

JOINT RESOLUTION

SDNEA

**Special School District
Board of Education**

and the

**Special District National
Education Association
(SDNEA)**

Missouri NEA

July 1, 2023 – June 30, 2026 Language

July 1, 2023 – June 20, 2024 Salary

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MISSION STATEMENT

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


In collaboration with partner districts, we provide technical education and a wide variety of individualized educational and support services, designed to ensure the students successful contribution to our community.


**ARTICLE 1
INTRODUCTION**

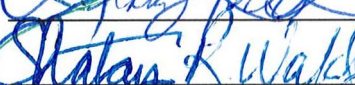
The following articles have been agreed upon between the duly designated representatives of the Board of Education of the Special School District of St. Louis County and representatives of the Special District National Education Association/Missouri NEA, the designated exclusive bargaining representatives 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 July 25, 2023 has approved by resolution the following salaries, benefits and other terms and conditions of employment for the members of said bargaining unit. Term of contract to begin on July 1, 2023.


BOARD OF EDUCATION TEAM







Stacy K. Walker, Ed.D.



Kevin Aldeot

Niki Sedoni

Patricia H. Billeau

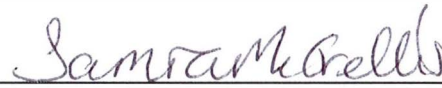
Phillip Boyd


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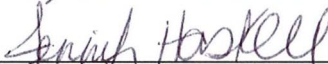
08.16.2023


Date of Signing


ASSOCIATION REPRESENTATIVES




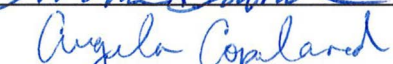





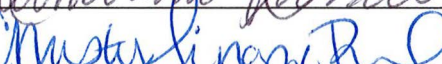












08.16.2023

Date of Signing

ARTICLE 2

RECOGNITION

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

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

2.3 The bargaining unit to which this Resolution applies to, c o n s i s t s o f all Teacher level staff, acting in a non-supervisory capacity. A full list of covered staff can be found in Appendix A.

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

2.5 The term "Teacher" shall refer to unit members who are regularly employed as professional level staff (including but not limited to classroom teachers, diagnosticians, nurses, social workers, and therapists) who are paid on the "Teacher Salary Schedule", and all student services providers and related service staff (as defined in Appendix A). Related service staff are defined as 12-month Board Certified Behavior Analyst, Assistant Behavior Analyst, and Provisional License Behavior Analyst.

2.6 The term "District" shall refer to the Special School District of St. Louis County.

2.7 The term "Association" shall refer to Special District National Education Association (SDNEA).

2.8 The term "Board" shall refer to the Board of Education of the Special School District of St. Louis County.

2.9 The term "Superintendent" shall refer to the Superintendent of Schools of the Special School District of St. Louis County.

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

ARTICLE 3

STATUS OF THE RESOLUTION

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

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

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

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

ARTICLE 4 CONFORMITY TO LAW

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

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

ARTICLE 5

RIGHTS OF THE ASSOCIATION

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

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

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

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

5.4 On or before October 15th of each year the District will provide the Association with the names, addresses, job positions, phone numbers, and work locations of all Employees. The District will also provide an updated list of Employees with names, addresses, job position, phone numbers, and work locations by February 15th.

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

5.6 The District and Association agree on an annual basis to set a date in the second semester to provide SDNEA data such as SDNEA salary and expenditures and provide the opportunity for members of the Association as selected by SDNEA to discuss this data with appropriate District leadership as determined by the District.

5.7 Association Leave

5.7.1 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 their designee to the Chief People and Culture Officer 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.

5.7.2 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 Chief People and Culture Officer. 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.

5.7.3 The President of SDNEA will be released from their 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 they would in full time employment. They 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.

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

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

5.9 The Association will have representation on approved District-wide committees. The Association and the Chief People and Culture Officer will discuss the list of approved committees and Association representation on said committees. The District will make the final determination regarding the appropriateness of committees requiring Association representation. The District-approved number of committee representatives for the Association will be selected by the Association President.

ARTICLE 6 PAYROLL DEDUCTIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 7

RIGHTS TO REPRESENTATION & DUE PROCESS

7.1 Rights to Representation

Employees have the right to have an association representative present When meeting with a school district administrator where the employee may face discipline or when a meeting could lead to any action or memorandums associated with the employee's discipline; including but not limited to meetings involving an employee's transfer, being placed on a Professional Improvement Plan (PIP), administrative leave, suspension, or termination.

