association use of District Facilities and/or
154 equipment if these conditions are not met.

155
156 5.5 On or before October 15 of each year the District will provide the Association with the names,
157 addresses, job positions and work locations of all Employees. The District will also provide an updated
158 list of Employees with names, addresses, job positions and work locations by February 15.

159
160 5.6 After appropriate action by the Board, the District will provide the Association with a list of all
161 newly hired Employees, their addresses, job positions and work locations; Employees who have resigned
162 or have been terminated; and Employees on long-term leaves of absence.

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164 5.7 Association Leave

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166 5.7.1 The Association will be granted thirty (30) days of leave per year with pay to be used for
167 Association business as may be authorized by the President of the Association. The Association
168 may be provided with an additional thirty (30) days of leave provided the Association pays the
169 District for any additional days of leave at the Employees per diem rate. Requests for Association

170 leave will be submitted by the President of the Association or his/her designee to the Assistant
171 Superintendent of Human Resources for consideration and approval. Such requests shall be
172 submitted in writing no less than seven (7) working days in advance and shall specify the names
173 of the employees involved and the length of time/days off.
174

175 5.7.2 The Association shall be granted three (3) days for elected delegate(s) to attend
176 NEA/MNEA meetings/and conferences. The Association will provide the District in writing the
177 purpose, dates and times. Release of more than two teachers per building is contingent upon the
178 availability of substitutes. If release time for a representative is not granted because of sub
179 availability the Association may request a meeting with the Assistant Superintendent of Human
180 Resources. The Association will reimburse the District for the cost of a substitute teacher, if a
181 substitute is hired, at the Board of Education approved rate.
182

183 5.7.3 The President of SDNEA will be released from his/her regular position on a full time
184 basis. During the term of office, the President shall be compensated in accordance with the
185 Salaries and Salary Payment article of this agreement and retain all other benefits as he/she would
186 in full time employment. He/she will maintain seniority and the absence shall not be construed as
187 a break in service. The Association will reimburse the District for the cost of the President's
188 salary in an amount equal to the difference between the salary of Step 1/Channel 1 and Step
189 18/Channel 5. The SDNEA President shall be assigned a mailbox, an email address, a voicemail
190 number, and a folder on the District's electronic communication system, to be used for District
191 and/or Association communication; for the purpose of receiving all teacher-level mailings.
192

193 5.8 Any Employee elected to the office of president or vice president of the state (MNEA) or national
194 (NEA) association requiring full-time service, may request a leave of absence, without pay, for the term
195 of office. The Employee, to return to active employment, must give notice before May 15 of the year
196 preceding the school year to be reinstated to the same or substantially equivalent position held prior to the
197 leave provided, however, that said Employee's departure and return must coincide with a school year,
198 and, provided further, that in circumstances where the District's enrollment is declining, and there must
199 be a reduction of personnel, such Employee has no greater rights than any other similarly situated
200 Employee. Upon reinstatement, the Employee will be credited with all benefits of employment accrued
201 prior to the commencement of the leave including, but not limited to, placement on the salary schedule,
202 tenure, seniority, accrued leave at the time of absence or eligibility therefore. As it pertains to the tenure
203 status of the Employee, the time spent on leave shall not count toward tenure, but shall not constitute an
204 interruption in continuous service.
205

206 5.9 The Association will have representation on approved District-wide committees. The Association
207 and Assistant Superintendent of Human Resources will discuss the list of approved committees and
208 Association representation on said committees. The District will make the final determination regarding
209 the appropriateness of committees requiring Association representation. The District-approved number of
210 committee representatives for the Association will be selected by the Association President.
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212 **ARTICLE 6**

213 **PAYROLL DEDUCTIONS**

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216 6.1 Upon appropriate written authorization from the Employee, the District shall deduct from the
217 salary of the Employee and make appropriate remittance for approved annuities, dependent insurance and
218 any other plans or programs as may be approved by the District.
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220 6.2 The following guidelines will be applicable to Employees who desire to have their Association
221 dues deducted from their payroll checks:
222

223 6.2.1 Any Employee who is a member of the Association, or who has applied for membership,
224 must sign a Payroll Deduction Authorization Form for membership dues, voluntary contributions
225 and assessments.
226

227 6.2.2 The authorization for payroll deduction must be delivered to the Payroll Department not
228 later than the first (1st) day of the pay period for which the deduction is to be made.
229

230 6.2.3 Authorization for dues deduction shall continue in effect from year to year unless the
231 member revokes said authorization in writing by August 31st to the Association for the upcoming
232 school year. The Association will send notification to the payroll department of those individuals
233 who have discontinued dues deductions.
234

235
236 6.2.4 Pursuant to said authorization, the District shall deduct one eighteenth (1/18) of such dues
237 from the salary checks of the Employee for nine (9) months, beginning with the end of September
238 and ending in June of each year.
239

240 6.2.5 Deductions for members employed and/or enrolled after commencement of the school
241 year shall be appropriately established by the Association in writing to the Payroll Department.
242

243 6.2.6 On or before September 1 of each year the Association shall certify to the Payroll
244 Department the SDNEA dues rate structure for the ensuing year.
245

246 6.2.7 The Payroll Department and the Association will exchange an initial list of Employees for
247 whom such deductions have been made following the start of the school year, and such additions
248 as shall become effective during the year. The Association agrees to hold the District and the
249 Board harmless for any damages arising out of any legal action by any Employee contesting any
250 application of this policy and/or procedure.
251

252 6.2.8 With respect to all sums deducted by the Payroll Department pursuant to authorization of
253 the Employee(s), the Board agrees to remit promptly the sums to the Association.

254 **ARTICLE 7**

255 **DUE PROCESS**

256 **7.1 Due Process Procedure**

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260 7.1.1 Employees will be afforded due process. Whenever an Employee is required to appear
261 before an administrator, supervisor, the Board or any members thereof, concerning disciplinary
262 action (suspension, with or without pay; administrative leave, and termination), he/she will be
263 given prior written notice of the meeting together with the purpose of the meeting and the invited
264 participants. The Employee will have the opportunity to respond to the circumstances relating to
265 the disciplinary action. The Employee will be entitled to have a representative of the Association
266 present to represent him/her during such an appearance. When a request for Association
267 representation is made, no action shall be taken with respect to the Employee until the
268 representative of the Association is present, provided such representation is timely. The District's
269 decision regarding disciplinary action will be provided in writing to the Employee.

270
271 7.1.2 The District reserves the right to administer disciplinary action without Association
272 representation when the consideration of normal District operations and/or the health and safety
273 of any Employee/student might be affected. Article 7.1.1 does not apply when an administrator
274 meets with an Employee to gather factual information relating to a situation/event or when an
275 administrator meets with an Employee as part of the PBE process.

276
277 7.1.3 Any disciplinary action taken against a Tenured Employee shall be in accordance with the
278 procedures set forth in the "Teacher Tenure Act" providing such Employee is covered by the Act.
279 If suspended or placed on administrative leave, employees shall continue to receive pay and
280 benefits until the Board renders its decision.

281
282 7.1.4 Unsubstantiated, frivolous, malicious and/or vexatious complaints shall not be placed in
283 the Employee's personnel file.

284
285 7.1.5 If an Employee believes that unsubstantiated, frivolous, malicious and/or vexatious
286 complaints are included in a supervisor's file he/she may make a written request to the Assistant
287 Superintendent of Human Resources to review his/her claim and remove said information. The
288 Assistant Superintendent will notify the Employee of his/her findings.

289
290 7.2 Only a complaint brought to the attention of the Employee may be used as the basis of
291 disciplinary action. Employees are to be made aware of complaints within five (5) days of the
292 administrator's knowledge of the complaint. Anonymous complaints will not result in disciplinary action
293 unless an Employee is afforded due process. The supervisor may allow an Employee to have Association
294 representation at a meeting to discuss a complaint.

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297 7.2.1 It is in the best interest of all parties to resolve complaints in a timely manner.

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299 7.2.2 If the complaint is determined by the supervisor to be invalid, no action will be taken

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against the Employee.

7.2.3 If disciplinary action is to be taken, Article 7.1.1 applies.

7.3 Employees who make a written request to the Assistant Superintendent of Human Resources for a copy of the written statement that they provided during a District investigation will be provided said copy within ten (10) days.

308 **ARTICLE 8**

309 **PERSONNEL RECORDS**

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311
312 8.1 It is the intent of the Board to maintain complete and current personnel files for all Employees.
313 There shall be one personnel file for the District, which shall be maintained in the Human Resource
314 Division. The personnel file may be an electronic file. This file will be considered confidential
315 information and will only be available to authorized administrative personnel and to the Employee.
316 Upon request to and in the presence of the appropriate administrative official, any Employee will have
317 the right, during regular working hours, to inspect his/her own personnel file with the exception of the
318 confidential section. The confidential section includes, but is not limited to: pre-employment records
319 and information obtained during personnel investigations.

320
321 8.2 Upon request, a copy of any documents that are not part of the confidential section shall be
322 afforded the Employee. Only one such copy shall be at District expense. A representative of the
323 Association, at the Employee's request, may accompany the Employee in this review.

324
325 8.3 Non-confidential complaints or letters of reprimand will not be entered or filed in the Employee's
326 personnel file until the Employee is given an opportunity to review the information and comment
327 thereon. The Employee will have the right to request a copy and append a reply to the statement, which
328 will also be included in the personnel file.

329
330 8.4 Any material mutually determined by the District and the Employee to be inappropriate or invalid
331 shall be removed from the Employee's personnel file.

332
333 8.5 Employment records shall be kept for all Employees, covering at least the following items:

- 334
335 1. Application of Employment
336 2. Copy of Certification
337 3. Official college transcripts/grade reports
338 4. I-9 Form
339 5. Police Record Check
340 6. References at time of employment
341 7. Years of employment
342 8. Salary each year
343 9. Formal evaluation records
344 10. Date of termination of service
345 11. Reason for termination of services
346 12. Department of Children Family Services Check
347 13. Notification of Drug Free Workplace

348
349 8.6 The personnel records of all Employees shall be confidential. Except as provided in Sections 8.1

350 and 8.2, no one shall have access to these records except administrative personnel who are in charge of
351 the records unless specific permission is given by the Superintendent or his / her designee.

352
353 8.7 Unless the document states otherwise, when an Employee is requested to sign material placed in
354 his/her personnel file, such signature shall be understood to indicate his/her awareness of the material. A
355 copy of the document shall be provided to the Employee bearing the signature of the Employee and the
356 originator of the document.

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358 **ARTICLE 9**

359 **EMPLOYEE EVALUATION**

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362 9.1 All evaluations will be performed on the approved Special School District Performance Based
363 Teacher Evaluation process. The Employee's evaluation shall be based on his/her work position and
364 upon the performance criteria set forth in the District's Performance Based Evaluation (PBE). The PBE
365 guidelines will be available on the District's intranet and available in Human Resources. Bound copies
366 of the Joint Resolution will be allocated to SDNEA to distribute to each building / worksite contact.
367

368 9.2 A standing PBE Committee will review the instrument annually and make recommendations for
369 consideration by the Superintendent or his / her designee. The Association shall have representation on
370 the committee. The Association President will choose Association representatives for the committee.
371 The District may choose other committee members. The District and Association President will discuss
372 committee membership.
373

374 9.3 The Superintendent may choose to modify the PBE process as he/she deems appropriate. It is
375 understood that the Superintendent will solicit feedback from the PBE Development Committee and that
376 the Association may make recommendations regarding the Performance Based Evaluation Process to the
377 Superintendent.
378

379 9.4 Staff members who believe PBE timelines and/ or procedures were not adhered to or who feel factual
380 content referenced in a PBE document is inaccurate should reference the PBE appeal process outlined in
381 the PBE document.
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383 **ARTICLE 10**

384 **GRIEVANCE PROCEDURE**

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387 **10.1 Definitions**

388
389 10.1.1 A “grievant” shall mean an Employee, group of Employees, and/or the Association
390 filing a grievance on behalf of a named Employee, or as an entity in matters pertaining to this
391 Resolution.

