

Joint Resolution
of
The Special School District
Board of Education
and the
Special District National
Education Association
(SDNEA)

Missouri NEA

2016-2018
(language & salary)

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76 **MISSION STATEMENT**

77
78 The Special School District Board of Education (Board of Education) and the Special District
79 National Education Association (SDNEA) declare their intent to cooperate in their common aim
80 to achieve the mission of the Special School District of St. Louis County:

81
82 In collaboration with partner districts, we provide technical education and a wide
83 variety of individualized educational and support services, designed to ensure the
84 students successful 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 June 14, 2016, 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

153 **ARTICLE 2**

154 **RECOGNITION**

155
156
157 2.1 The Board will recognize as the exclusive bargaining representative for all Employees in
158 the unit defined in Section 2.3 that organization which represents the largest membership count
159 as of November 30 of each year. For the duration of this Resolution, as approved by the Board,
160 the Special District National Education Association/Missouri National Education Association
161 shall be recognized as the exclusive bargaining representative for said unit.

162
163 2.2 The Board Team agrees to bargain with representatives of the designated exclusive
164 bargaining representative of the Employees in the unit defined in Section 2.3 for the purpose of
165 developing a joint resolution on matters pertaining to salaries, benefits and other terms and
166 conditions of employment.

167
168 2.3 The bargaining unit to which this Resolution is applicable is as follows: All teacher and
169 teacher level professional Employees providing services in Special Education and Applied
170 Technology, exclusive of supervisory and administrative Employees, full or part time, who are
171 paid on the basis of the teacher salary schedule.

172
173 2.4 The term “Employee” when used hereinafter in this Resolution shall refer to all regularly
174 employed unit Employees as defined in Section 2.3.

175
176 2.5 The term “Teacher” shall refer to unit members who are regularly employed as
177 professional level staff (including but not limited to classroom teachers, diagnosticians, nurses,
178 social workers, and therapists) who are paid on the “Teacher Level Salary Schedule”.

179
180 2.6 The term “District” shall refer to the Special School District of St. Louis County.

181
182 2.7 The term “Association” shall refer to Special District National Education Association
183 (SDNEA).

184
185 2.8 The term “Board” shall refer to the Board of Education of the Special School District of
186 St. Louis County.

187
188 2.9 The term “Superintendent” shall refer to the Superintendent of Schools of the Special
189 School District of St. Louis County.

190
191 2.10 Unless the context in which they are used clearly requires otherwise, words used in this
192 Resolution denoting gender shall include both masculine and feminine; and words denoting
193 number shall include both the singular and plural.

195 **ARTICLE 3**

196 **STATUS OF THE RESOLUTION**

197
198
199 3.1 The Board, whose authority is strictly defined and delineated by statutes, may only
200 function in the manner and to the extent that it is authorized to do so by Missouri statutes. The
201 Board has the final responsibility of evaluating, establishing, amending and determining policies
202 for the District.

203
204 3.2 This Resolution, upon approval by the Board, shall be considered as an additional
205 operational document and shall be policy of the District. In the event that any other policy of the
206 District relating to salaries or other terms and conditions of employment of the Employees is
207 considered for change during the term of this Resolution, the Association will be allowed to
208 bargain with Board representatives on the proposed change(s).

209
210 3.3 This Resolution sets forth terms and conditions of employment of all Employees.
211 Individual contracts issued by the Board shall be consistent with the terms of this Resolution,
212 Board policy and state statutes.

213
214 3.4 The District shall post the Joint Resolution on the District’s intranet site and provide the
215 Association with an electronic copy of the Resolution. Amendments shall be posted on the
216 District’s intranet site within one month after approval by the Board. The District will provide a
217 copy of the Joint Resolution to special education contacts in all partner districts and SSD schools
218 / worksites. New Employees will be made aware of how to access an electronic copy of the Joint
219 Resolution via the District’s intranet site. However, new Employees may request to receive a
220 hard copy of the current Joint Resolution should they desire.

221
222 **ARTICLE 4**

223 **CONFORMITY TO LAW**

224
225
226
227 4.1 If any term or provision, or any part of any term or provision, of this Resolution is or
228 becomes in conflict with any federal or state law, such term or provision shall continue in effect
229 only to the extent permitted by such law. Provided, if any term or provision of this Resolution is
230 or becomes in conflict with any state or federal law, such conflict shall not affect or impair any
231 other term or provision of this Resolution.

232
233 4.2 In the event a term or provision is determined to be contrary to law as stated in
234 Section 4.1, District and Association representatives shall bargain within 90 days from the date
235 either party notifies the other of a potential conflict with respect to such matter.
236

237 **ARTICLE 5**

238 **RIGHTS OF THE ASSOCIATION**

239
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241
242
243 5.1 An Association representative specifically designated by the Association may meet with
244 immediate supervisor(s) to consider grievances without loss of pay for time rendered. These
245 meetings will be mutually scheduled to minimize disruption of instructional services.
246

247 5.2 The Association bargaining team members shall not suffer loss of pay while attending
248 bargaining sessions with District representatives provided (1) such sessions are jointly scheduled
249 and (2) the number of team members does not exceed six (6), in addition to the SDNEA
250 President and the UniServ Director. The District will not bill the SDNEA for said bargaining
251 team member's participation in the bargaining process.
252

253 5.3 The Association and/or building representative of the association shall be permitted to
254 conduct official Association business on school property. The Association acknowledges that
255 the Special District owns and is therefore responsible for all copiers, communications equipment/
256 services, and audio/visual equipment in District buildings. Therefore, the District grants the
257 Association permission to use said equipment/services according to the following conditions:
258

- 259 1. Any representative of the Association, prior to using District facilities and/or equipment,
260 shall give reasonable notice of intent to use said facilities and/or equipment.
- 261 2. Said use may not disrupt the delivery of instructional services or the normal operations/
262 functions of the District.
- 263 3. The Association agrees to abide by all Board policies regarding appropriate use of said
264 facilities/equipment.
- 265 4. The designated District administrator may deny the Association use of District Facilities
266 and/or equipment if these conditions are not met.

267
268 5.4 On or before October 15 of each year the District will provide the Association with the
269 names, addresses, job positions and work locations of all Employees. The District will also
270 provide an updated list of Employees with names, addresses, job positions and work locations by
271 February 15.
272

273 5.5 After appropriate action by the Board, the District will provide the Association with a list
274 of all newly hired Employees, their addresses, job positions and work locations; Employees who
275 have resigned or have been terminated; and Employees on long-term leaves of absence.
276

277 5.6 Association Leave

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5.6.1 The Association will be granted thirty (30) days of leave per year with pay to be used for Association business as may be authorized by the President of the Association. The Association may be provided with an additional thirty (30) days of leave provided the Association pays the District for any additional days of leave at the Employees per diem rate. Requests for Association leave will be submitted by the President of the Association or his/her designee to the Assistant Superintendent of Human Resources for consideration and approval. Such requests shall be submitted in writing no less than seven (7) working days in advance and shall specify the names of the employees involved and the length of time/days off.

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

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

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

320 the Employee, the time spent on leave shall not count toward tenure, but shall not constitute an
321 interruption in continuous service.

322
323 Any SDNEA member elected to the office of NEA Director will be granted up to thirty (30) days
324 of release time without pay per school year for the duration of his/her term in office in order to
325 fulfil required components of the role and every effort shall be made to ensure appropriate
326 substitute coverage can be secured. All substitute teaching costs incurred when the NEA
327 Director is on release time will be reimbursed to the District.

328 5.8 The Association will have representation on approved District-wide committees. The
329 Association and Assistant Superintendent of Human Resources will discuss the list of approved
330 committees and Association representation on said committees. The District will make the final
331 determination regarding the appropriateness of committees requiring Association representation.
332 The District-approved number of committee representatives for the Association will be selected
333 by the Association President.

334

335 **ARTICLE 6**

336 **PAYROLL DEDUCTIONS**

337
338
339 6.1 Upon appropriate written authorization from the Employee, the District shall deduct from
340 the salary of the Employee and make appropriate remittance for approved annuities, dependent
341 insurance and any other plans or programs as may be approved by the District.
342

343 6.2 The following guidelines will be applicable to Employees who desire to have their
344 Association dues deducted from their payroll checks:
345

346 6.2.1 Any Employee who is a member of the Association, or who has applied for
347 membership, must sign a Payroll Deduction Authorization Form for membership dues,
348 voluntary contributions and assessments.
349

350 6.2.2 The authorization for payroll deduction must be delivered to the Payroll
351 Department not later than the first (1st) day of the pay period for which the deduction is to
352 be made.
353

354 6.2.3 Authorization for dues deduction shall continue in effect from year to year unless
355 the member revokes said authorization in writing by August 31st to the Association for
356 the upcoming school year. The Association will send notification to the payroll
357 department of those individuals who have discontinued dues deductions.
358

359
360 6.2.4 Pursuant to said authorization, the District shall deduct one eighteenth (1/18) of
361 such dues from the salary checks of the Employee for nine (9) months, beginning with
362 the end of September and ending in June of each year.
363

364 6.2.5 Deductions for members employed and/or enrolled after commencement of the
365 school year shall be appropriately established by the Association in writing to the Payroll
366 Department.
367

368 6.2.6 On or before September 1 of each year the Association shall certify to the Payroll
369 Department the SDNEA dues rate structure for the ensuing year.
370

371 6.2.7 The Payroll Department and the Association will exchange an initial list of
372 Employees for whom such deductions have been made following the start of the school
373 year, and such additions as shall become effective during the year. The Association
374 agrees to hold the District and the Board harmless for any damages arising out of any
375 legal action by any Employee contesting any application of this policy and/or procedure.
376

377 6.2.8 With respect to all sums deducted by the Payroll Department pursuant to

378 authorization of the Employee(s), the Board agrees to remit promptly the sums to the
379 Association.

380 **ARTICLE 7**

381 **DUE PROCESS**

382 **7.1 Due Process Procedure**

383
384
385
386 7.1.1 Employees will be afforded due process. Whenever an Employee is required to
387 appear before an administrator, supervisor, the Board or any members thereof,
388 concerning disciplinary action (suspension, with or without pay; administrative leave, and
389 termination), he/she will be given prior written notice of the meeting together with the
390 purpose of the meeting and the invited participants. The Employee will have the
391 opportunity to respond to the circumstances relating to the disciplinary action. The
392 Employee will be entitled to have a representative of the Association present to represent
393 him/her during such an appearance. When a request for Association representation is
394 made, no action shall be taken with respect to the Employee until the representative of the
395 Association is present, provided such representation is timely. The District's decision
396 regarding disciplinary action will be provided in writing to the Employee.

397
398 7.1.2 The District reserves the right to administer disciplinary action without
399 Association representation when the consideration of normal District operations and/or
400 the health and safety of any Employee/student might be affected. Article 7.1.1 does not
401 apply when an administrator meets with an Employee to gather factual information
402 relating to a situation/event or when an administrator meets with an Employee as part of
403 the PBE process.

404
405 7.1.3 Any disciplinary action taken against a Tenured Employee shall be in accordance
406 with the procedures set forth in the "Teacher Tenure Act" providing such Employee is
407 covered by the Act. If suspended or placed on administrative leave, employees shall
408 continue to receive pay and benefits until the Board renders its decision.