Except in cases where the immediate Safety and Security of students and staff is at risk, in all meetings dealing with any items or memorandums associated with the employee's discipline, transfer, being placed on a PIP, suspension, or termination, the employee shall receive written communication at least two (2) contract days in advance with the nature/purpose of the meeting and who will be in attendance.

Except in cases where the immediate safety and security of students and staff is at risk, two (2) contracted days, if requested, will be given to arrange for a representative. When a request for Association representation is made, no action shall be taken with respect to the Employee until the representative of the Association is present, provided such representation is timely. The District's decision regarding disciplinary action will be provided in writing to the Employee.

7.2 Due Process Procedure

7.2.1 Employees will be afforded due process. Whenever an Employee is required to appear before an administrator, supervisor, the Board of Education or any members thereof, concerning disciplinary action (suspension, with or without pay; administrative leave, and termination), they will be given prior written notice of the meeting together with the purpose of the meeting and the invited participants. The Employee will have the opportunity to respond to the circumstances relating to the disciplinary action.

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

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

7.2.4 If an Employee believes that unsubstantiated, frivolous, malicious and/or vexatious complaints are included in a supervisor's file they may make a written request to the Chief People and Culture Officer to review their claim and remove said information. The People and Culture Officer will notify the Employee of their findings.

7.2.5 Only a complaint/concern brought to the attention of the Employee may be used as the basis of disciplinary action. Employees are to be made aware of complaints/concerns within five (5) days of the supervising administrator's knowledge of the complaint/concern. Anonymous complaints/concerns will not result in disciplinary action unless an Employee is afforded due process. The supervising administrator will allow an Employee to have Association representation at a meeting to discuss a complaint/concern, tier two (2) or tier three (3) staff interventions are indicated in the chart below.

7.2.6 It is in the best interest of all parties to resolve complaints/concerns in a timely manner.

7.2.7 If the complaint/concern is determined by the supervising administrator to be invalid, no action will be taken against the Employee.

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

7.3 Employees who are required to provide a written statement for investigatory purposes will be provided a copy at the time of submission. In cases when Employees request to receive their written statement after submission, a copy will be provided within five (5) workdays of the request.

7.3.1 Employee discipline shall be fair and exercised for just cause. Except in cases of severe violation of District Policy, serious or severe misconduct and/or illegal behavior under state or federal law, progressive discipline will be applied by the District.

7.3.2 Progressive discipline shall include but not be limited to; an informal discussion, formal discussions with written documentation, and then subject to further disciplinary action pending the outcome of an investigation.

7.3.3 All disciplinary action taken against an Employee shall be in accordance with federal and state law. The District shall follow the requirements of just cause and due process. If an Employee is placed on leave pending the outcome of an investigation, such Employee shall continue to receive pay and benefits until the Board renders its decision.

7.3.4 An employee may request Association representation if directed to complete a written statement as part of a fact gathering process. An employee may request a delay of up to twenty-four (24) hours to submit a written statement if the employee is experiencing an emotional crisis related to the situation or event requiring fact gathering.

7.3.5 Employees must be made aware of complaint(s)/concern(s) within five (5) working days of an administrator’s knowledge of the complaint(s)/concern(s) may be used as the basis of disciplinary action. Anonymous complaints/concerns will not be used as the basis for disciplinary action.

7.3.6 Any complaint/concern/material mutually determined by the District and the Employee to be inappropriate or invalid shall be removed from the Employee’s personnel file.

<p>Tier 1 Universal support for all Teachers</p>	<p>Clarifying expectations, informal conversations, feedback through observations and Teacher growth plan</p>	<p>Purpose: Opportunity to provide clarity and feedback to improve performance</p>
<p>Tier 2 Target supports for Teacher who may need additional supports</p>	<p>Conversation with a memo; supplemental feedback form</p>	<p>Purpose: To provide written documentation for reference and invite the Teacher to problem solve what support they may need to improve performance; both processes bring awareness to the situation that needs to improve.</p>
<p>Tier 3 Intentional supports for a Teacher who required more systematic support</p>	<p>Improvement Feedback form with a Performance Improvement Plan</p>	<p>Purpose: Provides a systematic plan for support to help a Teacher meet expectations. It is completed with Teacher input and very specific steps and timelines for completion. Meetings will be scheduled to monitor progress and make adjustments as needed to the plan.</p>