392
393 10.1.2 A “grievance” shall be a written claim by a grievant that a dispute or disagreement exists
394 involving interpretation or application of the terms of this Resolution or of an existing Board
395 policy.

396
397 10.1.3 A “party in interest” is the person or persons making the claim and any person whom
398 might be required to take action or against whom action might be taken in order to resolve the
399 claim.

400
401 10.1.4 “Work Days” shall refer to days on the SSD calendar when Employees are
402 on duty.

403
404 **10.2 Grievance Guidelines**

405
406 10.2.1 Evaluation decisions and judgments of Employee performance, the termination of services of a
407 tenured Employee, or the non-renewal of a probationary Employee’s contract are excluded from this
408 grievance procedure. (Reference “Appeal of the Performance Evaluation Process” as outlined in the PBE
409 guidelines for resolution of PBE matters.)

410
411 10.2.2 The written grievance shall identify the term of this Resolution or existing Board policy and will
412 identify the relief requested by the grievant. The grievant must elect the remedy for their
413 dispute/disagreement with this Resolution. If an Employee chooses to first file a charge with an outside
414 agency, the Employee is precluded from filing a grievance.

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416
417 10.2.3 The Board shall recognize grievance representatives upon their identification by the Association.
418 Upon the grievant’s request, an Association representative shall be present for any meetings, hearings,
419 appeals or other proceeding relating to a grievance which has been formally presented in writing.

420
421 10.2.4 A class grievance involving more than one supervisor and a grievance involving the administrator
422 above the building level may be filed by the Association at Step II.

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424 10.2.5 In matters dealing with alleged violations of Association rights, the grievance shall be initiated at
425 Step II.

426
427 10.2.6 Nothing contained herein shall be construed as limiting the right of any Employee having a
428 complaint to discuss the matter via administrative channels and to have the problem adjusted without the

429 involvement of the Association.

430

431 10.3 Grievance Process

432

433 10.3.1 INFORMAL STEP - The parties of interest acknowledge that it is most desirable for an Employee
434 and his immediately involved administrative supervisor to resolve problems through free and informal
435 communications. Within ten (10) working days of the dissemination of verbal and/or written
436 communication about an act or condition, which is the basis for a possible grievance, the Employee shall
437 request to meet with the immediately involved administrative supervisor. When requested by the
438 Employee, a representative of the Association may be present to assist in this resolution.

439

440 10.3.2 STEP I – If the grievant is not satisfied with the disposition of Informal Process, then the grievant
441 may, within ten (10) working days, submit the grievance in writing to the administrative supervisor, with
442 a copy to the Assistant Superintendent of Human Resources and Superintendent. The administrative
443 supervisor will arrange for a meeting to take place within seven (7) working days after receipt of the
444 written grievance. Upon conclusion of the hearing, the administrative supervisor will have seven (7)
445 working days to provide the grievant with his/her written decision, including the reasons for the decision.

446

447 10.3.3 STEP II – If the grievant is not satisfied with the disposition of his/her grievance at Step I, or if no
448 decision has been rendered within the Step I time frame, then the grievant may, within seven (7) working
449 days, submit the grievance for appeal to the Director. The Director shall arrange for a hearing with the
450 grievant to take place within seven (7) working days after receipt of the appeal. Upon conclusion of the
451 hearing, the Director will have seven (7) working days to provide the grievant with his/her written
452 decision, including the reasons for the decision.

453

454 10.3.4 STEP III – If the grievant is not satisfied with the disposition of his/her grievance at Step II, or if
455 no decision has been rendered within the Step II time frame, then the grievant may, within seven (7)
456 working days submit the grievance for appeal to the Superintendent or his/her official designee. The
457 Superintendent or his/her official designee shall arrange for a hearing with the grievant to take place
458 within seven (7) working days after receipt of the appeal. Upon conclusion of the hearing, the
459 Superintendent or his/her official designee will have seven (7) working days to provide the grievant with
460 his/her written decision, including the reasons for the decision.

461

462 10.3.5 STEP IV - If the grievant is not satisfied with the disposition of his/her grievance at Step III, or if
463 no decision has been rendered within the Step III time frame, then the grievant may, within seven (7)
464 working days, submit the written grievance for appeal to the Board. The Board or its official designee
465 shall arrange for a hearing with the grievant before the full Board or, at the Board's discretion, with a
466 subcommittee of the Board to take place no later than the second business meeting after the written
467 appeal has been received. The Board will conclude its deliberations no later than the second business
468 meeting after the hearing and will provide the grievant with its written decision within seven (7) working
469 days. The decision of the Board is final and binding on all parties.

470

471 10.3.6 When a grievance is submitted on or after May 1, the parties agree to attempt to reach a resolution
472 regarding the grievance prior to the beginning of the new school year school year.

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474 10.3.7 No event from a prior academic year (July 1 through June 30) will be considered grievable.

475
476 10.3.8 The parties in interest shall have the right to include in the presentation such witnesses, as they
477 deem necessary to develop facts pertinent to the grievance.
478
479 10.3.9 No reprisals of any kind will be taken by the Board or the District against any Employee because
480 of his/her participation in this grievance procedure.
481
482 10.3.10 The District will furnish the Association such information as is reasonably requested for the
483 processing of any grievance.
484
485 10.3.11 Failure by the grievant to file or process any grievance within the time limit provided in this
486 procedure shall be a bar to any further action on such grievances.
487
488 10.3.12 The time limits specified may be extended by the mutual written agreement of the grievant and
489 any person with whom the grievance is filed or appealed.
490
491 10.3.13 All documents, communications, and records dealing with the processing of a grievance shall be
492 filed separately from the personnel files of the participants.
493

494 **ARTICLE 11**

495 **STAFF PROTECTION**

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497
498 11.1 The District agrees to provide Employees with liability insurance. The District liability insurance
499 provided in Board policy gives coverage to those Employees whose duties and responsibilities may
500 include administering medication and performing medically related procedures. Employees expected to
501 perform these duties and responsibilities will be told to do so in writing and will be provided training.
502

503 11.2 Whenever an Employee is absent from employment, and is unable to perform his/her duties as a
504 result of personal injury sustained in the course of employment, he/she will be paid his/her full salary for
505 the day on which the injury occurred and the next two (2) days of absence preceding the effective date of
506 Worker's Compensation. The Employee shall reimburse any money received from Worker's
507 Compensation for those three (3) days to the District.
508

509 11.2.1 The District will inform an Employee who is absent due to worker's compensation injury
510 of the District's Board Policy regarding supplemental sick leave during the time they are not
511 working due to a worker's compensation claim. An Employee may request in writing a prorated
512 deduction from their remaining pay periods for the school year if there is a negative difference
513 between the Employee's next scheduled semi-monthly salary payment and the worker's
514 compensation adjustment.
515

516 11.3 Any Employee who sustains damage to personal property as a result of student physical action
517 while performing official District responsibilities may apply for reimbursement for the damage. Any
518 Employee who believes that he/she has sustained damage to personal property due to a student physical
519 action shall submit a report of the incident to his/her supervisor. The supervisor will investigate each
520 reported incident and make a recommendation to the Superintendent. The Superintendent shall make the
521 final determination of whether the damage is reimbursable. Any Employee who incurs damage to
522 personal property, physical injury or a threat as a result of a student's action while performing District
523 responsibilities may file a police report. The Employee should notify his/her supervisor if a police report
524 is going to be made that involves District services and / or operations.
525

526 11.4 When infectious diseases are known to be present, Employees will be notified on a need to know
527 basis and the District will take appropriate steps to protect the Employees on recommendation and
528 consultation with community medical resources. The District will develop guidelines outlining the
529 reporting requirements relating to communicable diseases. These guidelines will be shared with the
530 partner districts' lead nurses or other appropriate persons by the District.
531

532 11.5 The District and the Association representatives will continue the Committee established to
533 address the safe delivery of specialized health care in the District. The committee membership shall
534 include but not be limited to the following: Director, Area Coordinator, Principal, Teacher,
535 Paraprofessional, Nurse, Association Representatives and Physician as needed.
536

537 11.6 Each SSD school / building shall develop and annually review its site safety, health, and
538 emergency preparedness plan for distribution to Employees at the site. Site plans are expected to cover
539 contingency plans for a wide variety of safety risks including but not limited to intruders on the worksite,

540 fire, earthquake, evacuations, and emergency closings.
541

542 **ARTICLE 12**

543 **CONDITIONS/HOURS OF WORK**

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545
546 12.1 All Employees shall be assigned definite hours of work and designated starting and ending times.
547 Work schedules showing the Employees' hours and days of work will be provided to Employees prior to
548 the beginning of the school year. Both parties understand that circumstances may dictate a change in
549 work hours. The District will make every effort to communicate a permanent change in work hours with
550 at least five (5) workings days advance notice. If 5 days advance notice is not given, staff who have
551 hardship situations may request work hour modifications during the 5 day window. The District will
552 attempt to provide coverage for the affected Employee. A workday for full-time Employees under
553 contract will be seven and one-half (7-1/2) hours. Employees will not be required to provide direct
554 service to students before and/or after the instructional day. The workweek is defined as Monday
555 through Friday.

556
557 12.1.1 Employees may be required to complete a modified workday if (a) component district
558 building(s) exceed seven and one-half (7-1/2) hours. The District will consult with
559 Representatives of the Association and attempt to reach a mutually agreed upon resolution ~~and~~
560 about the modified workday. The resolution may include but not be limited to the following:
561 additional personal day(s), payment of a stipend, payment at the employee's per diem rate or not
562 working the additional time. If a mutual agreement is not reached the Association may appeal the
563 issue to the Board.

564
565 12.1.2 The part-time Employees' schedules and workdays will be determined by the percentage
566 of time worked as compared to a 7-1/2 hour workday. Part-time Employees' schedules and
567 workdays will be pro-rated based on the percentage of time for which they are employed.

568
569 12.2 Hours of Work Within the School Day

570
571 12.2.1 The District will provide a paid thirty (30) minute duty-free lunch period daily. The
572 thirty (30) minutes must be contiguous. Emergency situations may require other lunch period
573 duties. Any Employee who does not receive a duty-free lunch on a regular basis should contact
574 his/her supervisor. The supervisor will resolve the situation within ten (10) working days.

575
576 12.2.2 All Employees shall be provided a minimum of two hundred fifty (250) minutes of
577 preparation time during the instructional week. An Employee's preparation time shall be used for
578 performance of professional duties exclusive of direct pupil instruction or evaluation. Each
579 supervisor shall monitor staff schedules to ensure a minimum of a thirty-five (35) contiguous
580 minute period per workday for each Employee. Alternative scheduling formats may necessitate
581 the scheduling of preparation time on alternative days and averaging the total minutes (250
582 minutes per week) over a two (2) week period of time. Employees whose schedules do not allow
583 for the minimum of preparation time per week should notify their supervisor. The supervisor will
584 resolve the discrepancy.