409
410 7.1.4 Unsubstantiated, frivolous, malicious and/or vexatious complaints shall not be
411 placed in the Employee's personnel file.

412
413 7.1.5 If an Employee believes that unsubstantiated, frivolous, malicious and/or vexatious
414 complaints are included in a supervisor's file he/she may make a written request to the
415 Assistant Superintendent of Human Resources to review his/her claim and remove said
416 information. The Assistant Superintendent will notify the Employee of his/her findings.

417
418 7.2 Only a complaint brought to the attention of the Employee may be used as the basis of
419 disciplinary action. Employees are to be made aware of complaints within five (5) days of the
420 administrator's knowledge of the complaint. Anonymous complaints will not result in

421 disciplinary action unless an Employee is afforded due process. The supervisor may allow an
422 Employee to have Association representation at a meeting to discuss a complaint.

423
424
425 7.2.1 It is in the best interest of all parties to resolve complaints in a timely manner.

426
427 7.2.2 If the complaint is determined by the supervisor to be invalid, no action will be
428 taken against the Employee.

429
430 7.2.3 If disciplinary action is to be taken, Article 7.1.1 applies.

431
432 7.3 Employees who make a written request to the Assistant Superintendent of Human
433 Resources for a copy of the written statement that they provided during a District
434 investigation will be provided said copy within ten (10) days.

435
436
437 **ARTICLE 8**

438
439 **PERSONNEL RECORDS**

440
441 8.1 It is the intent of the Board to maintain complete and current personnel files for all
442 Employees. There shall be one personnel file for the District, which shall be maintained in the
443 Human Resource Division. The personnel file may be an electronic file. This file will be
444 considered confidential information and will only be available to authorized administrative
445 personnel and to the Employee. Upon request to and in the presence of the appropriate
446 administrative official, any Employee will have the right, during regular working hours, to
447 inspect his/her own personnel file with the exception of the confidential section. The
448 confidential section includes, but is not limited to: pre-employment records and information
449 obtained during personnel investigations.

450
451 8.2 Upon request, a copy of any documents that are not part of the confidential section shall
452 be afforded the Employee. Only one such copy shall be at District expense. A representative of
453 the Association, at the Employee's request, may accompany the Employee in this review.

454
455 8.3 Non-confidential complaints or letters of reprimand will not be entered or filed in the
456 Employee's personnel file until the Employee is given an opportunity to review the information
457 and comment thereon. The Employee will have the right to request a copy and append a reply to
458 the statement, which will also be included in the personnel file.

459
460 8.4 Any material mutually determined by the District and the Employee to be inappropriate
461 or invalid shall be removed from the Employee's personnel file.

462
463 8.5 Employment records shall be kept for all Employees, covering at least the following items:
464

- 465 1. Application of Employment
466 2. Copy of Certification
467 3. Official college transcripts/grade reports
468 4. I-9 Form
469 5. Police Record Check
470 6. References at time of employment
471 7. Years of employment
472 8. Salary each year
473 9. Formal evaluation records
474 10. Date of termination of service
475 11. Reason for termination of services
476 12. Department of Children Family Services Check
477 13. Notification of Drug Free Workplace

478
479 8.6 The personnel records of all Employees shall be confidential. Except as provided in
480 Sections 8.1 and 8.2, no one shall have access to these records except administrative personnel
481 who are in charge of the records unless specific permission is given by the Superintendent or his
482 / her designee.

483
484 8.7 Unless the document states otherwise, when an Employee is requested to sign material
485 placed in his/her personnel file, such signature shall be understood to indicate his/her awareness
486 of the material. A copy of the document shall be provided to the Employee bearing the signature
487 of the Employee and the originator of the document.

488
489
490 **ARTICLE 9**

491
492 **EMPLOYEE EVALUATION**

493
494 9.1 All evaluations will be performed on the approved Special School District Performance
495 Based Teacher Evaluation process. The Employee's evaluation shall be based on his/her work
496 position and upon the performance criteria set forth in the District's Performance Based
497 Evaluation (PBE). The PBE guidelines will be available on the District's intranet and available
498 in Human Resources. Bound copies of the Joint Resolution will be allocated to SDNEA to
499 distribute to each building / worksite contact.

500
501 9.2 A standing PBE Committee will review the instrument annually and make
502 recommendations for consideration by the Superintendent or his / her designee. The Association

503 shall have representation on the committee. The Association President will choose Association
504 representatives for the committee. The District may choose other committee members. The
505 District and Association President will discuss committee membership.

506
507 9.3 The Superintendent may choose to modify the PBE process as he/she deems appropriate.
508 It is understood that the Superintendent will solicit feedback from the PBE Development
509 Committee and that the Association may make recommendations regarding the Performance
510 Based Evaluation Process to the Superintendent.

511
512 9.4 Staff members who believe PBE timelines and/ or procedures were not adhered to or who
513 feel factual content referenced in a PBE document is inaccurate should reference the PBE appeal
514 process outlined in the PBE document.

515

516 **ARTICLE 10**

517 **GRIEVANCE PROCEDURE**

518
519 10.1 Definitions

520
521
522 10.1.1 A “grievant” shall mean an Employee, group of Employees, and/or the
523 Association filing a grievance on behalf of a named Employee, or as an entity in matters
524 pertaining to this Resolution.

525
526 10.1.2 A “grievance” shall be a written claim by a grievant that a dispute or
527 disagreement exists involving interpretation or application of the terms of this Resolution
528 or of an existing Board policy.

529
530 10.1.3 A “party in interest” is the person or persons making the claim and any person
531 whom might be required to take action or against whom action might be taken in order to
532 resolve the claim.

533
534 10.1.4 “Work Days” shall refer to days on the SSD calendar when Employees are
535 on duty.

536
537 10.2 Grievance Guidelines

538
539 10.2.1 Evaluation decisions and judgments of Employee performance, the termination of
540 services of a tenured Employee, or the non-renewal of a probationary Employee’s contract are
541 excluded from this grievance procedure. (Reference “Appeal of the Performance Evaluation
542 Process” as outlined in the PBE guidelines for resolution of PBE matters.)

543
544 10.2.2 The written grievance shall identify the term of this Resolution or existing Board policy
545 and will identify the relief requested by the grievant. The grievant must elect the remedy for their
546 dispute/disagreement with this Resolution. If an Employee chooses to first file a charge with an
547 outside agency, the Employee is precluded from filing a grievance.

548
549
550 10.2.3 The Board shall recognize grievance representatives upon their identification by the
551 Association. Upon the grievant’s request, an Association representative shall be present for any
552 meetings, hearings, appeals or other proceeding relating to a grievance which has been formally
553 presented in writing.

554
555 10.2.4 A class grievance involving more than one supervisor and a grievance involving the
556 administrator above the building level may be filed by the Association at Step II.

557
558 10.2.5 In matters dealing with alleged violations of Association rights, the grievance shall be

559 initiated at Step II.

560

561 10.2.6 Nothing contained herein shall be construed as limiting the right of any Employee having
562 a complaint to discuss the matter via administrative channels and to have the problem adjusted
563 without the involvement of the Association.

564

565 10.3 Grievance Process

566

567 10.3.1 INFORMAL STEP - The parties of interest acknowledge that it is most desirable for an
568 Employee and his immediately involved administrative supervisor to resolve problems through
569 free and informal communications. Within ten (10) working days of the dissemination of verbal
570 and/or written communication about an act or condition, which is the basis for a possible
571 grievance, the Employee shall request to meet with the immediately involved administrative
572 supervisor. When requested by the Employee, a representative of the Association may be
573 present to assist in this resolution.

574

575 10.3.2 STEP I – If the grievant is not satisfied with the disposition of Informal Process, then the
576 grievant may, within ten (10) working days, submit the grievance in writing to the administrative
577 supervisor, with a copy to the Assistant Superintendent of Human Resources and Superintendent.
578 The administrative supervisor will arrange for a meeting to take place within seven (7) working
579 days after receipt of the written grievance. Upon conclusion of the hearing, the administrative
580 supervisor will have seven (7) working days to provide the grievant with his/her written decision,
581 including the reasons for the decision.

582

583 10.3.3 STEP II – If the grievant is not satisfied with the disposition of his/her grievance at
584 Step I, or if no decision has been rendered within the Step I time frame, then the grievant may,
585 within seven (7) working days, submit the grievance for appeal to the Director. The Director
586 shall arrange for a hearing with the grievant to take place within seven (7) working days after
587 receipt of the appeal. Upon conclusion of the hearing, the Director will have seven (7) working
588 days to provide the grievant with his/her written decision, including the reasons for the decision.

589

590 10.3.4 STEP III – If the grievant is not satisfied with the disposition of his/her grievance at
591 Step II, or if no decision has been rendered within the Step II time frame, then the grievant may,
592 within seven (7) working days submit the grievance for appeal to the Superintendent or his/her
593 official designee. The Superintendent or his/her official designee shall arrange for a hearing with
594 the grievant to take place within seven (7) working days after receipt of the appeal. Upon
595 conclusion of the hearing, the Superintendent or his/her official designee will have seven (7)
596 working days to provide the grievant with his/her written decision, including the reasons for the
597 decision.

598

599 10.3.5 STEP IV - If the grievant is not satisfied with the disposition of his/her grievance at
600 Step III, or if no decision has been rendered within the Step III time frame, then the grievant
601 may, within seven (7) working days, submit the written grievance for appeal to the Board. The

602 Board or its official designee shall arrange for a hearing with the grievant before the full Board
603 or, at the Board's discretion, with a subcommittee of the Board to take place no later than the
604 second business meeting after the written appeal has been received. The Board will conclude its
605 deliberations no later than the second business meeting after the hearing and will provide the
606 grievant with its written decision within seven (7) working days. The decision of the Board is
607 final and binding on all parties.

608
609 10.3.6 When a grievance is submitted on or after May 1, the parties agree to attempt to reach a
610 resolution regarding the grievance prior to the beginning of the new school year school year.

611
612 10.3.7 No event from a prior academic year (July 1 through June 30) will be considered
613 grievable.

614
615 10.3.8 The parties in interest shall have the right to include in the presentation such witnesses, as
616 they deem necessary to develop facts pertinent to the grievance.

617
618 10.3.9 No reprisals of any kind will be taken by the Board or the District against any Employee
619 because of his/her participation in this grievance procedure.

620
621 10.3.10 The District will furnish the Association such information as is reasonably requested for
622 the processing of any grievance.

623
624 10.3.11 Failure by the grievant to file or process any grievance within the time limit provided in
625 this procedure shall be a bar to any further action on such grievances.

626
627 10.3.12 The time limits specified may be extended by the mutual written agreement of the
628 grievant and any person with whom the grievance is filed or appealed.

629
630 10.3.13 All documents, communications, and records dealing with the processing of a grievance
631 shall be filed separately from the personnel files of the participants.

632 633 634 **ARTICLE 11**

635 636 **STAFF PROTECTION**

637
638 11.1 The District agrees to provide Employees with liability insurance. The District liability
639 insurance provided in Board policy gives coverage to those Employees whose duties and
640 responsibilities may include administering medication and performing medically related
641 procedures. Employees expected to perform these duties and responsibilities will be told to do
642 so in writing and will be provided training.

643
644 11.2 The District complies with all workers compensation laws. Once an Employee is injured,

645 under the workers compensation statute, there is a three (3) day “waiting period” that is not
646 covered under workers compensation. However, the District elects to pay for the date of injury
647 as well as the first three (3) work days following the date of injury (the waiting period) at
648 Regular Pay, if it is an accepted injury. This assumes the District cannot accommodate any light
649 duty restrictions.

650
651 If an Employee is absent from work for fourteen (14) or more days from an authorized workers
652 compensation injury, Workers Compensation will pay the Employee for the waiting period.
653 Therefore, upon returning to work, the District will deduct what workers compensation paid for
654 the waiting period from the Employee’s pay.

655
656 An Employee is not allowed to use Sick Leave to cover or offset workers compensation
657 absences. If an Employee is authorized to return to work by workers compensation, but chooses
658 not to return, then he/she may use Sick Leave if the absence is medically related.

659
660
661 11.3 Any Employee who sustains damage to personal property as a result of student physical
662 action while performing official District responsibilities may apply for reimbursement for the
663 damage. Any Employee who believes that he/she has sustained damage to personal property due
664 to a student physical action shall submit a report of the incident to his/her supervisor. The
665 supervisor will investigate each reported incident and make a recommendation to the
666 Superintendent. The Superintendent shall make the final determination of whether the damage is
667 reimbursable. Any Employee who incurs damage to personal property, physical injury or a
668 threat as a result of a student’s action while performing District responsibilities may file a police
669 report. The Employee should notify his/her supervisor if a police report is going to be made that
670 involves District services and / or operations.

671
672 11.4 When infectious diseases are known to be present, Employees will be notified on a need
673 to know basis and the District will take appropriate steps to protect the Employees on
674 recommendation and consultation with community medical resources. The District will develop
675 guidelines outlining the reporting requirements relating to communicable diseases. These
676 guidelines will be shared with the partner districts’ lead nurses or other appropriate persons by
677 the District.

678
679 11.5 The District and the Association representatives will continue the Committee established
680 to address the safe delivery of specialized health care in the District. The committee membership
681 shall include but not be limited to the following: Director, Area Coordinator, Principal, Teacher,
682 Paraprofessional, Nurse, Association Representatives and Physician as needed.

683
684 11.6 Each SSD school / building shall develop and annually review its site safety, health, and
685 emergency preparedness plan for distribution to Employees at the site. Site plans are expected to
686 cover contingency plans for a wide variety of safety risks including but not limited to intruders
687 on the worksite, fire, earthquake, evacuations, and emergency closings.

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11.7 In order to keep Employees safe, the District may establish measures, procedures and policies that Employees will be expected to adhere to in order to ensure the safety of Employees and students.

ARTICLE 12

CONDITIONS/HOURS OF WORK

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

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

12.1.2 The part-time Employees' schedules and workdays will be determined by the percentage of time worked as compared to a seven and one-half (7-1/2) hours workday. Part-time Employees' schedules and workdays will be pro-rated based on the percentage of time for which they are employed.

12.2 Hours of Work Within the School Day

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

731 ten (10) working days.

732

733 12.2.2 All Employees shall be provided a minimum of two hundred fifty (250) minutes
734 of preparation time during the instructional week. An Employee's preparation time shall
735 be used for performance of professional duties exclusive of direct pupil instruction or
736 evaluation. Each supervisor shall monitor staff schedules to ensure a minimum of a
737 thirty-five (35) contiguous minute period per workday for each Employee. Alternative
738 scheduling formats may necessitate the scheduling of preparation time on alternative days
739 and averaging the total minutes two hundred fifty (250) minutes per week over a two (2)
740 week period of time. Employees whose schedules do not allow for the minimum of
741 preparation time per week should notify their supervisor. The supervisor will resolve the
742 discrepancy.

743

744 A committee that includes Association representation will be convened during the 2016-
745 2017 school year to examine preparation time during the instructional week. The
746 committee will make recommendations to the Superintendent for his/her consideration.

747

748

749 12.2.3 Employees who are assigned to more than one school building or who travel to
750 perform their assigned duties shall be provided reasonable travel time as well as
751 appropriate set up and clean up time in addition to their lunch, and preparation periods.

752

753 12.2.4 District Employees may be assigned duties during the workday, which are
754 consistent to the duties assigned to the component district classroom teachers. Duties are
755 usually defined as non-instructional supervisory activities, such as: lunch duty, hall duty,
756 recess duty, bus duty, etc. If an Employee is assigned duties they believe to be
757 inequitable, they may ask for a meeting with their supervisor to resolve the problem in a
758 timely manner. The supervisor will provide a response within ten (10) working days.

759

760 12.2.5 District Employees who are assigned as the Special Education Contact in a
761 secondary school may require additional preparation time. The supervisor will determine
762 the amount of additional preparation time if any is required.

763

764

765 12.3 Hours of Work Outside the School Day

766

767 12.3.1 Staff meetings/activities may be scheduled outside the workday. The following
768 guidelines will be followed:

769

770 12.3.2 The supervisor will communicate with the staff the date, time and place of the
771 meetings/activities. Friday meetings outside of the workday will only be scheduled in
772 cases of emergency.

773

774 12.3.3 Except in cases of emergency, the Employees shall be provided at least seven

775 (7) working days prior notice of the scheduled staff meetings/activities. Employees may
776 submit items to be considered for inclusion in the meetings/activities.
777

778 12.3.4 An aggregate amount of time not to exceed thirty-eight and one-half (38-1/2)
779 hours per school year may be utilized by the District for mandatory SSD / Partner District
780 meetings, trainings, and school related activities that occur outside of the Employee's
781 seven and one-half (7-1/2) hours work day. The thirty-eight and one-half (38-1/2) hours
782 is a maximum limit not a required amount of time allocated for meetings, trainings and
783 school related activities during a school year. The Employee will document time spent in
784 meetings, trainings, and school-related activities. The Employee's immediate supervisor
785 and partner district building administrator will coordinate scheduling of Employee
786 attendance at partner district and Special School District meetings, trainings, and
787 activities. The supervisor and partner district building administrator will evaluate the
788 relevancy of said meetings, trainings, and activities. Staff input may be considered when
789 the supervisor and partner district building administrator consider relevancy. The District
790 may use part of the thirty-eight and one-half (38-1/2) hours to complete District business.
791 When an Employee anticipates that their total hours may exceed thirty-eight and one-half
792 (38-1/2) they will notify his/her direct supervisor in writing. The supervisor will
793 investigate the written claim and determine a solution.
794

795 12.3.5 If District Employees working in partner districts are required to attend partner
796 district staff and training meetings which partner district staff is required to attend, 12.3.4
797 applies. If partner district staff receives compensation for these in-service meetings,
798 Special School District Employees will be equally compensated. The immediate
799 supervisor will provide prior approval for any such in-service. Any in-service meeting
800 for which an Employee is compensated will not count towards the thirty-eight and one-
801 half (38-1/2) hours of aggregate meeting/activity time. Professional responsibilities such
802 as but not limited to: IEP and Diagnostic conferences, student staffings, parent-teacher
803 conferences and / open houses that occur outside of the normal seven and one- /2) hours
804 work day do not count as part of the thirty-eight and one-half (38-1/2) hours designation.
805 Directors and supervisors will develop an attendance solution for Employees who are
806 required to attend more than four (4) parent teacher conferences / open houses in one
807 school year. If an Employee is not satisfied with the proposed solution he / she may
808 appeal said decision to the Assistant Superintendent of Human Resources. If an
809 Employee has received a comp day for parent teacher conferences / open houses those
810 days do not apply.
811

812 12.3.6 Special District Employees working in partner district buildings will not be
813 required to work partner district activities that are outside of the workday (athletic games,
814 etc.) except on a voluntary basis.
815
816

817 12.4 Work Environments

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

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

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12.4.3 An Employee assigned to his / her new worksite(s) / building(s) will be made aware of the new building/worksite procedures and protocol information by his/her supervisor or designee within five (5) working days of his / her start date.

835 12.5 Required Specialized Training

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

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846 **ARTICLE 13**

847 **SCHOOL CALENDAR/HOLIDAYS**

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

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13.2 The school calendar of one hundred and ninety-two (192) days, four (4) of which are paid holidays, adopted by the Board establishes the term (number of employment days) of the school year and identifies days staff, who follow Special School District's calendar, are required to report to work. Employees assigned to school buildings operated by Special School District will report to work on the days required as indicated by the Special School District calendar.

860 Employees assigned to work in school buildings owned and/or operated by other St. Louis
861 County School Districts will follow the calendar adopted by the Board of said district except as
862 noted in 13.3.

863
864 13.3 Partner District Calendars

865
866 13.3.1 In cases where the total number of days staff are required to report to work, as
867 identified in the partner district calendar, exceeds the total number of days staff are
868 required to report to work, as identified in the Special School District calendar, the
869 Employee assigned to work in the partner district building will be paid at his/her per diem
870 rate, by the June 30 paycheck, for the additional days the Employee works. When
871 possible, the payment will be in a lump sum on the June 30 paycheck.

872
873 There may be cases when the Missouri Department of Elementary and Secondary
874 Education (DESE) has intervened with a partner district and as a result, that partner
875 district has mandated extra work days beyond the required one hundred and ninety-two
876 (192) day calendar. Examples of such situations include when a partner district is in
877 danger of becoming or is unaccredited. In these situations, the District will consult with
878 Representatives of the Association to reach a mutually agreed upon resolution regarding
879 the extra work days. If a mutual agreement is not reached, the Association may appeal
880 the issue to the Board of Education. The Board of Education's decision will be final.

881
882
883 13.3.2 In cases where the total number of days Employees are required to report to work,
884 as identified in the component district calendar, is less than the total number of days
885 Employees are required to report to work, as identified in the Special School District
886 calendar, the Employee may be assigned additional duties. These duties may be assigned
887 only on days contiguous to the partner district calendar. These duties will be related to
888 the Employee's assigned professional responsibilities and will not require travel outside
889 the region unless workshop/workshop activities are held outside of the region.

890
891 13.3.3 The Regional Director will notify Employees assigned to a partner district of any
892 differences between the partner district calendar and the District calendar and the dates
893 assigned to align the Employee's workdays to the District calendar by the end of the
894 current school year if possible, but no later than 6 weeks before teachers are to report to
895 work if possible.

896
897
898 13.4 Employees shall not be eligible for additional compensation in cases where additional
899 workdays for pupil attendance must be scheduled by the District in order to meet the state
900 requirement of one hundred seventy-four (174) pupil attendance days.