585
586 12.2.3 Employees who are assigned to more than one school building or who travel to perform
587 their assigned duties shall be provided reasonable travel time in addition to their lunch, and

588 preparation periods.
589

590 12.2.4 District Employees may be assigned duties during the workday, which are consistent to
591 the duties assigned to the component district classroom teachers. Duties are usually defined as
592 non-instructional supervisory activities, such as: lunch duty, hall duty, recess duty, bus duty, etc.
593 If an Employee is assigned duties they believe to be inequitable, they may ask for a meeting with
594 their supervisor to resolve the problem in a timely manner. The supervisor will provide a
595 response within ten (10) working days.
596

597 12.2.5 A committee that includes Association representation, as outlined in Article 5, will be
598 convened during the 2011-2012 school year to examine special education contact and department
599 chair duties. The committee will make recommendations to the Superintendent for his / her
600 consideration.
601

602 12.2.6 District Employees who are assigned as the Special Education Contact in a secondary
603 school may require additional preparation time. The supervisor will determine the amount of
604 additional prep time if any is required.
605

606

607 12.3 Hours of Work Outside the School Day

608

609 12.3.1 Staff meetings/activities may be scheduled outside the workday. The following
610 guidelines will be followed:
611

612 12.3.2 The supervisor will communicate with the staff the date, time and place of the
613 meetings/activities. Friday meetings outside of the workday will only be scheduled in cases of
614 emergency.
615

616 12.3.3 Except in cases of emergency, the Employees shall be provided at least seven (7)
617 working days prior notice of the scheduled staff meetings/activities. Employees may submit
618 items to be considered for inclusion in the meetings/activities.
619

620 12.3.4 An aggregate amount of time not to exceed forty (40) hours per school year may be
621 utilized by the District for mandatory SSD / Partner District meetings, trainings, and school
622 related activities that occur outside of the Employee's 7.5 hour work day. The forty (40) hours is
623 a maximum limit not a required amount of time allocated for meetings, trainings and school
624 related activities during a school year. The Employee will document time spent in meetings,
625 trainings, and school-related activities. The Employee's immediate Supervisor and component
626 district building administrator will coordinate scheduling of Employee attendance at component
627 district and Special School District meetings, trainings, and activities. The Supervisor and
628 component district building administrator will evaluate the relevancy of said meetings, trainings,
629 and activities. Staff input may be considered when the Supervisor and component district building
630 administrator consider relevancy. The District may use part of the forty (40) hours to complete
631 District business. When an Employee anticipates that their total hours may exceed forty (40) they
632 will notify their direct Supervisor in writing. The Supervisor will investigate the written claim and
633 determine a solution.

634 12.3.5 If District Employees working in component districts are required to attend component
635 district staff and training meetings which component district staff is required to attend, 12.3.4
636 applies. If component district staff receives compensation for these in-service meetings, Special
637 School District Employees will be equally compensated. The immediate supervisor will provide
638 prior approval for any such in-service. Any in-service meeting for which an Employee is
639 compensated will not count towards the forty (40) hours of aggregate meeting/activity time.
640 Professional responsibilities such as but not limited to: IEP and Diagnostic conferences, student
641 staffings, parent-teacher conferences and / open houses that occur outside of the normal 7.5 hour
642 work day do not count as part of the 40 hours designation. Directors and supervisors will develop
643 an attendance solution for employees who are required to attend more than four (4) parent teacher
644 conferences / open houses in one school year. If an employee is not satisfied with the proposed
645 solution he / she may appeal said decision to the Assistant Superintendent of Human Resources.
646 If an employee has received a comp day for parent teacher conferences / open houses those days
647 do not apply.

648 12.3.6 Special District Employees working in component district buildings will not be required
649 to work component district activities that are outside of the workday (athletic games, etc.) except
650 on a voluntary basis.

651
652 12.4 Work Environments

653
654 12.4.1 An Employee who feels that the physical condition of their work environment in a Special
655 District building is not safe should notify their supervisor in writing. The supervisor upon
656 learning of the safety concern will investigate the concerns and determine a solution. Serious
657 safety issues will be addressed within 2 working days.

658
659 12.4.2 An Employee assigned to a work location that is not an SSD building should notify the
660 administrator in charge of said building and their direct supervisor of any safety concerns
661 regarding their work environment. If the issue is not resolved by the building administrator the
662 supervisor will notify their director regarding the situation. The director will contact appropriate
663 partner district personnel to correct the situation.

664
665 12.4.3 An employee assigned to his / her new worksite(s) / building(s) will be made aware of the
666 new building/worksite procedures and protocol information from their supervisor or designee
667 within five (5) working days of his / her start date.

668
669 12.5 Required Specialized Training

670
671 12.5.1 The District recognizes that some students require goals, objectives, adaptations,
672 modifications, equipment and/or instructional techniques that require specialized training. When
673 such services are needed to implement the IEP, the Employee shall be provided with the
674 necessary specialized training.

675
676
677

678 **ARTICLE 13**

679 **SCHOOL CALENDAR/HOLIDAYS**

680
681
682 13.1 When a tentative school calendar is prepared, the Board representative(s) will meet and discuss
683 the calendar with the Association representatives prior to the submission of the school calendar to the
684 Board. The Special School District school calendar shall be distributed yearly to all Employees.
685

686 13.2 The school calendar of 192 days (4 of which are paid holidays) adopted by the Board establishes
687 the term (number of employment days) of the school year and identifies days staff, who follow Special
688 School District's calendar, are required to report to work. Employees assigned to school buildings
689 operated by Special School District will report to work on the days required as indicated by the Special
690 School District calendar. Employees assigned to work in school buildings owned and/or operated by
691 other St. Louis County School Districts will follow the calendar adopted by the Board of said district
692 except as noted in 13.3.
693

694 13.3 Component District Calendars

695
696 13.3.1 In cases where the total number of days staff are required to report to work, as identified
697 in the component district calendar, exceeds the total number of days staff are required to report to
698 work, as identified in the Special School District calendar, the Employee assigned to work in the
699 component district building will be paid at his/her per diem rate, by the June 30 paycheck, for the
700 additional days the Employee works. When possible, the payment will be in a lump sum on the
701 June 30 paycheck.
702

703 13.3.2 In cases where the total number of days Employees are required to report to work, as
704 identified in the component district calendar, is less than the total number of days Employees are
705 required to report to work, as identified in the Special School District calendar, the Employee may
706 be assigned additional duties. These duties may be assigned only on days contiguous to the
707 component district calendar. These duties will be related to the Employee's assigned professional
708 responsibilities and will not require travel outside the region unless workshop/workshop activities
709 are held outside of the region.
710

711 13.3.3 The Regional Director will notify Employees assigned to a component district of any
712 differences between the component district calendar and the District calendar and the dates
713 assigned to align the Employee's workdays to the District calendar by the end of the current
714 school year if possible, but no later than 6 weeks before teachers are to report to work if possible.
715
716

717 13.4 Employees shall not be eligible for additional compensation in cases where additional workdays
718 for pupil attendance must be scheduled by the District in order to meet the state requirement of one
719 hundred seventy-four (174) pupil attendance days.
720

721 13.5 Teacher workdays as scheduled in the Special School District and / or a partner district calendars
722 may be used for participation in workshops, in-service, instructional support activities such as planning,
723 preparing instructional materials, formulating I.E.P.s, evaluations of students' progress records, etc.

724 Supervisory personnel in collaboration with the staff will determine the specific use of these days. In
725 general, no more than half of a teacher workday will be used for staff development/meetings.

726
727 13.6 The special education director of Employees assigned to a partner district will collaborate with said
728 district to determine the use of professional development days and to ensure relevancy of topics for SSD
729 staff. If the director of special education determines a PD day is not relevant then the day will be used
730 for District activities outlined in Article 13.5.

731
732 13.6 When the State NEA meeting is held in St. Louis, Special School District buildings / sites will not
733 be in session. Since these are designated workdays, Employees are expected to attend the State meeting
734 or report to their assigned building. Employees will provide prior notice to their supervisor of their intent
735 to attend the NEA conference. Employees assigned to a partner district that does not have students in
736 attendance may attend the local NEA conference. Prior notice guidelines noted above must be followed.
737 The District reserves the right to request proof of attendance for any Employee if circumstances warrant.

738
739 13.7 Holidays

740
741 13.8.1 The following shall be scheduled paid and non-paid holidays for Employees.

- 742 Labor Day (Non-paid)
743 Thanksgiving Day (Paid)
744 Day after Thanksgiving Day (Non-Paid)
745 December 24 (Non-Paid)
746 December 25 (Paid)
747 December 31 (Non-Paid)
748 January 1 (Non-Paid)
749 Martin Luther King Day (Paid)
750 Presidents Day (Paid)
751 Memorial Day (Non-Paid)
752 Independence Day (Non-Paid)

753
754
755 13.8.2 When a holiday falls on a Saturday or Sunday the District reserves the right to follow the
756 federal or state observance date for said holiday.

757
758 13.9 Employees who follow SSD's calendar and are required to work when school is in session on one
759 of the above described paid or non-paid holidays shall receive additional pay equal to their regular daily
760 rate of pay, except in cases where the holiday becomes a scheduled workday in order for a school district,
761 other than the Special School District, to meet its obligation according to the regulations of Missouri
762 statutes pertaining to the length of the school year (174 pupil attendance days).

763

764 **ARTICLE 14**

765 **ADMINISTRATIVE RIGHTS**

766
767
768 14.1 The Association recognizes that all matters pertaining to the policies that affect the management
769 and operation of the Special District, including its educational and fiscal affairs, are the basic
770 responsibility of the Board pursuant to the Educational Laws of the State of Missouri except as these
771 policies are specifically modified by the terms of this Joint Resolution.
772

773 14.1.1 The Association recognizes that the Special District retains the sole and exclusive right
774 and authority to manage the business of the Special District, including, but not limited to the right
775 and authority to plan, direct and control its operations; to determine the location, design, size and
776 number of buildings; to decide the business hours of its operation; to decide the types of
777 educational service it shall provide within lawful limitations; to determine the starting and
778 quitting time for employees, work schedules and number of hours to be worked; to select,
779 implement and modify as needed the method for recording and accounting for time worked and
780 time absent; to organize and reorganize the administrative staff; to determine duties assigned to
781 positions and to assign duties to administrative positions; to have the sole right to discipline,
782 suspend with or without pay, and to discharge employees; to hire, layoff, assign, transfer, and
783 promote employees to select and hire, to promote to a better position, to maintain efficiency of
784 employees; to determine the number of teaching and non-teaching staff; to make assignments, to
785 introduce new or improved methods, techniques, and programs; to evaluate employees to
786 determine the method of evaluation; to determine class size; to determine whether or not to
787 subcontract; to determine the number and duties of employees; to determine whether and to what
788 extent the work required in operating its business and supplying its services shall be performed by
789 employees covered by this Agreement; to consolidate programs; and to make reasonable rules and
790 regulations pertaining to employees by this Joint Resolution.
791

792 14.1.2 It is the intention of the parties that all of the rights, powers, and authority that the Special
793 School District had prior to the signing of this Joint Resolution are retained by the Special District
794 and that with the exception of specific provisions of this Joint Resolution the Special District shall
795 have unrestricted right to manage its affairs. This Joint Resolution constitutes the full and
796 complete commitments of the Special District to the Association.
797

798 14.1.3 In the exercise of such rights above the District shall comply with the provisions of this
799 Joint Resolution. It is further agreed that the final decision of the Special District made by the
800 Superintendent of Schools with respect to any of the above matters shall not be further reviewable
801 by the grievance procedure.
802

803 **ARTICLE 15**

804 **CLASS SIZE AND CASELOAD STANDARDS**

805
806
807 15.1 The District will make every effort to comply with DESE recommendations relating to caseload
808 size for teacher level staff. Association may request caseload reports on a quarterly basis. The District
809 will provide said reports within ten working days to the Association.