901
902 13.5 Teacher workdays as scheduled in the Special School District and / or a partner district

903 calendar may be used for participation in workshops, in-service, instructional support activities
904 such as planning, preparing instructional materials, formulating I.E.P.s, evaluations of students'
905 progress records, etc. Supervisory personnel in collaboration with the staff will determine the
906 specific use of these days. In general, no more than half of a teacher workday will be used for
907 staff development/meetings.
908

909 13.6 The special education director of Employees assigned to a partner district will collaborate
910 with said district to determine the use of professional development days and to ensure relevancy
911 of topics for SSD staff. If the director of special education determines a PD day is not relevant
912 then the day will be used for District activities outlined in Article 13.5.
913

914 13.7 When the State NEA meeting is held in St. Louis, Special School District buildings / sites
915 will not be in session. Since these are designated workdays, Employees are expected to attend
916 the State meeting or report to their assigned building. Employees will provide prior notice to
917 their supervisor of their intent to attend the NEA conference. Employees assigned to a partner
918 district that does not have students in attendance may attend the local NEA conference. Prior
919 notice guidelines noted above must be followed. The District reserves the right to request proof
920 of attendance for any Employee if circumstances warrant.
921

922 13.8 Holidays
923

924 13.8.1 The following shall be scheduled paid and non-paid holidays for Employees.
925

- 926 Labor Day (Non-paid)
- 927 Thanksgiving Day (Paid)
- 928 Day after Thanksgiving Day (Non-Paid)
- 929 December 24 (Non-Paid)
- 930 December 25 (Paid)
- 931 December 31 (Non-Paid)
- 932 January 1 (Non-Paid)
- 933 Martin Luther King Day (Paid)
- 934 Presidents Day (Paid)
- 935 Memorial Day (Non-Paid)
- 936 Independence Day (Non-Paid)
- 937

938 13.8.2 When a holiday falls on a Saturday or Sunday the District reserves the right to
939 follow the federal or state observance date for said holiday.
940

941 13.9 Employees who follow SSD's calendar and are required to work when school is in
942 session on one of the above described paid or non-paid holidays shall receive additional pay
943 equal to their regular daily rate of pay, except in cases where the holiday becomes a scheduled
944 workday in order for a school district, other than the Special School District, to meet its

945 obligation according to the regulations of Missouri statutes pertaining to the length of the school
946 year (174 pupil attendance days).

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ARTICLE 14

950

951

ADMINISTRATIVE RIGHTS

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953 14.1 The Association recognizes that all matters pertaining to the policies that affect the
954 management and operation of the Special District, including its educational and fiscal affairs, are
955 the basic responsibility of the Board pursuant to the Educational Laws of the State of Missouri
956 except as these policies are specifically modified by the terms of this Joint Resolution.

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

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

14.1.3 In the exercise of such rights above the District shall comply with the provisions of this Joint Resolution. It is further agreed that the final decision of the Special District

988 made by the Superintendent of Schools with respect to any of the above matters shall not
989 be further reviewable by the grievance procedure.

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991
992 **ARTICLE 15**

993
994 **CLASS SIZE AND CASELOAD STANDARDS**

995
996 15.1 The District will make every effort to comply with DESE recommendations relating to
997 caseload size for teacher level staff. Association may request caseload reports on a quarterly
998 basis. The District will provide said reports within ten working days to the Association.

999 15.2 General Provisions

1000
1001 15.2.1 DESE caseload recommendations reflect limits not goals. Depending upon the
1002 instructional needs of the students, caseload limits should be considered situational and
1003 should require differing targets. For example elementary classes will generally have a
1004 smaller caseload number than secondary classes due to the greater individual student
1005 management needs presented by younger students. When a teacher's caseload exceeds
1006 90% of the effective DESE recommendation, upon written notification, the supervisor
1007 shall meet with the teacher to review the caseload and to develop an action plan within
1008 ten (10) working days.

1009
1010 15.2.2 A social worker may request a review of his/her caseload when the total number
1011 of students on his/her caseload exceeds 35. When a review is requested, the Social Work
1012 Effective Practice Specialist will utilize the Caseload Review Form and the social
1013 worker's caseload information to analyze the social worker's caseload. The SW EPS will
1014 share his/her caseload analysis with the social worker's supervisor. The supervisor will
1015 determine if any adjustments to the social worker's caseload will be made.

1016
1017 15.2.3 Employees may request release time to complete required caseload duties at
1018 their worksite. Release time requires prior supervisor approval. Approved release time
1019 that meets the qualifications of Article 15.2.3 will not be subject to disciplinary action or
1020 be noted as deficient. An employee may appeal a denial of release time to their director.
1021 The director will review the request and issue a decision. The director's decision is final
1022 and may not be appealed.

1023
1024 15.3 Support Personnel

1025
1026 15.3.1 The District recognizes that the teacher aides/assistants to teacher ratio is an
1027 important component of a quality education program. The District shall strive to provide
1028 an adequate number of support personnel in Special Education and Applied Technology
1029 where needed. In cases where a Teacher believes the level of support personnel provided
1030 is not adequate to the proper operation of his/her program, the Teacher shall provide the

1031 reason(s) in writing to his/her immediate supervisor with a copy to the Director. Upon
1032 receipt of such advisement the supervisor and Director—shall meet to review the
1033 Teacher’s concern. The Director will provide a response in writing within fifteen (15)
1034 working days.

1035
1036 15.4 Extra Duty

1037
1038 15.4.1 To maintain educational service and safety for students, the District shall attempt
1039 to provide substitutes for absent teachers in accordance with District guidelines. Except
1040 in cases of emergency (safety of students and staff and / or to maintain District
1041 operations), teacher level staff will not be responsible for assuming another’s caseload. If
1042 a teacher assumes responsibility for the workload of an absent teacher where no
1043 substitute has been provided, the teacher will notify the supervisor. The District will
1044 reimburse the teacher for prep periods and lunch hours worked, and for assuming
1045 instructional responsibilities for an absent teacher’s entire scheduled caseload during a
1046 given period/hour/time block at the rate of \$17.00 per hour. The teacher will submit a
1047 time card to the supervisor to document time worked. The hourly rate may be divided in
1048 half if two (2) teachers split the entire caseload of an absent teacher for a class period or
1049 block of time. In cases where more than one teacher assumes instructional
1050 responsibilities for an absent teacher’s entire caseload during an instructional day, the
1051 teacher time cards of all individuals requesting compensation for coverage will be
1052 submitted together to the supervisor, and the sum total of their time cards cannot exceed
1053 the daily sub pay for a teacher. After submission and processing, extra duty hours
1054 worked will be reimbursed according to the District’s payroll calendar.

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1058 15.5 Additional Caseload Responsibilities

1059
1060 15.5.1 When teacher level staff are assigned additional caseload responsibilities due to
1061 teacher vacancy or placement of a long term permanent substitute, they may be asked, in
1062 writing, by their immediate supervisor to assume additional caseload responsibilities
1063 beyond the normal work day (e.g. IEP development and evaluation related paperwork).
1064 Effective August 1, 2009, Teachers will be reimbursed at a rate of twenty-eight (\$28.00)
1065 per hour. The teacher will submit a timecard to the supervisor monthly. An Employee
1066 may decline the District’s offer for additional caseload responsibilities if it is not an
1067 emergency situation that could impact the safety of students.

1068
1069 15.5.2 Employees assigned to partner districts that provide ECSE services (coalition
1070 districts) will be reimbursed for actual time worked up to a maximum of one hour for
1071 completing exiting ECSE student IEPs.

1072
1073 15.5.3 When Medicaid paperwork cannot be completed during the workday, the

1074 Employee will be paid at the District rate \$28.00 per hour to complete paperwork
 1075 responsibilities outside the school day. Changes in the financial condition of the District
 1076 that affect the pay rate will result in both parties bargaining the issue.
 1077

1078 15.5.4 The following guidelines will be used to provide ranges of time allowed for
 1079 activities beyond the normal workday when assuming additional caseload responsibilities.
 1080

Screening/Evaluation Times

<u>Procedures</u>	<u>Maximum Times</u>
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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

1105 **ARTICLE 16**

1106 **SALARIES AND SALARY PAYMENTS**

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1108
1109 16.1 Salaries for Employees subject to this Resolution during the term of this Resolution are
1110 attached hereto and by this reference incorporated herein. Salaries for part-time Employees are
1111 pro-rated based on the Employee’s FTE (full time equivalent) (See Appendix.)
1112

1113 16.2 Increment steps shall take effect each year during the term of this Resolution.
1114 An Employee shall receive increment credit and advancement when employed one-half (1/2) or
1115 more of the annual number of workdays for which the position is authorized during the school
1116 year except as outlined in Article 16.9. A financial emergency may affect the ability of the
1117 District to offer an annual increment step. If this occurs, the Board or its designee will meet with
1118 Association representatives to discuss the emergency and the District’s solution regarding
1119 salaries/increment steps.
1120

1121 16.3 The District will divide the Employee’s contract by twenty-four (24) and process semi-
1122 monthly paychecks. The first paycheck will be processed August 31st and continue semi-
1123 monthly through June. On June 30th, Employees will receive payment for the balance of their
1124 contract minus required deductions on one check.
1125

1126 16.4 The District will pay all compensation due the Employee at the next regular pay period
1127 on the District’s payroll calendar after termination of the employment contract prior to the
1128 Employee’s contracted period.
1129

1130 16.5 The salary schedule for full-time Employees provides compensation for employment on
1131 one hundred ninety-two (192) days during the course of the school year. Full-Time Employees
1132 who work more than the required number of contract days shall be compensated at the daily rate
1133 of their annual salary divided by the annual number of contracted days for each additional day
1134 worked.
1135

1136 16.6 Employees shall be placed on the District’s Teacher Salary Schedule on the basis of
1137 employment experience and educational preparation. The District will only utilize employment
1138 experience listed on the District-approved application to determine salary schedule placement. If
1139 an Employee underrepresented employment experience on their application during their initial
1140 hire they may submit additional employment verification information within sixty (60) calendar
1141 days from his/her BOE-approved hire date to the Human Resources Department for
1142 consideration. The Human Resources Department will determine if the information provided
1143 will result in a change to the employee’s salary schedule placement. Any change in salary
1144 schedule placement will be prospective from the Board of Education’s approval of the new
1145 salary. New Employees with six (6) years or less credited experience shall be placed one step up
1146 on the salary schedule for each year of comparable full time employment or other
1147 professional/vocational experience. The District at its discretion will grant a minimum of seven

1148 (7) and a maximum of twelve (12) years of credited experience for Employees with seven (7) or
1149 more years of credited experience. Related but not comparable experience shall be credited at
1150 the rate of one (1) year for each two (2) years of such experience.

1151
1152 16.7 Employees shall be placed on the channel of the salary schedule appropriate to their
1153 educational preparation and degree(s)/vocational certificate(s) held. Degrees/credits must have
1154 been earned at an accredited college or university, vocational training institution or through
1155 District offered college courses and approved by Human Resources. Degrees/college credits for
1156 salary schedule placement or salary adjustment must be appropriate to the program area in which
1157 assigned, or to meet qualifications for other currently authorized District positions, including
1158 promotional, administrative and/or supervisory positions. Non-degreed registered nurses salaries
1159 shall be based on the teachers B.S. channel adjusted by a factor of .90.

1160
1161 16.7.1 Employees enrolling in a degree program or course, which begins after August 1,
1162 2004, must obtain prior Human Resources approval of courses toward salary adjustment/
1163 advancement. Any grievance arising out of a dispute over such approval shall be filed at
1164 Step II of the grievance procedure.

1165
1166 16.7.2 No statement of degree/credit equivalency may be accepted.