810 15.2 General Provisions

811
812 15.2.1 DESE caseload recommendations reflect limits not goals. Depending upon the
813 instructional needs of the students, caseload limits should be considered situational and should
814 require differing targets. For example elementary classes will generally have a smaller caseload
815 number than secondary classes due to the greater individual student management needs presented
816 by younger students. When a teacher's caseload exceeds 90% of the effective DESE
817 recommendation, upon written notification, the supervisor shall meet with the teacher to review
818 the caseload and to develop an action plan within ten (10) working days.

819
820 15.2.2 A committee consisting of an equal number of administrators and social workers will be
821 convened during the 13-14 school year to make improvements to the current social work caseload
822 calculation process and to determine an effective caseload limit. The SDNEA President or his /
823 her designee will be a member of the committee. The committee will also develop a process for
824 social workers to request a review of their caseload.

825
826 15.2.3 Employees may request release time to complete required caseload duties at their
827 worksite. Release time requires prior supervisor approval. Approved release time that meets the
828 qualifications of Article 15.2.3 will not be subject to disciplinary action or be noted as deficient.
829 An employee may appeal a denial of release time to their director. The director will review the
830 request and issue a decision. The director's decision is final and may not be appealed.

831
832 15.3 Support Personnel

833
834 15.3.1 The District recognizes that the teacher aides/assistants to teacher ratio is an important
835 component of a quality education program. The District shall strive to provide an adequate
836 number of support personnel in Special Education and Applied Technology where needed. In
837 cases where a Teacher believes the level of support personnel provided is not adequate to the
838 proper operation of his/her program, the Teacher shall provide the reason(s) in writing to his/her
839 immediate supervisor with a copy to the Director. Upon receipt of such advisement the
840 supervisor and Director shall meet to review the Teacher's concern. The Director will provide a
841 response in writing within fifteen (15) working days.

842
843 15.4 Extra Duty

844
845 15.4.1 To maintain educational service and safety for students, the District shall attempt to
846 provide substitutes for absent teachers in accordance with District guidelines. Except in cases of
847 emergency (safety of students and staff and / or to maintain District operations), teacher level
848 staff will not be responsible for assuming another's caseload. If a teacher assumes responsibility

849 for the workload of an absent teacher where no substitute has been provided, the teacher will
850 notify the supervisor. The District will reimburse the teacher for prep periods and lunch hours
851 worked, and for assuming instructional responsibilities for an absent teacher's entire scheduled
852 caseload during a given period/hour/time block at the rate of \$17.00 per hour. The teacher will
853 submit a time card to the supervisor to document time worked. The hourly rate may be divided in
854 half if two (2) teachers split the entire caseload of an absent teacher for a class period or block of
855 time. In cases where more than one teacher assumes instructional responsibilities for an absent
856 teacher's entire caseload during an instructional day, the teacher time cards of all individuals
857 requesting compensation for coverage will be submitted together to the supervisor, and the sum
858 total of their time cards cannot exceed the daily sub pay for a teacher. After submission and
859 processing, extra duty hours worked will be reimbursed according to the District's payroll
860 calendar.

861

862 15.5 Additional Caseload Responsibilities

863

864 15.5.1 When teacher level staff are assigned additional caseload responsibilities due to teacher
865 vacancy or placement of a long term permanent substitute, they may be asked, in writing, by their
866 immediate supervisor to assume additional caseload responsibilities beyond the normal work day
867 (e.g. IEP development and evaluation related paperwork). Effective August 1, 2009, Teachers
868 will be reimbursed at a rate of twenty-eight (\$28.00) per hour. The teacher will submit a timecard
869 to the supervisor monthly. An Employee may decline the District's offer for additional caseload
870 responsibilities if it is not an emergency situation that could impact the safety of students.

871

872 15.5.2 Employees assigned to partner districts that provide ECSE services (coalition districts)
873 will be reimbursed for actual time worked up to a maximum of one hour for completing exiting
874 ECSE student IEPs.

875

876 15.5.3 When Medicaid paperwork cannot be completed during the workday, the Employee will
877 be paid at the District rate \$28.00 per hour to complete paperwork responsibilities outside the
878 school day. Changes in the financial condition of the District that affect the pay rate will result in
879 both parties bargaining the issue.

880

881 15.5.4 The following guidelines will be used to provide ranges of time allowed for activities
882 beyond the normal workday when assuming additional caseload responsibilities.

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Screening/Evaluation Times

<u>Procedures</u>	<u>Maximum Times</u>
Speech Screen & Write-Up	2 hours
Speech Evaluation (eval, report, and conference)	4 hours
Language Evaluation (test, write-up, conference)	6 hours
Language Screening	2 hours
Intake and or Re-evaluation (test, write-up, conference)	10 hours
IEP	4 hours
Transition IEP	5 hours
FBA	3 hours
Transfer Process (School Psychologist)	(1) hour

908 **ARTICLE 16**

909 **SALARIES AND SALARY PAYMENTS**

910
911
912 16.1 Salaries for Employees subject to this Resolution during the term of this Resolution are attached
913 hereto and by this reference incorporated herein. Salaries for part-time Employees are pro-rated based on
914 the Employee's FTE (full time equivalent) (See Appendix.)
915

916 16.2 Increment steps shall take effect each year during the term of this Resolution.
917 An Employee shall receive increment credit and advancement when employed one-half (1/2) or more of
918 the annual number of workdays for which the position is authorized during the school year except as
919 outlined in Article 16.9. A financial emergency may affect the ability of the District to offer an annual
920 increment step. If this occurs, the Board or its designee will meet with Association representatives to
921 discuss the emergency and the District's solution regarding salaries/increment steps.
922

923 16.2.1 Employees will not receive step movement for the 2011-2012 school year. Effective the 2011-
924 2012 school year only, Employees who were active during the 2010-2011 school year and who return for
925 the 2011-2012 school will receive a stipend payment of \$500.00 on or before the end of September 2011.
926

927 16.3 The District will divide the Employee's contract by 24 and process semi-monthly paychecks. The
928 first paycheck will be processed August 31st and continue semi-monthly through June. On June 30th,
929 Employees will receive payment for the balance of their contract minus required deductions on one
930 check.
931

932 16.4 The District will pay all compensation due the Employee at the next regular pay period on the
933 District's payroll calendar after termination of the employment contract prior to the Employee's
934 contracted period.
935

936 16.5 The salary schedule for full-time Employees provides compensation for employment on one
937 hundred ninety-two (192) days during the course of the school year. Full-Time Employees who work
938 more than the required number of contract days shall be compensated at the daily rate of their annual
939 salary divided by the annual number of contracted days for each additional day worked.
940

941 16.6 Employees shall be placed on the District's Teacher Salary Schedule on the basis of employment
942 experience and educational preparation. New Employees with six (6) years or less credited experience
943 shall be placed one step up on the salary schedule for each year of comparable full time employment or
944 other professional/vocational experience. The District at its discretion will grant a minimum of seven (7)
945 and a maximum of twelve (12) years of credited experience for Employees with seven (7) or more years
946 of credited experience. Related but not comparable experience shall be credited at the rate of one (1)
947 year for each two (2) years of such experience.
948

949 16.7 Employees shall be placed on the channel of the salary schedule appropriate to their educational
950 preparation and degree(s)/vocational certificate(s) held. Degrees/credits must have been earned at an
951 accredited college or university, vocational training institution or through District offered college courses
952 and approved by Human Resources. Degrees/college credits for salary schedule placement or salary
953 adjustment must be appropriate to the program area in which assigned, or to meet qualifications for other

954 currently authorized District positions, including promotional, administrative and/or supervisory
955 positions. Non-degreed registered nurses salaries shall be based on the teachers B.S. channel adjusted by
956 a factor of .90.

957
958 16.7.1 Employees enrolling in a degree program or course, which begins after August 1, 2004,
959 must obtain prior Human Resources approval of courses toward salary adjustment/ advancement.
960 Any grievance arising out of a dispute over such approval shall be filed at Step II of the grievance
961 procedure.

962
963 16.7.2 No statement of degree/credit equivalency may be accepted.

964
965 16.7.3 Placement on Channel 1 shall require a B.S./B.A. degree or a Temporary Authorization
966 Certificate. Employees hired for the 2003-2004 school year and thereafter and Employees on
967 Steps 1-9 of Channel I in the 2003-2004 school year shall not advance beyond Step 9 of Channel
968 I. Employees already placed beyond step 9 of Channel I for 2004-2005 and subsequent school
969 years shall continue to advance one step for each additional year of experience to the maximum
970 step allowable in Channel I.

971 16.7.4 Placement on Channel 2 shall require a B.S./B.A. degree plus twenty (20) graduate level
972 semester college credit hours earned after degree completion, or an Initial Career Education
973 Certificate/Career Continuous Educational Certificate with less than ten (10) semester college
974 credit hours earned after certificate issuance. Any banked hours must be earned towards a
975 District-approved course of study that leads towards an Associate's Degree, Industry Recognized
976 Credential or Bachelor's Degree. Undergraduate hours with prior approval from Human
977 Resources may be considered. Employees hired for the 2003-2004 school year and thereafter and
978 Employees on Steps 1-11 of Channel II in the 2003-2004 school year shall not advance beyond
979 Step 11 of Channel II. Employees already placed beyond Step 11 of Channel II for 2004-2005
980 and subsequent years shall continue to advance one step for each additional year of experience to
981 the maximum step allowable in Channel II.

982
983 16.7.5 Placement on Channel III shall require an M.A./M.S. degree or an Initial Career
984 Educational Certificate (ICEC)/Career Continuous Educational Certificate CCEC with ten (10)
985 semester college credit hours earned after certificate issuance that meet the guidelines stipulated
986 in 16.7.4. A maximum of ten (10) semester college credit hours earned after the issuance of the
987 ICEC may be transferred to Channel 4 and applied to the CCEC plus twenty-five (25) years. Six
988 (6) college credit hours in excess of ten hours at ICEC may be banked for usage at CCEC plus 25
989 (channel IV). Employees using banked hours will be allowed to move a maximum of one channel
990 per year. All banked hours must meet the guidelines stipulated in 16.7.4.

991
992 16.7.6 Placement on Channel IV shall require an M.A./M.S. degree with one hundred and
993 eighty (180) semester college credit hours (including undergraduate and graduate hours) or an
994 M.A./M.S. degree plus fifteen (15) graduate level semester college credit hours that have been
995 earned after M.A./M.S. or completion of a Career Continuous Educational Certificate (CCEC)
996 plus twenty-five (25) semester college credit hours that meet the requirements stipulated in
997 16.7.4. The twenty-five semester college credit hours must be earned after issuance of the CCEC
998 or an Employee may carryover a maximum of ten (10) college semester credit hours earned after
999 issuance of their ICEC plus fifteen (15) college semester credit hours earned after issuance of

1000 their CCEC. A maximum of six (6) banked hours may also be applied. Prior approval from
1001 Human Resources is required to ensure courses are appropriately related to the career certificate.
1002 Undergraduate hours with prior approval from Human Resources may be considered.
1003

1004 16.7.7 Placement on Channel 5 shall require:
1005

- 1006 1 fifteen (15) additional graduate level semester college credit hours after
1007 completion of an M.S./M.A. degree with one hundred and eighty (180) semester
1008 college credit hours (including undergraduate and graduate hours
- 1009 2 an M.S./M.A. degree plus thirty (30) graduate level semester college credit hours
1010 that have been earned after completion of the M.S./M.A. degree
- 1011 3 a Career Continuous Educational Certificate (CCEC) with forty (40) semester
1012 college credit hours earned after certificate issuance that meet the requirements of
1013 article 16.7.4 except that a maximum of twenty-five (25) hours may be earned
1014 under an ICEC as per Article 16.7.6, or by meeting two (2) of the following three
1015 (3) criterion:
 - 1016 - ten (10) years experience
 - 1017 - M.S./M.A. degree
 - 1018 - National Board Certification
- 1019 4. A Specialist Degree
- 1020 5. Undergraduate hours with prior approval from Human
1021 Resources may be considered.
1022

1023 16.7.8 Employees with a PhD/EdD from an accredited college or university that is pre-
1024 approved by Human Resources shall be paid an annual stipend of \$2500.
1025

1026 16.7.9 Employees with National Board of Professional Teaching Standards (NBPTS)
1027 certification shall be paid an annual stipend equal to the PhD/EdD stipend.
1028

1029 16.7.10 Employees who participate in the GI Bill will not receive an exception to the guidelines
1030 stipulated in Article 16 if they enroll in an accelerated or non-traditional degree program.
1031

1032 16.8 Employees who qualify for a higher channel placement shall have their individual contracts
1033 adjusted to reflect the additional compensation as provided by the appropriate channel of the salary
1034 schedule. The District will make necessary adjustments in October for Employees who submit required
1035 information prior to October 1. Salary increases will be retroactive to the beginning of the current
1036 semester if coursework was completed prior to September 1. Salary adjustments will not include
1037 increment step movements.
1038

1039 Note: The submission of the appropriate college transcripts to the Human Resources
1040 Office within the above stated timelines is the responsibility of the individual Employee.
1041

1042 16.9 Workshop leaders shall be compensated at the following rates per workshop as follows:
1043

- | | |
|-----------------|---|
| 1044 \$150 each | 1 presenter (2 hours or more workshop) |
| 1045 \$105 each | 2 presenters (2 hours or more workshop) |

1046 \$ 85 each 3 presenters (2 hours or more workshop)
1047 \$ 70 each 4 presenters (2 hours or more workshop)

1048
1049 If workshop is one hour, the rate will be one-half of workshop rate.

1050 Employees may only be compensated for workshops that are conducted outside of their normal workday.

1051 Employees may not utilize flex time for a workshop that they have been compensated for.

1052

1053

1054 **ARTICLE 17**

1055 **TRANSPORTATION REIMBURSEMENT**

1056
1057
1058 17.1 Employees will be reimbursed for mileage in accordance with Board Policy when use of personal
1059 automobile is required to perform job responsibilities.

1060
1061 17.2 Mileage reimbursement will be provided for business related travel that is an integral part of the
1062 Employee's job; i.e., parent conferences, student observation/consultation, IEP process, trainings, staff
1063 meetings, etc.

1064
1065 17.3 Reimbursement will not be approved on regular workdays for travel from home to the first work
1066 site of day, whether it is a regular work site or not. Reimbursement will not be provided on regular
1067 workdays for travel from the last work site of the day to home. If, however, work related travel is
1068 necessary and approved on a non-workday, reimbursement will be approved for travel to and from home.

1069
1070 17.4 Reimbursement will be based upon the Board approved rate.

1071
1072 17.5 The Employee's immediate supervisor will monitor mileage reimbursement. All requests for
1073 mileage reimbursement should be submitted to the Employee's immediate supervisor within the
1074 designated timelines.

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ARTICLE 18

TRAVEL

18.1 All requests to travel at District expense must be made and approved by the Superintendent or his/her designee. Leaves approved may be with pay and with reimbursement for previously approved expenses such as convention/seminar registration fees, lodging, meals, reasonable gratuities and transportation. The Employee may use his personal automobile only in cases where air travel to the designated destination is not available or in cases where the cost of said travel would not exceed the cost of air coach fare. The District reserves the right of making the final determination as to the appropriate means of transportation to be used by the Employee.

1088 **ARTICLE 19**

1089 **EXTRA DUTY**

1090 **19.1.1 Extended School Year Program (ESY)**

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1094 19.1.1 The District will first offer employment to qualified full-time District Employees who
1095 have applied for part-time positions in programs conducted by the District during the
1096 summer. The District will only consider Employees who are able to work the full ESY
1097 term. In the event that no qualified full-time District Employees are available, the
1098 District will employ qualified part-time District Employees who have applied for
1099 summer employment. If there are no qualified District Employees who have applied for
1100 a summer position the District will employ outside candidates. The District will
1101 determine the qualifications of Employees who have applied for summer work based on
1102 the criteria outlined in Article 19.1.2.

1103
1104 19.1.2 ESY assignments will be made based on the following sequential order:

- 1105 1. certification type
- 1106 2. employee training / experience
1107 (Qualified teachers who do not have documented performance concerns
1108 and who have appropriately applied for ESY employment will be given
1109 preference to teach their current classroom assignment if it is available).
- 1110 3. district seniority

1111
1112
1113 19.1.3 To the extent possible staff assignments will be made by May 15. If additional
1114 enrollment occurs, staff will be hired according to existing guidelines. However, staff
1115 assignments made prior to May 15 will not be altered due to increased enrollment. In cases where
1116 two or more classes must be consolidated after the beginning of the summer school program due
1117 to the drop-out of students initially enrolled in classes below minimum standards for the
1118 maintenance of such classes, the same criteria shall be utilized as in 19.1; the other Employee(s)
1119 will be reduced, but will remain on a list to be recalled when another position becomes available
1120 or they will be placed on a substitute list.

1121
1122 19.1.4 Summer school Employees will be compensated at an hourly rate of \$28.00 per hour
1123 beginning with the 2008 ESY session. Salary earned during summer employment will be paid on
1124 the fifteenth (15th) day and the last day of each month.

1125
1126 19.1.5 Employees who do not have satisfactory performance may be prohibited from working
1127 ESY. An ESY recommendation for continued employment is required for returning ESY staff.

1128
1129 **19.2 Special Non-Public Access Program (SNAP)/Homebound**

1130
1131 19.2.1 The District will recruit and interview District Employees for SNAP and Homebound
1132 positions.

1133 19.2.2 SNAP and Homebound Employees will be compensated at an hourly rate of twenty-

1134 eight (\$28.00) dollars per hour effective August 15, 2007.

1135

1136 19.3 Extra Duty Contracts

1137

1138 19.3.1 On an annual basis the District will review the duties and stipend

1139 Amount for extra duty contracts with input from the Association.

1140

1141 **ARTICLE 20**

1142
1143 **RESIGNATIONS**

1144
1145 20.1 Letters of resignation will be submitted to the Superintendent. In most cases resignations become
1146 effective at the end of the school year in which they are submitted. Any teacher who desires to terminate
1147 his/her contract at the end of a school year shall give written notice of his/her intention to do so and the
1148 reasons therefore not later than June 1 of the year in which the school year ends.

1149
1150 20.2 Resignations effective earlier than the end of the school year, or after June 1, require
1151 a release by the Board as stipulated by state law and will be considered on a case by case basis. In certain
1152 situations, the availability of a replacement may affect the Board's decision to release the Employee from
1153 his/her contract. If a teacher is not released from contract, the teacher will be expected to fulfill his/her
1154 contractual obligations for the contract year. Should a teacher fail to honor the contractual obligations,
1155 appropriate action by the Board will be taken, which may include filing charges with the Missouri State
1156 Board of Education for revocation of the teacher's certificate.

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1158 **ARTICLE 21**

1159 **CREDIT COURSES AND TUITION REIMBURSEMENT**

1160 **21.1 Credit Courses**

1161
1162 21.1.1 Advancement on the District salary channel schedule may be made by working towards
1163 a degree/certification program at an accredited college, university or training institution that is
1164 approved by Human Resources. The degree/ certification program must be appropriate for staff's
1165 professional assignment or to meet qualifications for other currently authorized District positions,
1166 including promotional, administrative and/or supervisory positions.
1167

1168
1169
1170 21.1.2 Human Resources will automatically process a salary revision for applicable staff that
1171 obtain an additional degree or credit hours that meet the criteria of the Joint Resolution if an
1172 employee will be eligible for a retroactive adjustment to the beginning of the contractual year.
1173 Transcripts received after October 1 will be processed for a revision effective the beginning of the
1174 following school year.
1175

1176 21.2 The District will set aside funds for the purpose of tuition reimbursement for teacher level staff.
1177 The amount of money available per credit hour for reimbursement is available within the following
1178 limitations:
1179

1180 21.2.1 The maximum dollar amount of reimbursement per credit hour will not exceed the
1181 amount charged for graduate hours by the University of Missouri-St. Louis or the actual cost
1182 whichever is lower.
1183

1184 21.2.2 Six (6) graduate credit hours shall be the maximum number of credit hours per teacher-
1185 level staff for reimbursement in any school year beginning with the fall semester and concluding
1186 at the end of the following summer session. The maximum tuition reimbursement amount shall be
1187 the equivalent cost of six (6) graduate credits at the University of Missouri-St. Louis rate for staff
1188 who are submitting continuing education units (CEUs) to maintain professional certification
1189 related to their current job assignment.
1190

1191 21.2.3 This regulation will not reimburse any course for which the teacher incurs no tuition
1192 cost. Incidental costs including, but not limited to, textbooks, supplies, registration and parking
1193 fees will not be reimbursed.
1194

1195 21.2.4 In cases of financial emergency, the District reserves the right to make necessary
1196 adjustments to or eliminate tuition reimbursement for the current or next fiscal year. The
1197 Superintendent or his / her designee will meet with the Association to discuss the emergency and
1198 the District's proposed solution regarding tuition reimbursement.
1199

1200 21.2.5 Allotted tuition reimbursement funds will be allocated until the funded amount is
1201 expended.
1202

1203 21.3 To be eligible for District-funded tuition reimbursement, you must meet the following conditions:

1204
1205 21.3.1 Enroll in a graduate or post-graduate course for degree advancement or certification
1206 renewal that has been pre-approved by Human Resources. Undergraduate hours, Continuing
1207 Education Units and/or Community College coursework may be considered.

1208
1209 21.3.2 Earn a grade of B or above or certificate of completion, pass if grading is pass/fail.

1210
1211 21.3.3 Be employed full-time.

1212
1213 21.3.4 Complete the necessary form(s) prior to beginning your course(s) or workshop(s) and
1214 return it to the Human Resources Department. Only submit a form for course(s) and workshop(s)
1215 that you will be taking during the upcoming semester.

1216
1217 21.3.5 To receive tuition reimbursement, staff must submit an official transcript or grade report
1218 and receipt for the course(s) or CEU workshop(s) to Human Resources. Staff will receive
1219 payment in October or March if all of the qualifications set forth in the Joint Resolution have been
1220 satisfied. The October first deadline applies to spring or summer semester courses and CEU
1221 workshops completed by September 1st. The March 1st deadline applies to fall semester courses
1222 and CEU workshops completed by February 1st.