1167
1168 16.7.3 Placement on Channel 1 shall require a B.S./B.A. degree or a Temporary
1169 Authorization Certificate. Employees hired for the 2003-2004 school year and thereafter
1170 and Employees on Steps 1-9 of Channel I in the 2003-2004 school year shall not advance
1171 beyond Step 9 of Channel I. Employees already placed beyond step 9 of Channel I for
1172 2004-2005 and subsequent school years shall continue to advance one step for each
1173 additional year of experience to the maximum step allowable in Channel I.

1174
1175 16.7.4 Placement on Channel 2 shall require a B.S./B.A. degree plus twenty (20)
1176 graduate level semester college credit hours earned after degree completion, or an Initial
1177 Career Education Certificate (ICEC)/Career Continuous Educational Certificate (CCEC)
1178 with less than ten (10) semester college credit hours earned after certificate issuance. Any
1179 banked hours must be earned towards a District-approved course of study that leads
1180 towards an Associate's Degree, Industry Recognized Credential or Bachelor's Degree.
1181 Undergraduate hours with prior approval from Human Resources may be considered.
1182 Employees hired for the 2003-2004 school year and thereafter and Employees on Steps 1-
1183 11 of Channel II in the 2003-2004 school year shall not advance beyond Step 11 of
1184 Channel II. Employees already placed beyond Step 11 of Channel II for 2004-2005 and
1185 subsequent years shall continue to advance one step for each additional year of
1186 experience to the maximum step allowable in Channel II.

1187
1188 16.7.5 Placement on Channel III shall require an M.A./M.S. degree or an CCEC with
1189 ten (10) semester college credit hours earned after certificate issuance that meet the
1190 guidelines stipulated in 16.7.4. Employees using banked hours will be allowed to move a

1191 maximum of one channel per year. All banked hours must meet the guidelines stipulated
1192 in 16.7.4.
1193

1194 16.7.6 Placement on Channel IV shall require an M.A./M.S. degree with one hundred
1195 and eighty (180) semester college credit hours (including undergraduate and graduate
1196 hours) or an M.A./M.S. degree plus fifteen (15) graduate level semester college credit
1197 hours that have been earned after M.A./M.S. or completion of a plus twenty-five (25)
1198 semester college credit hours that meet the requirements stipulated in 16.7.4. The twenty-
1199 five semester college credit hours must be earned after issuance of the CCEC or an
1200 Employee may carryover a maximum of ten (10) college semester credit hours earned
1201 after issuance of their ICEC plus fifteen (15) college semester credit hours earned after
1202 issuance of their CCEC. A maximum of six (6) banked hours may also be applied. Prior
1203 approval from Human Resources is required to ensure courses are appropriately related to
1204 the career certificate. Undergraduate hours with prior approval from Human Resources
1205 may be considered.
1206

1207 16.7.7 Placement on Channel 5 shall require:
1208

1209 1 fifteen (15) additional graduate level semester college credit hours after
1210 completion of an M.S./M.A. degree with one hundred and eighty (180)
1211 semester college credit hours (including undergraduate and graduate
1212 hours

1213 2 an M.S./M.A. degree plus thirty (30) graduate level semester college
1214 credit hours that have been earned after completion of the M.S./M.A.
1215 degree

1216 3 with forty (40) semester college credit hours earned after certificate issuance that meet
1217 the requirements of article 16.7.4 except that a maximum of twenty-five (25) hours may
1218 be earned under an ICEC as per Article 16.7.6, or by meeting two (2) of the following
1219 three (3) criterion:

- 1220 - ten (10) years' experience
- 1221 - M.S./M.A. degree
- 1222 - National Board Certification

1223
1224 OR
1225

- 1226 • When a CTE teacher is required to have a B.S. and a temporary
1227 authorization certificate (TAC) in order to instruct any existing or future
1228 CTE programs (which currently includes: Veterinary Assistant, Web
1229 Design and Computer Programming, Network Administration, Early
1230 Childhood Education and Health Sciences) earns forty (40) graduate
1231 hours, a Masters Degree or Specialist prior to acquiring the CCEC.

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1233 4. A Specialist Degree

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5. Undergraduate hours with prior approval from Human Resources may be considered.

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

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

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

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

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

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

- | | |
|------------|---|
| \$150 each | 1 presenter (2 hours or more workshop) |
| \$105 each | 2 presenters (2 hours or more workshop) |
| \$ 85 each | 3 presenters (2 hours or more workshop) |
| \$ 70 each | 4 presenters (2 hours or more workshop) |

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

Employees may only be compensated for workshops that are conducted outside of their normal workday. Employees may not utilize flex time for a workshop that they have been compensated for.

16.10 The District's grievance process must be used to dispute any District decision relating to step and grade placement. If a change is made to an Employee's step and grade as the result of a grievance the maximum salary adjustment may be retroactive to the beginning of the current school year in which the grievance was filed.

1278 **ARTICLE 17**

1279 **TRANSPORTATION REIMBURSEMENT**

1280
1281
1282 17.1 Employees will be reimbursed for mileage in accordance with Board Policy when use of
1283 personal automobile is required to perform job responsibilities.

1284
1285 17.2 Mileage reimbursement will be provided for business related travel that is an integral part
1286 of the Employee’s job; i.e., parent conferences, student observation/consultation, IEP process,
1287 trainings, staff meetings, etc.

1288
1289 17.3 Reimbursement will not be approved on regular workdays for travel from home to the
1290 first work site of day, whether it is a regular work site or not. Reimbursement will not be
1291 provided on regular workdays for travel from the last work site of the day to home. If, however,
1292 work related travel is necessary and approved on a non-workday, reimbursement will be
1293 approved for travel to and from home.

1294
1295 17.4 Reimbursement will be based upon the Board approved rate.

1296
1297 17.5 The Employee’s immediate supervisor will monitor mileage reimbursement. All requests
1298 for mileage reimbursement should be submitted to the Employee’s immediate supervisor within
1299 the designated timelines.

1300 **ARTICLE 18**

1301 **TRAVEL**

1302
1303
1304 18.1 All requests to travel at District expense must be made and approved by the
1305 Superintendent or his/her designee. Leaves approved may be with pay and with reimbursement
1306 for previously approved expenses such as convention/seminar registration fees, lodging, meals,
1307 reasonable gratuities and transportation. The Employee may use his personal automobile only in
1308 cases where air travel to the designated destination is not available or in cases where the cost of
1309 said travel would not exceed the cost of air coach fare. The District reserves the right of making
1310 the final determination as to the appropriate means of transportation to be used by the Employee.

1311
1312
1313 **ARTICLE 19**

1314 **EXTRA DUTY**

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1316
1317 19.1.1 Extended School Year Program (ESY)

1318
1319 19.1.1 The District will first offer employment to qualified full-time District
1320 Employees who have applied for part-time positions in programs conducted by

1321 the District during the summer. The District will only consider Employees who
1322 are able to work the full ESY term. In the event that no qualified full-time
1323 District Employees are available, the District will employ qualified part-time
1324 District Employees who have applied for summer employment. If there are no
1325 qualified District Employees who have applied for a summer position the
1326 District will employ outside candidates. The District will determine the
1327 qualifications of Employees who have applied for summer work based on the
1328 criteria outlined in Article 19.1.2.

1329
1330 19.1.2 ESY assignments will be made based on the following sequential order:
1331 1. certification type
1332 2. employee training / experience
1333 (Qualified teachers who do not have documented performance
1334 concerns and who have appropriately applied for ESY
1335 employment will be given preference to teach their current
1336 classroom assignment if it is available).
1337 3. district seniority
1338

1339 19.1.3 To the extent possible staff assignments will be made by May 15. If additional
1340 enrollment occurs, staff will be hired according to existing guidelines. However, staff
1341 assignments made prior to May 15 will not be altered due to increased enrollment. In
1342 cases where two or more classes must be consolidated after the beginning of the summer
1343 school program due to the drop-out of students initially enrolled in classes below
1344 minimum standards for the maintenance of such classes, the same criteria shall be utilized
1345 as in 19.1; the other Employee(s) will be reduced, but will remain on a list to be recalled
1346 when another position becomes available or they will be placed on a substitute list.
1347

1348 19.1.4 Summer school Employees will be compensated at an hourly rate of twenty-nine
1349 dollars (\$29.00) per hour effective the 2016-2017 school year. Salary earned during
1350 summer employment will be paid on the fifteenth (15th) day and the last day of each
1351 month.
1352

1353 19.1.5 Employees who do not have satisfactory performance may be prohibited from
1354 working ESY. An ESY recommendation for continued employment is required for
1355 returning ESY staff.
1356

1357 19.1.6 ESY teacher-level staff will be provided up to twelve (12) hours total for work
1358 completed prior to and the conclusion of ESY. Teacher-level staff will be given 45
1359 minutes daily for plan time to be taken before and after the instructional day.
1360

1361
1362 19.2 Special Non-Public Access Program (SNAP)/Homebound
1363

1364 19.2.1 The District will recruit and interview District Employees for SNAP and

1365 Homebound positions.
1366 19.2.2 SNAP and Homebound Employees will be compensated at an hourly rate of
1367 twenty-nine (\$29.00) dollars per hour effective the 2016-2017 school year.
1368

1369 19.3 Extra Duty Contracts
1370

1371 19.3.1 On an annual basis the District will review the duties and stipend
1372 Amount for extra duty contracts with input from the Association.
1373
1374
1375

1376 **ARTICLE 20**
1377

1378 **RESIGNATIONS**
1379

1380 20.1 Letters of resignation will be submitted to the Superintendent. In most cases resignations
1381 become effective at the end of the school year in which they are submitted. Any teacher who
1382 desires to terminate his/her contract at the end of a school year shall give written notice of his/her
1383 intention to do so and the reasons therefore not later than June 1 of the year in which the school
1384 year ends.
1385

1386 20.2 Resignations effective earlier than the end of the school year, or after June 1, require
1387 a release by the Board as stipulated by state law and will be considered on a case by case basis.
1388 In certain situations, the availability of a replacement may affect the Board's decision to release
1389 the Employee from his/her contract. If a teacher is not released from contract, the teacher will be
1390 expected to fulfill his/her contractual obligations for the contract year. Should a teacher fail to
1391 honor the contractual obligations, appropriate action by the Board will be taken, which may
1392 include filing charges with the Missouri State Board of Education for revocation of the teacher's
1393 certificate.
1394

1395 **ARTICLE 21**
1396

1397 **CREDIT COURSES AND TUITION REIMBURSEMENT**
1398

1399 21.1 Credit Courses
1400

1401 21.1.1 Advancement on the District salary channel schedule may be made by working
1402 towards a degree/certification program at an accredited college, university or training
1403 institution that is approved by Human Resources. The degree/ certification program must
1404 be appropriate for staff's professional assignment or to meet qualifications for other
1405 currently authorized District positions, including promotional, administrative and/or
1406 supervisory positions.
1407

1408 21.1.2 Human Resources will automatically process a salary revision for applicable staff
1409 that obtain an additional degree or credit hours that meet the criteria of the Joint
1410 Resolution if an employee will be eligible for a retroactive adjustment to the beginning of
1411 the contractual year. Transcripts received after October 1 will be processed for a revision
1412 effective the beginning of the following school year.
1413