1223
1224 21.4 Employees who meet the requirements and anticipate receiving reimbursement must submit an
1225 application to Human Resources. Human Resources makes the final determination regarding
1226 reimbursements. If approval is denied, the employee shall receive in writing the reason for the denial.

1227
1228 21.5 Applications must be received in the Human Resources Division as soon as possible following
1229 completion of coursework. Reimbursement checks will be issued to Employees in October and March.
1230 No payment will be made to those employees who are no longer employed by the District at the time of
1231 reimbursement.

1232

1233 **ARTICLE 22**

1234 **INSURANCE AND FRINGE BENEFITS**

1235 22.1 Article 22 applies to full time Employees unless otherwise stipulated by state and or federal law.

1236
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1238
1239 22.2 The Board shall pay the Employee costs of the insurance premiums for individual coverage for
1240 Board-specified Group Health/Medical Insurance, Group Vision Insurance and Group Family Dental
1241 Insurance. New employees shall have a forty-two (42) day waiting period for effective date of insurance
1242 for Employee and/or dependent(s).

1243
1244 22.3 The Board shall pay the employer costs of the insurance premiums for Board specified Group
1245 Long Term Disability Insurance.

1246
1247 22.4 In the event any Employee or dependent is entitled to benefits under any other insurance plan,
1248 refer to the Special School District Health Care Plan and/or District Group Long Term Disability,
1249 General Provisions, Coordination of Benefits.

1250
1251 22.5 The Board shall pay the employer costs of the insurance premiums for Board specified Group
1252 Life Insurance in the amount equal to one and one-half (1-1/2) times the Employee's current annual
1253 salary rounded to the nearest thousand which shall be payable to the Employee's designated beneficiary.

1254
1255 22.6 The Board shall offer an IRS Section 125 Plan for qualified medical, child and dependent care
1256 expenses.

1257
1258 22.7 It is the intent of the District to maintain the coverage standards and specifications for current
1259 Board specified Group Health/Medical Insurance, Group Vision Insurance, Group Family Dental
1260 Insurance, Group Life Insurance, and Group Long Term Disability Insurance. In the event the Board
1261 contemplates a change in benefits that will reduce coverage or increase Employee costs, the District will
1262 notify the Association and discuss alternatives prior to implementing any changes in coverage.

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1264 **ARTICLE 23**

1265 **PAID ABSENCES**

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1268 23.1 At the beginning of each work year, Employees under a ten month contract who are not currently
1269 on a non-paid leave of absence (excluding non-paid medical leaves) shall be credited with an advanced
1270 sick leave allowance of thirteen (13) days with full pay. Employees that begin the school year on a non-
1271 paid leave of absence will be credited with their sick bank upon return to work. These days may be used
1272 for absence caused by personal illness, injury, poor health, pregnancy, recovery from pregnancy,
1273 adoption or for absence caused by illness or injury of others for whom responsible. Up to four (4) days
1274 of sick leave allowance may be used for personal leave in any one year. Partial FTE (Full Time
1275 Equivalent) Employees' paid absences will be pro-rated based on the percentage of time for which they
1276 are employed.

1277
1278 23.2 Employees are expected to use sick leave for its intended purpose.

1279
1280 23.3 General Provisions

1281
1282 23.3.1 Employee's unused sick leave allowance accumulates from year to year. Employees
1283 shall not be paid sick days upon resignation, non-renewal or termination from employment. Upon
1284 retirement from the District, Employees may be credited with their accumulated sick leave as
1285 specified below.

1286
1287 23.3.2 An Employee who is absent sixty (60) workdays or less will return to the same position.
1288 An Employee who is absent more than sixty (60) workdays may be placed in the same,
1289 equivalent, or other position for which he/she is qualified.

1290
1291 23.3.3 On a semi-monthly basis the District will provide each Employee an accounting of
1292 absences and balances via Employee paychecks. The accounting received on the last working day
1293 of each month reflects the period from the first (1st) through the fifteenth (15th) day of the month.
1294 The accounting received on the fifteenth (15th) of each month reflects the period from the
1295 sixteenth (16th) through the last day of the previous month. Employees are expected to monitor
1296 the sick and personal hours noted on their pay check. Any suspected discrepancy relating to sick
1297 or personal time must be reported to the payroll department within thirty (30) days of the pay
1298 period when the discrepancy occurred.

1299
1300 23.3.4 Upon retirement from the District, up to one hundred and eighty (180) days of an
1301 Employee's accumulated sick leave will be credited at a total cost to the District of eighty
1302 (\$80.00) dollars per day. Employees who have accumulated in excess of one hundred and eighty
1303 (180) days of sick leave on June 30, 2004 may be credited for accumulated sick leave that is
1304 greater than (180) days upon retirement. The sick leave amount credited for compensation upon
1305 retirement may not exceed their accumulated total as of June 30, 2004. If possible, the District
1306 will make a lump sum payment for eligible sick days on or before June 30 of each year for
1307 eligible retirees. In order to prove retired status, written evidence must be supplied from the
1308 appropriate retirement system, indicating that the individual is receiving retirement benefits.

1309 23.3.5 If an Employee retires or resigns during the work year, the number of sick days credited
1310 shall be pro-rated at the rate of 1.3 sick leave days per month. Sick leave for the month shall be
1311 granted upon working one (1) complete pay period.
1312

1313 23.4 Absences Due to Sickness
1314

1315 23.4.1 The District and the Association recognize that Employee requirements regarding
1316 absence reporting may be different based on assignment. An Employee must contact
1317 individuals/schools regarding absence as directed by his/her immediate supervisor (not to exceed
1318 four phone calls). Employees must contact his/her immediate supervisor regarding absence no
1319 later than one hour prior to the beginning of the workday. In cases where this is not possible, the
1320 absence should be reported to his/her supervisor as soon as possible.
1321

1322 23.4.2 Employees who are sick and unable to work in excess of five (5) consecutive days per
1323 occurrence are required to provide a physician's statement indicating inability to work unless the
1324 absence is covered by the District's Family and Medical Leave Act Policy. The statement is to be
1325 received in the Human Resource Division by the sixth (6th) day of absence and will address the
1326 reason for the consecutive days of sick leave. A statement of fitness to return to work will be
1327 required before the Employee may return to work.
1328

1329 23.4.3 Employees who have a serious health condition as defined by the District's Family and
1330 Medical Leave Act (FMLA) Policy, are required to provide an FMLA certification form from
1331 their medical provider indicating an inability to work and indicating the return to duty date. The
1332 FMLA certification form is to be received in the Human Resource Division as required by the
1333 District's FMLA Policy.
1334

1335 23.4.4 If eligible for FMLA Leave, the Employee's paid absences shall be part of and shall be
1336 concurrent with the Employee's FMLA Leave. An Employee may continue to use accrued sick
1337 leave after exhausting FMLA Leave upon receipt of continuing medical certification of the
1338 Employee's inability to return to duty. Refer to Article 24 for guidelines pertaining to non-paid
1339 non-FMLA leave. A statement of fitness to return to work is required and must be submitted to
1340 the Human Resource Division either prior to or on the day of return.
1341

1342 23.4.5 If the medical release restricts the duties performed by the Employee in his/her job
1343 position as specified in the job description, action taken will be on a case-by-case basis and in
1344 accordance with the Americans with Disabilities Act.
1345

1346 23.4.6 Medical information must be from a practicing health care provider, as that term is defined
1347 in 29 CFR () 825.125.
1348

1349 23.4.7 The District reserves the right to require a doctor's certificate when there is an historical
1350 pattern or direct evidence of employee abuse of the District sick leave procedures. The Board
1351 also reserves the right to require an employee to be examined by a doctor of the Board's choosing
1352 at the Board's expense, in such circumstances.
1353

1354 23.4.8 Any Employee who has perfect attendance, which is defined as not using more than two
1355 (2) personal days or any non-FMLA qualifying sick leave during a given school year will receive
1356 an annual payment of two hundred dollars (\$200) by the August 15th pay period. Use of
1357 bereavement days will not be counted as an interruption of perfect attendance.
1358

1359 23.5 Personal Absence
1360

1361 23.5.1 Up to four (4) days of sick leave may be used for personal leave in any one year.
1362 Personal leave shall be defined as any business that cannot be conducted at a time not in conflict
1363 with the Employee's regular workdays, or an emergency over which an Employee has no control
1364 and which requires immediate attention.
1365

1366 23.5.2 Except in cases of emergency, two (2) days advance notice to the Employee's immediate
1367 supervisor is required for the Employee to take personal time. No explanation as to the purpose
1368 of such leave shall be required.
1369

1370 23.5.3 Prior approval of the Employee's supervisor shall be required in cases where the
1371 Employee's personal leave would exceed two (2) consecutive days, the first and last day of
1372 student attendance, or the day before or after a holiday or break. In such instances a statement of
1373 the reason(s) for the leave will be required.
1374

1375 23.5.4 A request for personal leave may be denied when, in the opinion of the Superintendent
1376 or his/her designee, such leave would unduly disrupt the delivery of educational services.
1377

1378 23.5.5 Personal leave may not be combined with non-paid leave except when approved by the
1379 Superintendent.
1380

1381 **ARTICLE 24**

1382 **NON-PAID ABSENCES**

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1385 24.1 The Board recognizes that the personal welfare of its Employees may require occasional extended
1386 absences from duty. Non-paid absence shall be granted at the discretion of the Board. Non-paid leave
1387 shall not be granted to Employees to accept employment elsewhere.
1388

1389 24.2 General Provisions

1390
1391 24.2.1 A Full-time Employee who is eligible may receive/request up to thirty (30) work
1392 days of non-paid absence. The emergency leave request is subject to approval by the Assistant
1393 Superintendent of Human Resources.
1394

1395 Employees shall deliver to the Department of Human Resources, with a copy to the supervisor,
1396 a written request for non-paid leave of absence stating the reason and the date on which the
1397 leave is requested to begin and end. The District may require employees to utilize a District
1398 form to request a non-paid leave. Except in cases of emergency, a one (1) month notice shall be
1399 provided. Any exception to the one month notice must be approved by the Assistant
1400 Superintendent of Human resources.
1401

1402 By mutual agreement between the Employee and the District, the Employee may return to
1403 active employment earlier than originally approved. The request must be submitted in writing
1404 to the Human Resources Division.
1405
1406

1407 24.2.2 An Employee who is absent sixty (60) workdays or less will return to the same position.
1408 An Employee absence more than sixty (60) workdays may be placed in the same, equivalent, or
1409 other positions for which he/she is qualified. Should there be a reduction in force during the
1410 period of Employee's non-paid absence the Employee shall be subject to the Reduction in
1411 Personnel procedure stated in this Resolution.
1412

1413 24.2.3 An Employee returning to employment following non-paid absence shall be granted
1414 experience credit on the salary schedule for the school year in which the leave was granted if the
1415 Employee was paid for one-half (1/2) or more of the contracted days in the school term.
1416

1417 24.2.4 The Employee's non-paid absence shall not constitute interruption in continuous service
1418 for purposes of tenure, but the period of absence shall not be counted toward tenure (Teacher
1419 Tenure Act applies).
1420

1421 24.2.5 All Employees shall have the right to request three (3) days of absence annually without
1422 pay. Said leave may not be taken in conjunction with personal leave and is subject to approval by
1423 the Superintendent. Except in cases of emergency five (5) days advance notice is required.
1424

1425 24.2.6 Failure to return at the end of the non-paid leave shall constitute voluntary termination.
1426

1427 24.3 Non-Paid Sick Absence

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24.3.1 An Employee will be placed on non-paid FMLA leave status when accumulated sick and personal time is exhausted and may maintain this status for the duration of the approved FMLA leave. An Employee will be placed on non-paid sick status when accumulated sick and personal time and concurrent FMLA leave, if eligible, is exhausted and may maintain this status for ninety (90) calendar days provided proper medical information is submitted to the Human Resource Division.