1414 21.2 The District will set aside funds for the purpose of tuition reimbursement for teacher level
1415 staff. The amount of money available per credit hour for reimbursement is available within the
1416 following limitations:

1417
1418 21.2.1 The maximum dollar amount of reimbursement per credit hour will not exceed
1419 the amount charged for graduate hours by the University of Missouri-St. Louis or the
1420 actual cost whichever is lower.
1421

1422 21.2.2 Six (6) graduate credit hours shall be the maximum number of credit hours per
1423 teacher-level staff for reimbursement in any school year beginning with the fall semester
1424 and concluding at the end of the following summer session. The maximum tuition
1425 reimbursement amount shall be the equivalent cost of six (6) graduate credits at the
1426 University of Missouri-St. Louis rate for staff who are submitting continuing education
1427 units (CEUs) to maintain professional certification related to their current job assignment.
1428

1429 21.2.3 This regulation will not reimburse any course for which the teacher incurs no
1430 tuition cost. Incidental costs including, but not limited to, textbooks, supplies,
1431 registration and parking fees will not be reimbursed.
1432

1433 21.2.4 In cases of financial emergency, the District reserves the right to make
1434 necessary adjustments to or eliminate tuition reimbursement for the current or next fiscal
1435 year. The Superintendent or his / her designee will meet with the Association to discuss
1436 the emergency and the District's proposed solution regarding tuition reimbursement.
1437

1438 21.2.5 Allotted tuition reimbursement funds will be allocated until the funded amount
1439 is expended.
1440

1441 21.3 To be eligible for District-funded tuition reimbursement, you must meet the following
1442 conditions:

1443
1444 21.3.1 Enroll in a graduate or post-graduate course for degree advancement or
1445 certification renewal that has been pre-approved by Human Resources. Undergraduate
1446 hours, Continuing Education Units and/or Community College coursework may be
1447 considered.
1448

1449 21.3.2 Earn a grade of B or above or certificate of completion, pass if grading is
1450 pass/fail.

- 1451
1452 21.3.3 Be employed full-time.
1453
1454 21.3.4 Complete the necessary form(s) prior to beginning your course(s) or
1455 workshop(s) and return it to the Human Resources Department. Only submit a form for
1456 course(s) and workshop(s) that you will be taking during the upcoming semester.
1457
1458 21.3.5 To receive tuition reimbursement, staff must submit an official transcript or grade
1459 report and receipt for the course(s) or CEU workshop(s) to Human Resources. Staff will
1460 receive payment in October or March if all of the qualifications set forth in the Joint
1461 Resolution have been satisfied. The October first deadline applies to spring or summer
1462 semester courses and CEU workshops completed by September 1st. The March 1st
1463 deadline applies to fall semester courses and CEU workshops completed by February 1st.
1464
1465 21.4 Employees who meet the requirements and anticipate receiving reimbursement must
1466 submit an application to Human Resources. Human Resources makes the final determination
1467 regarding reimbursements. If approval is denied, the employee shall receive in writing the
1468 reason for the denial.
1469
1470 21.5 Applications must be received in the Human Resources Division as soon as possible
1471 following completion of coursework. Reimbursement checks will be issued to Employees in
1472 October and March. No payment will be made to those employees who are no longer employed
1473 by the District at the time of reimbursement.
1474
1475
1476

1477 **ARTICLE 22**

1478 **INSURANCE AND FRINGE BENEFITS**

- 1479
1480
1481 22.1 Article 22 applies to full time Employees unless otherwise stipulated by state and or
1482 federal law.
1483
1484 22.2 The Board shall pay the Employee costs of the insurance premiums for individual
1485 coverage for Board-specified Group Health/Medical Insurance, Group Vision Insurance and
1486 Group Family Dental Insurance. New Employees shall have a forty-two (42) calendar day
1487 waiting period for effective date of benefits. Benefits coverage for eligible dependents will be
1488 effective on the first day of the following pay period after the new Employee's eligibility.
1489
1490 22.3 The Board shall pay the employer costs of the insurance premiums for Board specified
1491 Group Long Term Disability Insurance.
1492
1493 22.4 In the event any Employee or dependent is entitled to benefits under any other insurance

1494 plan, refer to the Special School District Health Care Plan and/or District Group Long Term
1495 Disability, General Provisions, Coordination of Benefits.

1496
1497 22.5 The Board shall pay the employer costs of the insurance premiums for Board specified
1498 Group Life Insurance in the amount equal to one and one-half (1-1/2) times the Employee's
1499 current annual salary rounded to the nearest thousand which shall be payable to the Employee's
1500 designated beneficiary.

1501
1502 22.6 The Board shall offer an IRS Section 125 Plan for qualified medical, and dependent care
1503 expenses.

1504
1505 22.7 It is the intent of the District to maintain the coverage standards and specifications for
1506 current Board specified Group Health/Medical Insurance, Group Vision Insurance, Group
1507 Family Dental Insurance, Group Life Insurance, and Group Long Term Disability Insurance. In
1508 the event the Board contemplates a change in benefits that will reduce coverage or increase
1509 Employee costs, the District will notify the Association and discuss alternatives prior to
1510 implementing any changes in coverage. The Association President or designee will be a member
1511 of the District's Benefits Committee.

1512
1513

1514 **ARTICLE 23**

1515
1516 **PAID ABSENCES**

1517
1518 23.1 At the beginning of each work year, Employees under a ten month contract who are not
1519 currently on a non-paid leave of absence (excluding non-paid medical leaves) shall be credited
1520 with an advanced paid leave allowance of thirteen (13) days with full pay. Employees that begin
1521 the school year on a non-paid leave of absence will be credited with their paid leave bank upon
1522 return to work. These days may be used for absence caused by personal illness, injury, poor
1523 health, pregnancy, recovery from pregnancy, adoption or for absence caused by illness or injury
1524 of others for whom responsible. Up to four (4) days of paid leave allowance may be used for
1525 personal leave in any one year. Partial FTE (Full Time Equivalent) Employees' paid absences
1526 will be pro-rated based on the percentage of time for which they are employed.

1527
1528 23.2 Employees are expected to use paid leave for its intended purpose.

1529
1530 23.3 General Provisions

1531
1532 23.3.1 Employee's unused paid leave allowance accumulates from year to year.
1533 Employees shall not be paid leave days upon resignation, non-renewal or termination
1534 from employment. Upon retirement from the District, Employees may be credited with
1535 their accumulated paid leave as specified below.

1536

1537 23.3.2 An Employee who is absent sixty (60) workdays or less will return to the same
1538 position. An Employee who is absent more than sixty (60) workdays may be placed in
1539 the same, equivalent, or other position for which he/she is qualified.

1540
1541 23.3.3 The District will provide each Employee an accounting of absences and
1542 balances via Employee paychecks and balances via the District Time and Attendance
1543 software. The accounting received on the last working day of each month reflects the
1544 period from the first (1st) through the fifteenth (15th) day of the month. The accounting
1545 received on the fifteenth (15th) of each month reflects the period from the sixteenth (16th)
1546 through the last day of the previous month. Employees are expected to monitor the sick
1547 and personal hours noted on their pay check. Any suspected discrepancy relating to sick
1548 or personal time must be reported to the payroll department within thirty (30) days of the
1549 pay period when the discrepancy occurred.

1550
1551 23.3.4 Upon retirement from the District, up to one hundred and eighty (180) days of
1552 an Employee's accumulated sick leave will be credited at a total cost to the District of
1553 eighty (\$80.00) dollars per day. Employees who have accumulated in excess of one
1554 hundred and eighty (180) days of paid leave on June 30, 2004 may be credited for
1555 accumulated sick leave that is greater than (180) days upon retirement. The paid leave
1556 amount credited for compensation upon retirement may not exceed their accumulated
1557 total as of June 30, 2004. If possible, the District will make a lump sum payment for
1558 eligible paid leave days on or before June 30 of each year for eligible retirees. In order to
1559 prove retired status, written evidence must be supplied from the appropriate retirement
1560 system, indicating that the individual is receiving retirement benefits.

1561
1562 23.3.5 If an Employee retires or resigns during the work year, the number of paid leave
1563 days credited shall be pro-rated at the rate of 1.3 paid leave days per month. Paid leave
1564 for the month shall be granted upon working one (1) complete pay period.

1565
1566
1567 23.4 Absences Due to Sickness

1568
1569 23.4.1 The District and the Association recognize that Employee requirements
1570 regarding absence reporting may be different based on assignment. An Employee must
1571 contact individuals/schools regarding absence as directed by his/her immediate
1572 supervisor (not to exceed four phone calls). Employees must contact his/her immediate
1573 supervisor regarding absence no later than one hour prior to the beginning of the
1574 workday. In cases where this is not possible, the absence should be reported to his/her
1575 supervisor as soon as possible. Employees will be required to report and/or make all
1576 absence requests through the District's time and attendance system.

1577
1578
1579 23.4.2 Employees who are sick and unable to work in excess of five (5) consecutive

1580 days per occurrence are required to provide a physician’s statement indicating inability to
1581 work unless the absence is covered by the District’s Family and Medical Leave Act
1582 Policy. The statement is to be received in the Human Resource Division by the sixth (6th)
1583 day of absence and will address the reason for the consecutive days of sick leave. A
1584 statement of fitness to return to work will be required before the Employee may return to
1585 work.

1586
1587 23.4.3 Employees who have a serious health condition as defined by the District’s
1588 Family and Medical Leave Act (FMLA) Policy, are required to provide an FMLA
1589 certification form from their medical provider indicating an inability to work and
1590 indicating the return to duty date. The FMLA certification form is to be received in the
1591 Human Resource Division as required by the District’s FMLA Policy.

1592
1593 23.4.4 If eligible for FMLA Leave, the Employee’s paid absences shall be part of and
1594 shall be concurrent with the Employee’s FMLA Leave. An Employee may continue to
1595 use accrued sick leave after exhausting FMLA Leave upon receipt of continuing medical
1596 certification of the Employee’s inability to return to duty. Refer to Article 24 for
1597 guidelines pertaining to non-paid non-FMLA leave. A statement of fitness to return to
1598 work is required and must be submitted to the Human Resource Division either prior to
1599 or on the day of return.

1600
1601 23.4.5 If the medical release restricts the duties performed by the Employee in his/her
1602 job position as specified in the job description, action taken will be on a case-by-case
1603 basis and in accordance with the Americans with Disabilities Act.

1604
1605 23.4.6 Medical information must be from a practicing health care provider, as that term
1606 is defined in 29 CFR () 825.125.

1607
1608 23.4.7 The District reserves the right to require a doctor’s certificate when there is an
1609 historical pattern or direct evidence of employee abuse of the District sick leave
1610 procedures. The Board also reserves the right to require an employee to be examined by
1611 a doctor of the Board’s choosing at the Board’s expense, in such circumstances.

1612
1613 23.4.8 Any Employee who has perfect attendance, which is defined as not having any
1614 absences during a given school year (meaning no use of personal or sick days) will
1615 receive an annual payment of five hundred dollars (\$500) by the July 15th pay period.
1616 Use of bereavement days will not be counted as an interruption of perfect attendance.