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24.3.2 Medical, prescription drug, dental and vision benefits paid by the Board shall continue during the period of non-paid non-FMLA disability leave up to a maximum ninety (90) calendar days. Employees will not receive holiday pay during a non-paid medical leave. Insurance plan guidelines will dictate eligibility and duration of life insurance coverage during a non-paid leave.

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24.3.3 An Employee must submit to the Human Resources Division a fitness-for-duty certification completed by a health care provider, as that term is defined in 29 CFR () 825.125 prior to or on the day of return from FMLA leave.

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24.3.4 If the medical release restricts the duties performed by the Employee in his/her job position as specified in the job description, action taken will be on a case-by-case basis and/or in accordance with Americans with Disabilities Act.

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24.3.5 Medical information must be from a practicing health care provider, as that term is defined in 29 CFR () 825.125.

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24.3.6 An Employee on non-paid sick absence may be eligible for the District's Long Term Disability benefit.

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24.3.7 An Employee currently on non-paid, non-FMLA sick absence may present a written request with proper medical information to the Board requesting up to twelve (12) consecutive months of non-paid, non-FMLA sick absence.

1460 24.4 Child-rearing Leave

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24.4.1 To be eligible for non-FMLA child-rearing leave Employee must have completed one full year with the District.

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24.4.2 The Employee shall deliver to the Human Resource Division a written request for child-rearing leave. Beginning and ending dates of the absence shall be included. Except in the case of an emergency a four (4) week notice is required.

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24.4.3 The leave will be limited to a maximum of twelve consecutive (12) calendar months.

24.4.4 By mutual agreement between the Employee and the District, the Employee may return to active employment earlier than that originally approved. The request must be submitted in

1473 writing to the Human Resource Division.
1474

1475 24.4.5 An Employee who is absent sixty (60) workdays or less will return to the same position.
1476 An Employee who is absent more than sixty (60) workdays may be placed in the same,
1477 equivalent, or other position for which he/she is qualified.
1478

1479 24.4.6 All benefits paid by the Board shall cease during the period of non-FMLA child rearing.
1480 The Employee may continue insurance coverage on a monthly basis by paying premiums in
1481 accordance with payroll procedure. The District will continue insurance coverage for Employees
1482 in accordance with provisions of the Family and Medical Leave Act, the duration of which could
1483 vary based upon unused balance of leave to which the Employee is entitled under the Act.
1484

1485 24.4.7 On return to active employment the Employee shall be credited with previously accrued
1486 sick time. Sick time for the current year will be prorated if the Employee does not return at the
1487 beginning of the year.
1488

1489 24.5 Education Leave:
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1491 24.5.1 To be eligible for education leave Employee must have completed one (1) full year with
1492 the District.
1493

1494 24.5.2 The Employee shall deliver to the Human Resource Division a written request for an
1495 education leave. Beginning and ending dates of the absence shall be included.
1496

1497 24.5.3 The leave will be limited to a maximum of twelve (12) consecutive months.
1498

1499 24.5.4 By mutual agreement between the Employee and the District, the Employee may return
1500 to active employment earlier than that originally approved. The request shall be submitted in
1501 writing to the Human Resource Division.
1502

1503 24.5.5 All benefits paid by the Board shall cease during the period of the education leave. The
1504 Employee may continue insurance coverage on a monthly basis by paying premiums in
1505 accordance with payroll procedure.
1506

1507 24.5.6 On return to active employment the Employee shall be credited with previously accrued
1508 sick leave. Sick time for the current year will be prorated if the Employee's return is after the
1509 start of the work year.
1510

1511 24.6 Other Reasons at the Discretion of the Board
1512

1513 24.6.1 The Employee shall deliver to the Human Resource Division a written request for a
1514 leave, with an explanation, which may be for a reason other than already stated in this Resolution.
1515 Beginning and ending dates of the absence shall be included. Except in the case of an emergency
1516 a four (4) week notice is required. The Board will consider such request on an individual basis.
1517

1518 24.6.2 A tenured Employee or an Employee with more than five (5) consecutive years full time

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service who requires more than twelve (12) consecutive months of leave may present the request in writing to the Board. The Board will consider the request on an individual basis.

1522 **ARTICLE 25**

1523 **OTHER LEAVE PROVISIONS**

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1525

1526 25.1 Bereavement

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1528 25.1.1 Up to three (3) days of bereavement leave during the contracted school year will be

1529 granted to Employees for deaths of family /step family members. Family / step family members

1530 shall include parents, parents-in-law, brothers, sisters, spouse, children, sons-in-law, daughters-in-

1531 law, brothers-in-law, sisters-in-law, grandparents, grandparents-in-law, and grandchildren,

1532 domestic partner or anyone else for whom the Employee is responsible. The District will make

1533 the final determination regarding persons who qualify as a domestic partner. Part-time

1534 Employee’s bereavement leave will be paid on a pro-rated basis. Nothing contained herein shall

1535 be construed as precluding the Employee from using accrued sick leave for additional

1536 bereavement. An employee may make a written request to the Assistant Superintendent of HR if a

1537 qualifying family member’s death occurs within one week of the beginning of his / her work

1538 calendar.

1539

1540 25.2 Jury Duty/Legal Leave

1541

1542 25.2.1 Leaves of absence with pay shall be granted for jury duty. Any compensation received

1543 for jury duty performed on contracted days shall be deducted from the Employee’s salary or the

1544 Employee must sign over the compensation check, less mileage and parking, to the District.

1545 Employees excused from jury duty are expected to return to work. The Employee shall promptly

1546 notify the District (Principal/Area Coordinator) when notification to serve on jury duty is

1547 received.

1548

1549 25.2.2 An Employee subpoenaed by any legislative, judicial or administrative tribunal hearing

1550 shall be allowed time away from work with pay for such purpose providing it is District related

1551 and/or approved by the Superintendent and/or his/her designee.

1552

1553 25.3 Military Leave

1554

1555 25.3.1 All District Employees are entitled to leave of absence from their respective duties

1556 without loss of time, pay, regular absence provisions, impairment of evaluation rating, or any

1557 other rights or benefits to which otherwise entitled as stipulated by State and Federal Law, for

1558 military services during which they are engaged in the performance of duty or training in the

1559 service of the State or of the United States under competent order, for a period not to exceed the

1560 maximum number of days allowed by State and Federal Law per fiscal year.

1561

1562 25.3.2 Before any payment of salary is made covering the period of the leave, the Employee

1563 shall file with the District, an official order from the appropriate authority as evidence of such

1564 duty. This order shall contain the certification by the Employee’s commanding officer of

1565 performance of duty in accordance with the terms of such order. Extended leave may also be

1566 granted, without pay, for service in the Armed Forces of the United States.

1568 25.3.3 Following such leave, the Employee will be reinstated to the same or an equivalent
1569 position provided that the District receives an application for reemployment that conforms to the
1570 requirements of State and Federal Law.

1571
1572 25.3.4 Upon reinstatement, salary shall be based on the schedule for which the Employee
1573 would have qualified had leave not been taken – not higher than the second step above that
1574 indicated on Employee’s last previous contract, i.e., not more than one (1) year salary credit will
1575 be granted.

1576
1577 25.3.5 Military leave shall not:
1578

1579 Cause loss of previously accumulated sick leave;

1580
1581 Cause loss of permanent Teacher status;

1582
1583 Constitute a break in consecutive years of employment for purpose of obtaining
1584 permanent Teacher status, but the time spent on military leave shall not count toward
1585 tenure.

1586
1587 25.4 Sabbatical Leave
1588

1589 25.4.1 Sabbatical leave of no more than one (1) school year shall be granted professional
1590 Employees for purposes of professional improvement subject to the following conditions.

1591
1592 25.4.2 The Employee must have completed six (6) or more consecutive years of satisfactory,
1593 full-time employment in the District. The Employee shall have attained a Bachelor degree plus
1594 fifteen (15) hours of graduate work and be a bona fide candidate for a Master or higher degree in
1595 an area of specialization relevant to the Employee’s current employment status, or which would
1596 prepare the Employee for other currently established positions.

1597
1598 25.4.3 In cases of Vocational/Technical Employees, the Employee must have completed six (6)
1599 or more consecutive years of satisfactory, full-time employment in the District. The Employee
1600 also shall have a Bachelor degree or be a bona fide candidate for a Bachelor degree, in an area of
1601 specialization relevant to the Employee’s current employment status, or which would prepare the
1602 Employee for other currently established positions.

1603
1604 25.4.4 The Employee agrees to enter into written agreement with the Board providing that
1605 immediately following sabbatical leave he/she will return to active employment in the District for
1606 a period of two (2) school years.

1607
1608 25.4.5 The Employee shall not have received sabbatical leave during the six (6) preceding
1609 school years unless there are no other qualified Employees requesting sabbatical leave.

1610
1611 25.4.6 Sabbatical leave, upon application, shall be granted to a maximum of one percent (1%)
1612 of the total number of eligible Employees.

1613
1614 25.4.7 Sabbatical leave requests shall be honored on a first-come, first-serve basis. All

1615 applications shall be forwarded to the Superintendent, by certified mail, which shall be post-
1616 marked not sooner than September 10 and not later than March 1 of the year preceding the year in
1617 which leave is to commence. If the sabbatical leave is approved by the Board the Employee's
1618 position will be declared vacant and put in the transfer process. If the Employee should for any
1619 reason not go through with the sabbatical, he/she will be assigned to a position or participate in
1620 the transfer process, depending on the time of year.

1621
1622 25.4.8 Sabbatical leave requests shall be for a full contract year or one-half (1/2) contract year.
1623 Leave requests for one-half (1/2) contract year shall coincide with and/or cover the first or second
1624 semester of the school year.

1625
1626 25.4.9 Employees granted sabbatical leave shall continue to receive for the duration of the
1627 leave one-half (1/2) of their salary and benefits equal to what they would have received while on
1628 active employment, except that they shall not accrue sick leave and vacation leave. Time spent
1629 on sabbatical leave shall not constitute an interruption in continuous service, and for all applicable
1630 purposes, the Employees on sabbatical leave shall retain a standing equal to that of an Employee
1631 on active employment.

1632
1633 25.4.10 Employees must submit verification of successful completion of the reason for the
1634 sabbatical.