1617
1618 23.5 Personal Absence

1619
1620 23.5.1 Up to four (4) days of paid leave may be used for personal leave in any one
1621 year. Personal leave shall be defined as any business that cannot be conducted at a time
1622 not in conflict with the Employee’s regular workdays, or an emergency over which an

1623 Employee has no control and which requires immediate attention.

1624
1625 23.5.2 Except in cases of emergency, two (2) days advance notice to the Employee’s
1626 immediate supervisor is required for the Employee to take personal time. No explanation
1627 as to the purpose of such leave shall be required. Employees will be required to report
1628 and/or make all absence requests through the District’s time and attendance system.

1629
1630
1631 23.5.3 Prior approval of the Employee’s supervisor shall be required in cases where the
1632 Employee’s personal leave would exceed two (2) consecutive days, the first and last day
1633 of student attendance, or the day before or after a holiday or break. In such instances a
1634 statement of the reason(s) for the leave will be required.

1635
1636 23.5.4 A request for personal leave may be denied when, in the opinion of the
1637 Superintendent or his/her designee, such leave would unduly disrupt the delivery of
1638 educational services.

1639
1640 23.5.5 Personal leave may not be combined with non-paid leave except when approved
1641 by the Superintendent.

1642
1643 **ARTICLE 24**

1644
1645 **NON-PAID ABSENCES**

1646
1647 24.1 The Board recognizes that the personal welfare of its Employees may require occasional
1648 extended absences from duty. Non-paid absence shall be granted at the discretion of the Board.
1649 Non-paid leave shall not be granted to Employees to accept employment elsewhere.

1650
1651 24.2 General Provisions

1652
1653 24.2.1 A Full-time Employee who is eligible may receive/request up to thirty
1654 (30) work days of non-paid absence. The emergency leave request is subject to
1655 approval by the Assistant Superintendent of Human Resources.

1656
1657 Employees shall deliver to the Department of Human Resources, with a copy to the
1658 supervisor, a written request for non-paid leave of absence stating the reason and the
1659 date on which the leave is requested to begin and end. The District may require
1660 employees to utilize a District form to request a non-paid leave. Except in cases of
1661 emergency, a one (1) month notice shall be provided. Any exception to the one month
1662 notice must be approved by the Assistant Superintendent of Human resources.

1663
1664 By mutual agreement between the Employee and the District, the Employee may return
1665 to active employment earlier than originally approved. The request must be submitted

1666 in writing to the Human Resources Division.
1667
1668

1669 24.2.2 An Employee who is absent sixty (60) workdays or less will return to the same
1670 position. An Employee absence more than sixty (60) workdays may be placed in the
1671 same, equivalent, or other positions for which he/she is qualified. Should there be a
1672 reduction in force during the period of Employee's non-paid absence the Employee shall
1673 be subject to the Reduction in Personnel procedure stated in this Resolution.
1674

1675 24.2.3 An Employee returning to employment following non-paid absence shall be
1676 granted experience credit on the salary schedule for the school year in which the leave
1677 was granted if the Employee was paid for one-half (1/2) or more of the contracted days in
1678 the school term.
1679

1680 24.2.4 The Employee's non-paid absence shall not constitute interruption in continuous
1681 service for purposes of tenure, but the period of absence shall not be counted toward
1682 tenure (Teacher Tenure Act applies).
1683

1684 24.2.5 All Employees shall have the right to request three (3) days of absence annually
1685 without pay. Said leave may not be taken in conjunction with personal leave and is
1686 subject to approval by the Superintendent. Except in cases of emergency five (5) days
1687 advance notice is required.
1688

1689 24.2.6 Failure to return at the end of the non-paid leave shall constitute voluntary
1690 termination.
1691

1692 24.3 Non-Paid Sick Absence
1693

1694 24.3.1 An Employee will be placed on non-paid FMLA leave status when accumulated
1695 sick and personal time is exhausted and may maintain this status for the duration of the
1696 approved FMLA leave. An Employee will be placed on non-paid sick status when
1697 accumulated sick and personal time and concurrent FMLA leave, if eligible, is exhausted
1698 and may maintain this status for ninety (90) calendar days provided proper medical
1699 information is submitted to the Human Resource Division. Employees may not exceed
1700 the District's eligibility guidelines relating to the use of the ninety (90) days of non-paid
1701 non-FMLA leave. The District will utilize a rolling-backward two (2) year calendar from
1702 the requested leave's effective date to determine eligibility. If an Employee has utilized
1703 ninety (90) days of non-paid non-FMLA leave within the previous two (2) year period
1704 they are not eligible for any non-paid non-FMLA leave. The ninety (90) day leave period
1705 will be pro-rated as appropriate.
1706

1707 24.3.2 Medical, prescription drug, dental and vision benefits paid by the Board shall
1708 continue during the period of non-paid non-FMLA disability leave up to a maximum
1709 ninety (90) calendar days. Employees will not receive holiday pay during a non-paid

1710 medical leave. Insurance plan guidelines will dictate eligibility and duration of life
1711 insurance coverage during a non-paid leave.

1712
1713 24.3.3 An Employee must submit to the Human Resources Division a fitness-for-duty
1714 certification completed by a health care provider, as that term is defined in 29 CFR ()
1715 825.125 prior to or on the day of return from FMLA leave.

1716
1717 24.3.4 If the medical release restricts the duties performed by the Employee in his/her
1718 job position as specified in the job description, action taken will be on a case-by-case
1719 basis and/or in accordance with Americans with Disabilities Act.

1720
1721 24.3.5 Medical information must be from a practicing health care provider, as that term
1722 is defined in 29 CFR () 825.125.

1723
1724 24.3.6 An Employee on non-paid sick absence may be eligible for the District's Long
1725 Term Disability benefit.

1726
1727

1728 24.4 Child-rearing Leave

1729
1730 24.4.1 To be eligible for non-FMLA child-rearing leave Employee must have
1731 completed one full year with the District.

1732
1733 24.4.2 The Employee shall deliver to the Human Resource Division a written request
1734 for child-rearing leave. Beginning and ending dates of the absence shall be included.
1735 Except in the case of an emergency a four (4) week notice is required.

1736
1737 24.4.3 The leave will be limited to a maximum of ninety (90) calendar days. An
1738 employee may not request more than 90 days of non-FMLA child rearing during their
1739 employment.

1740
1741 24.4.4 By mutual agreement between the Employee and the District, the Employee
1742 may return to active employment earlier than that originally approved. The request must
1743 be submitted in writing to the Human Resource Division.

1744
1745 24.4.5 An Employee who is absent sixty (60) workdays or less will return to the same
1746 position. An Employee who is absent more than sixty (60) workdays may be placed in
1747 the same, equivalent, or other position for which he/she is qualified.

1748
1749 24.4.6 All benefits paid by the Board shall cease during the period of non-FMLA child
1750 rearing. The Employee may continue insurance coverage on a monthly basis by paying
1751 premiums in accordance with payroll procedure. The District will continue insurance
1752 coverage for Employees in accordance with provisions of the Family and Medical Leave

1753 Act, the duration of which could vary based upon unused balance of leave to which the
1754 Employee is entitled under the Act.

1755
1756 24.4.7 On return to active employment the Employee shall be credited with previously
1757 accrued sick time. Sick time for the current year will be prorated if the Employee does
1758 not return at the beginning of the year.

1759
1760 24.5 Education Leave:

1761
1762 24.5.1 To be eligible for education leave Employee must have completed one (1) full
1763 year with the District.

1764
1765 24.5.2 The Employee shall deliver to the Human Resource Division a written request
1766 for an education leave. Beginning and ending dates of the absence shall be included.

1767
1768 24.5.3 The leave will be limited to a maximum of ninety (90) calendar days. An
1769 employee may not request more than ninety days of non-paid educational leave during
1770 their employment.

1771
1772 24.5.4 By mutual agreement between the Employee and the District, the Employee
1773 may return to active employment earlier than that originally approved. The request shall
1774 be submitted in writing to the Human Resource Division.

1775
1776 24.5.5 All benefits paid by the Board shall cease during the period of the education
1777 leave. The Employee may continue insurance coverage on a monthly basis by paying
1778 premiums in accordance with payroll procedure.

1779
1780 24.5.6 On return to active employment the Employee shall be credited with previously
1781 accrued sick leave. Sick time for the current year will be prorated if the Employee's
1782 return is after the start of the work year.

1783
1784 24.6 Other Reasons at the Discretion of the Board

1785
1786 24.6.1 The Employee shall deliver to the Human Resource Division a written request
1787 for a leave, with an explanation, which may be for a reason other than already stated in
1788 this Resolution. Beginning and ending dates of the absence shall be included. Except in
1789 the case of an emergency a four (4) week notice is required. The Board will consider
1790 such request on an individual basis.

1791

1792
1793 **ARTICLE 25**
1794

1795 **OTHER LEAVE PROVISIONS**
1796

1797 25.1 Bereavement
1798

1799 25.1.1 Up to three (3) days of bereavement leave during the contracted school year will
1800 be granted to Employees for deaths of family/step family members. Family / step family
1801 members shall include parents, parents-in-law, brothers, sisters, spouse, children, sons-in-
1802 law, daughters-in-law, brothers-in-law, sisters-in-law, grandparents, grandparents-in-law,
1803 and grandchildren, domestic partner or anyone else for whom the Employee is
1804 responsible. The District will make the final determination regarding persons who
1805 qualify as a domestic partner. Part-time Employee’s bereavement leave will be paid on a
1806 pro-rated basis. Nothing contained herein shall be construed as precluding the Employee
1807 from using accrued paid leave for additional bereavement. An Employee may submit a
1808 written appeal request for bereavement leave to the Assistant Superintendent of Human
1809 Resources for relationships not listed above.
1810

1811 25.2 Jury Duty/Legal Leave
1812

1813 25.2.1 Leaves of absence with pay shall be granted for jury duty. Any compensation
1814 received for jury duty performed on contracted days shall be deducted from the
1815 Employee’s salary or the Employee must sign over the compensation check, less mileage
1816 and parking, to the District. Employees excused from jury duty are expected to return to
1817 work. The Employee shall promptly notify the District (Principal/Area Coordinator)
1818 when notification to serve on jury duty is received.
1819

1820 25.2.2 An Employee subpoenaed by any legislative, judicial or administrative tribunal
1821 hearing shall be allowed time away from work with pay for such purpose providing it is
1822 District related and/or approved by the Superintendent and/or his/her designee.
1823

1824 25.3 Military Leave
1825

1826 25.3.1 All District Employees are entitled to leave of absence from their respective
1827 duties without loss of time, pay, regular absence provisions, impairment of evaluation
1828 rating, or any other rights or benefits to which otherwise entitled as stipulated by State
1829 and Federal Law, for military services during which they are engaged in the performance
1830 of duty or training in the service of the State or of the United States under competent
1831 order, for a period not to exceed the maximum number of days allowed by State and
1832 Federal Law per fiscal year.
1833

1834 25.3.2 Before any payment of salary is made covering the period of the leave, the

1835 Employee shall file with the District, an official order from the appropriate authority as
1836 evidence of such duty. This order shall contain the certification by the Employee's
1837 commanding officer of performance of duty in accordance with the terms of such order.
1838 Extended leave may also be granted, without pay, for service in the Armed Forces of the
1839 United States.