1635
1636 25.4.11 Failure of the Employee to return to active employment upon completion of sabbatical
1637 leave or to remain in the employ of the Board for the required period of two (2) years shall
1638 obligate said Employees as follows:
1639

- 1640 1. The Employee shall reimburse the District any and/or all salary received during
1641 sabbatical leave in the amount to be pro-rated on the basis of the Employee's two-
1642 year service obligation, and the actual service rendered to the District upon return
1643 from sabbatical leave. Should said Employee not return to active employment all
1644 salary shall be reimbursed immediately.
 - 1645
1646 2. The Employee shall forfeit all accrued leave benefits and all other benefits of
1647 employment.
 - 1648
1649 3. The Employee's obligation to the District shall be waived in cases where the
1650 Employee is unable to return to active employment due to injury, illness, or other
1651 disability or death of the Employee.
- 1652

1653 **ARTICLE 26**

1654 **SENIORITY**

1655
1656
1657 26.1 The seniority of Employees shall be established as of the first full-time contracted employment
1658 date in the District. An Employee on authorized limited leave of absence, with or without pay, shall
1659 continue to accrue seniority during the period of said leave and the leave does not constitute an
1660 interruption in seniority.

1661
1662 26.2 Employees who resign and are later re-employed shall accrue seniority from the most recent date
1663 of re-employment.

1664
1665 26.3 In any situation where two or more Employees have the same seniority, a tie will be broken by
1666 use of a number randomly assigned by the computer.

1667
1668 26.4 The District will supply a seniority list to the Association by October 15.

1669
1670 26.5 Part-time employee's seniority will be based on pro-rated years of service (e.g. an Employee
1671 working .5 FTE for 5 years would have 2.5 years of seniority). If a part-time Employee also has accrued
1672 years of full-time service, those years will be included for the purposes of calculating seniority.
1673

1674 **ARTICLE 27**

1675 **PROFESSIONAL DEVELOPMENT**

1676
1677
1678 27.1 The District believes that professional development is an ongoing process that promotes and
1679 supports professional personal growth for all professional educators and is aimed at increasing student
1680 success in school.

1681
1682 27.2 The Missouri statutory requirements for the Professional Development Committee (PDC) will be
1683 followed and implementation of these requirements will be addressed through the Professional
1684 Development Committee (PDC).

1685
1686 27.3 The PDC shall be responsible for the development of a “Teacher Mentor” program to assist
1687 beginning teachers in their professional development and to meet certification requirements in
1688 accordance with state law and Department of Elementary and Secondary Education rules and regulations.

1689
1690 27.4 Teacher mentors with appropriate experience shall be appointed by the supervisor from a pool of
1691 volunteers. Generally, mentors shall be of the same grade level and/or subject area as the beginning
1692 teachers. If there are no volunteers, the supervisor will assign a teacher. Teacher mentors shall be
1693 provided with appropriate training, at District expense, in order to discharge their mentoring
1694 responsibilities.
1695

1696 **ARTICLE 28**

1697 **ASSIGNMENTS AND TRANSFERS**

1698
1699
1700 28.1 There shall be a written job description for each Employee position. The District shall have the
1701 right to change job descriptions as needed. Any proposed change in job description shall be discussed
1702 with the Association prior to its implementation.
1703

1704 28.2 Annual Assigned Positions

1705
1706 28.2.1 The immediate supervisor will assign certified and highly qualified teachers to positions
1707 based upon student and District need. Whenever possible, a change in building assignment and or
1708 teaching duties within the current building assignment for the following school year will be
1709 communicated prior to the March transfer. If circumstances do not allow for notification prior to
1710 the March transfer then the Employee will be notified as soon as possible.
1711

1712 28.3 Voluntary Transfer

1713
1714 28.3.1 The transfer process is designed to facilitate the movement of fully certified and highly
1715 qualified staff in a transparent, positive and efficient manner. Voluntary transfer is defined as a
1716 change in assigned position as requested by the Employee.
1717

1718 28.3.2 Employees returning from an approved leave of absence exceeding sixty (60) work days
1719 will be assigned to a vacant position available at the time of their return, provided certification
1720 requirements are met. Employees returning from an approved leave of absence exceeding sixty
1721 (60) working days will be eligible to participate in the transfer event.
1722

1723 28.3.3 Voluntary transfers include movement by the Employee through the transfer process to a
1724 vacant position.
1725

1726 28.3.4 Part-time Employees wishing to transfer to full-time positions must submit a letter of
1727 intent to Human Resources.
1728

1729 28.3.5 All transfers will occur at the onset of the following school year.
1730

1731 28.3.6 Any change in building after an Employee's voluntary transfer has been granted shall be
1732 considered an involuntary transfer.
1733

1734 28.54 Voluntary Transfer Process

1735
1736 28.4.1 Effective July 1 annually and until April 30th of each year, all vacancies that are
1737 effective the following school year (resignations, retirements, vacancies created by involuntary
1738 transfer, and new BOE positions will be posted one time. The monthly postings will begin in
1739 February and end in May. The District will advertise vacancies one (1) week prior to the transfer.
1740 Positions will be posted on the District's intranet posting board. Postings for transfer positions
1741 will be for three (3) days. Upon submission of requests, participants may be interviewed by SSD

1742 administration. Component district administrators may participate in the interview. The District
1743 may utilize a reference report for Employees that are interested in a voluntary transfer. Reference
1744 reports will be destroyed after completion of the transfer opportunities. An Employee may ask
1745 Human Resources to review his/her reference.
1746

1747 28.4.2 Probationary Employees who are fully certified and highly qualified may request up to
1748 eight (8) voluntary transfers per school year during their second year of employment or after. All
1749 permanent Employees are eligible to request up to eight (8) transfers per year according to the
1750 following guidelines:
1751

- 1752 1. Employee's certification and skills
- 1753 2. Performance Based Evaluation Data
- 1754 3. Highly Qualified status
1755

1756 The two most senior Employees who request a voluntary transfer will be offered an
1757 interview. The District will complete interviews for internal candidates prior to interviewing
1758 external candidates. Transfer requests in excess of eight (8) will not be considered.
1759

1760
1761 28.4.3 Prior to the next posting period, interviews will be completed and candidates will be
1762 notified in writing or e-mail regarding the final status of their transfer request by HR.
1763

1764 28.4.4 An Employee may submit a written request for administrative reassignment. Said request
1765 must include the reason and be submitted to the Assistant Superintendent of Human Resources.
1766 The District will have discretion in granting or denying any such request. The Employee may
1767 refuse the District's re-assignment offer and remain in their current assignment.
1768

1769 28.5 Involuntary Transfer Process

1770
1771 28.5.1 An involuntary transfer is defined as a change in building that the
1772 Employee did not request.
1773

1774 28.5.2 When an involuntary transfer is needed, the District will determine the involuntary
1775 transfer based on the following sequential order: certification, program need, employee
1776 volunteer(s) and reversed district seniority.
1777

1778 28.5.3 An involuntary transfer shall be made only after consultation between the Employee
1779 involved and the immediate supervisor, at which time the Employee shall be notified of the
1780 involuntary transfer. If requested, the reason will be provided in writing. An Employee may
1781 request a meeting with their supervisor to discuss significant changes to their assigned duties.
1782

1783 **ARTICLE 29**

1784 **REDUCTION IN FORCE**

1785
1786
1787 29.1 The District may reduce (place on unrequested leave of absence) personnel as may be necessary
1788 because of a decrease in pupil enrollment, District reorganization or the financial condition of the
1789 District.

1790
1791 29.2 If, for any reason, the Board anticipates a reduction of staff, it shall, prior to taking formal action,
1792 advise the Association.

1793
1794 29.3 Reduction in personnel will be implemented on a District-wide basis by area of certification.
1795 Within each area the categories will be reduced in the following order:

- 1796
1797 Part-time probationary teachers/employees
1798 Full-time probationary teachers/employees
1799 Part-time permanent teachers/employees
1800 Full-time permanent teachers/employees
1801

1802 No permanent teacher shall be placed on unrequested leave of absence while probationary teachers are
1803 retained in positions for which a permanent teacher is qualified.
1804

1805 29.4 Employees who are not eligible for tenure shall be laid off (placed on unrequested leave of
1806 absence) on the basis of seniority. Permanent Employees shall be retained on the basis of the following
1807 sequential order: 1.) certification 2.) seniority.
1808

1809 29.5 A District-wide seniority list shall be established by the District and copies provided to the
1810 Association. There shall be separate lists of Employees in each job classification.
1811

1812 29.6 The Board shall give thirty (30) calendar days' notice of layoff prior to the effective date of the
1813 layoff to the individuals involved.
1814

1815 29.7 The District shall pay the full cost of the current health and life insurance benefit programs of all
1816 Employees on layoff for three (3) months, beginning the month after the Employee's District paid
1817 benefits would normally cease.
1818

1819 29.8 Employees on layoff (placed on unrequested leave of absence) because of staff reduction shall be
1820 given first priority on the substitute list, if desired.
1821

1822 29.9 A teacher placed on unrequested leave of absence may engage in teaching or another occupation
1823 during period of such leave.
1824

1825 29.10 The unrequested leave of absence shall not impair the tenure of the teacher.
1826

1827 29.11 The unrequested leave of absence shall not impair the seniority of the teacher.
1828

1829 29.12 The unrequested leave of absence shall continue for a period of not more than three (3)
1830 succeeding fiscal years unless extended by the Board.

1831 29.13 Permanent Employees shall be recalled (reinstated) to the positions from which they have been
1832 laid off (placed on unrequested leave of absence) or, if not available, to positions requiring like training
1833 and experience, or to other positions in the school system for which they are qualified by certification, in
1834 inverse order of lay-off.
1835

1836 29.14 Non-permanent Employees on layoff (unrequested leave of absence) shall be recalled
1837 in inverse order of layoff provided they are certified and have experience in the position or a similar
1838 position.
1839

1840 29.15 No appointment of new Employees shall be made while there are available Employees on layoff
1841 (unrequested leave of absence) who are properly qualified to fill such vacancies.
1842

1843 29.16 The District shall give written notice of recall from layoff by sending a certified letter to the
1844 Employee's last known address. It shall be the responsibility of each Employee to notify the District, in
1845 writing, of any change in address. The Employee's address as it appears on the record of the Board shall
1846 be conclusive when used in connection with layoffs, recalls, or other notice. If the Employee fails to
1847 accept or does not respond to this notice of recall within fifteen (15) working days, unless a written
1848 extension is granted in advance by the Board or designee, the Employee shall be considered to have
1849 voluntarily terminated his/her individual employment contract and any other employment relationship
1850 with the District.
1851

1852 29.17 At the time of his/her recall and upon his/her return to active employment, the Employee will be
1853 provided all benefits which Employees are entitled to at that time, the Employee's unused accumulated
1854 sick leave will be restored to the Employee and the Employee will be placed on the proper step of the
1855 salary schedule in accordance with Article 16.7 for the Employee's current position, according to the
1856 Employee's experience in the District.
1857

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ARTICLE 30

DURATION

- 30.1 The term of this Resolution’s language shall be from July 1, 2013 until June 30, 2015.
Both parties agree to open the following articles: Article 15 – Class Size and Caseload Standards,
Article 16-Salaries and Salary Payment and Article 21-Credit Courses and Tuition
Reimbursement, Article 28 – Assignments and Transfers and other salary-related items.
- 30.2 The term of this Resolution for salary shall be from July 1, 2013 until June 30, 2014.

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ARTICLE 31

COMPLETE DISCUSSIONS

31.1 This Joint Resolution summarizes the entire discussion between the Special School District and the Association. The parties acknowledge that during the discussions that resulted in this Joint Resolution, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter allowed under the law.

31.2 Upon mutual agreement to discuss the topic, the District and the Association may bargain over proposed changes to this Joint Resolution during its term. All terms and conditions of employment not covered by this Joint Resolution remain within the discretion of the District’s rights under Article 14 Administrative Rights as set forth herein, subject to the requirements of law.