1840
1841 25.3.3 Following such leave, the Employee will be reinstated to the same or an
1842 equivalent position provided that the District receives an application for reemployment
1843 that conforms to the requirements of State and Federal Law.

1844
1845 25.3.4 Upon reinstatement, salary shall be based on the schedule for which the
1846 Employee would have qualified had leave not been taken – not higher than the second
1847 step above that indicated on Employee's last previous contract, i.e., not more than one (1)
1848 year salary credit will be granted.

1849
1850 25.3.5 Military leave shall not:
1851
1852 Cause loss of previously accumulated sick leave;
1853
1854 Cause loss of permanent Teacher status;
1855
1856 Constitute a break in consecutive years of employment for purpose of obtaining
1857 permanent Teacher status, but the time spent on military leave shall not count
1858 toward
1859 tenure.

1860
1861 25.4 Sabbatical Leave

1862
1863 25.4.1 Sabbatical leave of no more than one (1) school year shall be granted
1864 professional Employees for purposes of professional improvement subject to the
1865 following conditions.

1866
1867 25.4.2 The Employee must have completed six (6) or more consecutive years of
1868 satisfactory, full-time employment in the District. The Employee shall have attained a
1869 Bachelor degree plus fifteen (15) hours of graduate work and be a bona fide candidate for
1870 a Master or higher degree in an area of specialization relevant to the Employee's current
1871 employment status, or which would prepare the Employee for other currently established
1872 positions.

1873
1874 25.4.3 In cases of Vocational/Technical Employees, the Employee must have
1875 completed six (6) or more consecutive years of satisfactory, full-time employment in the
1876 District. The Employee also shall have a Bachelor degree or be a bona fide candidate for
1877 a Bachelor degree, in an area of specialization relevant to the Employee's current
1878 employment status, or which would prepare the Employee for other currently established
1879 positions.

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

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

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

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

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

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

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

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

1. The Employee shall reimburse the District any and/or all salary received during sabbatical leave in the amount to be pro-rated on the basis of the Employee's two-year service obligation, and the actual service rendered to the District upon return from sabbatical leave. Should said Employee not return to active employment all salary shall be reimbursed immediately.

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- 2. The Employee shall forfeit all accrued leave benefits and all other benefits of employment.
- 3. The Employee’s obligation to the District shall be waived in cases where the Employee is unable to return to active employment due to injury, illness, or other disability or death of the Employee.

ARTICLE 26

SENIORITY

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

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

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

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

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

ARTICLE 27

PROFESSIONAL DEVELOPMENT

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

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

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

1968
1969 27.4 All newly hired teachers will be provided a “Special Education Partner” to support them
1970 with the detailed special education processes and the related paperwork management for one
1971 year.

1972
1973 27.5 Teacher mentors with appropriate experience shall be appointed by the supervisor from a
1974 pool of volunteers. Generally, mentors shall be of the same grade level and/or subject area as the
1975 beginning teachers. If there are no volunteers, the supervisor will assign a teacher. Teacher
1976 mentors shall be provided with appropriate training, at District expense, in order to fulfill their
1977 mentoring responsibilities.

1978
1979
1980 **ARTICLE 28**

1981 **ASSIGNMENTS AND TRANSFERS**

1982
1983
1984 28.1 There shall be a written job description for each Employee position. The District shall
1985 have the right to change job descriptions as needed. Any proposed change in job description
1986 shall be discussed with the Association prior to its implementation.

1987
1988 28.2 Annual Assigned Positions

1989
1990 28.2.1 The immediate supervisor will assign certified and highly qualified teacher to
1991 positions based upon student and District need. Whenever possible, a change in building
1992 assignment and/or teaching duties within the current building assignment for the
1993 following school year will be communicated prior to the March transfer. If
1994 circumstances do not allow for notification prior to the March transfer then the Employee
1995 will be notified as soon as possible.

1996
1997 28.3 Voluntary Transfer

1998
1999 28.3.1 The transfer process is designed to facilitate the movement of fully certified and
2000 highly qualified staff in a transparent, positive and efficient manner. Voluntary transfer
2001 is defined as a change in assigned position as requested by the Employee.

2002
2003 28.3.2 Employees returning from an approved leave of absence exceeding sixty (60)
2004 work days will be assigned to a vacant position available at the time of their return,
2005 provided certification requirements are met. Employees returning from an approved
2006 leave of absence exceeding sixty (60) working days will be eligible to participate in the
2007 transfer event.

2008
2009 28.3.3 Voluntary transfers include movement by the Employee through the transfer
2010 process to a vacant position.

2011
2012 28.3.4 Part-time Employees wishing to transfer to full-time positions must submit An
2013 application through the District’s online application system.
2014
2015 28.3.5 All transfers will occur at the onset of the following school year.
2016
2017 28.3.6 Any change in building after an Employee’s voluntary transfer has been granted
2018 shall be considered an involuntary transfer.
2019
2020 28.54 Voluntary Transfer Process
2021
2022 28.4.1 All vacancies that are effective the following school year (resignations, retirements,
2023 Board-approved non-renewals, vacancies created by involuntary transfer, new BOE positions
2024 and vacancies created by probationary teachers who do not return their contracts) received from
2025 July 1 through March 31 will be posted one (1) time. The monthly postings will begin in
2026 February and end in April. The District will advertise vacancies one (1) week prior to the
2027 transfer. Positions will be posted on the District’s intranet posting board. Postings for transfer
2028 positions will be for three (3) days. Upon submission of requests, participants may be
2029 interviewed by SSD administration. Partner district administrators may participate in the
2030 interview. The District may utilize a reference report for Employees that are interested in a
2031 voluntary transfer. Reference reports will be destroyed after completion of the transfer
2032 opportunities. An Employee may ask Human Resources to review his/her reference. The
2033 District will not consider transfer requests from employees who fail to follow transfer directions.
2034
2035
2036 28.4.2 Probationary Employees who are fully certified and highly qualified may
2037 request up to eight (8) voluntary transfers per school year during their third year of
2038 employment or after. All permanent Employees are eligible to request up to eight (8)
2039 transfers per year according to the following guidelines:
2040
2041 1. Employee's certification and skills
2042 2. Performance Based Evaluation Data
2043 3. Highly Qualified status
2044
2045 The two most senior Employees who request a voluntary transfer will be offered an
2046 interview. The District will complete interviews for internal candidates prior to
2047 interviewing external candidates. Transfer requests in excess of eight (8) will not be
2048 considered.
2049
2050
2051 28.4.3 Prior to the next posting period, interviews will be completed and candidates
2052 will be notified in writing or e-mail regarding the final status of their transfer
2053 request by Human Resources.

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

28.5 Involuntary Transfer Process

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

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

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

ARTICLE 29

REDUCTION IN FORCE

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

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

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

- Part-time probationary teachers/employees
- Full-time probationary teachers/employees
- Part-time permanent teachers/employees
- Full-time permanent teachers/employees

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

2097
2098 29.4 Employees who are not eligible for tenure shall be laid off (placed on unrequested leave
2099 of absence) on the basis of seniority. Permanent Employees shall be retained on the basis of the
2100 following sequential order: 1.) certification 2.) seniority.
2101
2102 29.5 A District-wide seniority list shall be established by the District and copies provided to
2103 the Association. There shall be separate lists of Employees in each job classification.
2104
2105 29.6 The Board shall give thirty (30) calendar days' notice of layoff prior to the effective date
2106 of the layoff to the individuals involved.
2107
2108 29.7 The District shall pay the full cost of the current health and life insurance benefit
2109 programs of all Employees on layoff for three (3) months, beginning the month after the
2110 Employee's District paid benefits would normally cease.
2111
2112 29.8 Employees on layoff (placed on unrequested leave of absence) because of staff reduction
2113 shall be given first priority on the substitute list, if desired.
2114
2115 29.9 A teacher placed on unrequested leave of absence may engage in teaching or another
2116 occupation during period of such leave.
2117
2118 29.10 The unrequested leave of absence shall not impair the tenure of the teacher.
2119
2120 29.11 The unrequested leave of absence shall not impair the seniority of the teacher.
2121
2122 29.12 The unrequested leave of absence shall continue for a period of not more than three (3)
2123 succeeding fiscal years unless extended by the Board.
2124 29.13 Permanent Employees shall be recalled (reinstated) to the positions from which they have
2125 been laid off (placed on unrequested leave of absence) or, if not available, to positions requiring
2126 like training and experience, or to other positions in the school system for which they are
2127 qualified by certification, in inverse order of lay-off.
2128
2129 29.14 Non-permanent Employees on layoff (unrequested leave of absence) shall be recalled
2130 in inverse order of layoff provided they are certified and have experience in the position or a
2131 similar position.
2132
2133 29.15 No appointment of new Employees shall be made while there are available Employees on
2134 layoff (unrequested leave of absence) who are properly qualified to fill such vacancies.
2135
2136 29.16 The District shall give written notice of recall from layoff by sending a certified letter to
2137 the Employee's last known address. It shall be the responsibility of each Employee to notify the
2138 District, in writing, of any change in address. The Employee's address as it appears on the
2139 record of the Board shall be conclusive when used in connection with layoffs, recalls, or other
2140 notice. If the Employee fails to accept or does not respond to this notice of recall within fifteen

2141 (15) working days, unless a written extension is granted in advance by the Board or designee, the
2142 Employee shall be considered to have voluntarily terminated his/her individual employment
2143 contract and any other employment relationship with the District.
2144

2145 29.17 At the time of his/her recall and upon his/her return to active employment, the Employee
2146 will be provided all benefits which Employees are entitled to at that time, the Employee's unused
2147 accumulated sick leave will be restored to the Employee and the Employee will be placed on the
2148 proper step of the salary schedule in accordance with Article 16.7 for the Employee's current
2149 position, according to the Employee's experience in the District.
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ARTICLE 30

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DURATION

2166 30.1 The term of this Resolution's language shall be from July 1, 2016 until June 30, 2018.
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2168 30.2 The term of this Resolution for salary shall be from July 1, 2016 until June 30, 2018.
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2173 **ARTICLE 31**

2174 **COMPLETE DISCUSSIONS**

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2176
2177 31.1 This Joint Resolution summarizes the entire discussion between the Special School
2178 District and the Association. The parties acknowledge that during the discussions that resulted in
2179 this Joint Resolution, each had the unlimited right and opportunity to make demands and
2180 proposals with respect to any subject or matter allowed under the law.

2181
2182 31.2 Upon mutual agreement to discuss the topic, the District and the Association may bargain
2183 over proposed changes to this Joint Resolution during its term. All terms and conditions of
2184 employment not covered by this Joint Resolution remain within the discretion of the District's
2185 rights under Article 14 Administrative Rights as set forth herein, subject to the requirements of
2186 law.

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**SSD Proposed Memorandum of Understanding
May 6th, 2016**

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**Memorandum of Understanding
between the
Special School District of St. Louis County (SSD)
and the
Special District National Education Association (SDNEA)**

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SSD and SDNEA agree to form committees during the 2016 – 2017 school year in preparation of upcoming negotiations to review the current processes regarding tuition reimbursement and transfer fairs.

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SSD agrees to implement tuition reimbursement for the 2017 – 2018 school year. In subsequent years, the District will review tuition reimbursement through the budget process to determine available funding.

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