ARTICLE 8 PERSONNEL RECORDS

8.1 It is the intent of the Board to maintain complete and current personnel files for all Employees. There shall be one personnel file for the District, which shall be maintained in the Office of Employee Success and Engagement. The personnel file may be an electronic file. This file will be considered confidential information and will only be available to authorized administrative personnel and to the Employee. Upon request to and in the presence of the appropriate administrative official, any Employee will have the right, during regular working hours, to inspect their own personnel file with the exception of the confidential section. The confidential section includes but is not limited to: pre-employment records and information obtained during personnel investigations.

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

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

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

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

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

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

8.7 Unless the document states otherwise, when an Employee is requested to sign material placed in their personnel file, such signature shall be understood to indicate their awareness of the material. A copy of the document shall be provided to the Employee bearing the signature of the Employee and the originator of the document.

ARTICLE 9 EMPLOYEE EVALUATION

9.1 All evaluations will be performed on the approved Special School District Performance Based Teacher Evaluation process. The Employee's evaluation shall be based on their work position and upon the performance criteria set forth in the District's Educator Evaluation System (EES). The EES guidelines will be available on the District's intranet and available in the Office of Employee Success and Engagement. Bound copies of the Joint Resolution will be allocated to SDNEA to distribute to each building/worksite.

9.2 A standing EES Committee will review the instrument annually and make recommendations for consideration by the Superintendent or designee. The Association shall have representation on the committee. The Association President will choose Association representatives for the committee. The District may choose other committee members. The District and Association President will discuss committee membership.

9.3 The Superintendent or designee may choose to modify the EES process as they deem appropriate. It is understood that the Superintendent or designee will solicit feedback from the EES Committee and that the Association may make recommendations regarding the EES to the Superintendent or designee.

9.4 An Employee may appeal their annual evaluation as noted in the appeal process below when the Employee believes that the procedures outlined in the evaluation process have not been followed, or if the Employee feels that information presented is not factual.

9.4.1 The appeal must be submitted to the supervising administrator and respective Director/Executive Director in writing within seven (7) working days after receipt of the evaluation documentation. In the written appeal, the Employee must provide the reason(s) and explanation of the information supporting the appeal. Upon receipt of the written appeal, the supervising administrator and the Director/Executive Director shall meet with the Employee to review the Employee's appeal within seven (7) work days. The Director/Executive Director will provide a response in writing within seven (7) work days from the date of the appeal meeting. If the Employee is not satisfied with the response, the Employee may contact the appropriate Chief in writing for review. Upon receipt of the Employee's written appeal, the Chief will provide a written response to the Employee within seven (7) work days.

9.5 The Employee will be afforded Association representation, when requested, for matters of concern regarding the EES appeal process.

9.6 The evaluation of an Employee's performance shall not be affected by the Employee's acceptance or rejection of any extra-duty opportunity.

9.7 Employees will have access to copies of all EES documents housed within the District's online performance evaluation system, which could be utilized to support the evaluation of their performance.

9.8 Unless special circumstances exist, documented classroom observations will not take place until after ten (10) working days from the start of the school year.

9.9 Employees newly hired to the District will receive EES-related training through the District's induction Academy program.

9.10 Employees receive EES Newsblasts via email several times throughout the school year. These Newsblasts include EES tips and tricks, reminders about timelines, and information about process or system updates.

9.11 The District will conduct annual EES-related professional learning for administrators.

9.12 Within ten (10) working days of a scheduled observation, supervising administrators will provide feedback to the Employee in an Observation Form.

9.13 Supervising administrators will follow and apply a variety of tiered improvement tools provided by the Office of Employee Success and Engagement and shared with all staff during back to school orientation(s). If there is a deficiency observed by a supervising administrator, the supervising administrator will notify the Employee within ten (10) working days. At that time, a meeting will be scheduled where the Employee and supervising administrator will review and discuss the Supplemental Feedback Form or the Improvement Feedback Form. If an Improvement Feedback Form is issued, a second meeting will be scheduled within ten (10) days to collaboratively develop a Performance Improvement Plan (PIP). The PIP will contain frameworks, benchmarks, and timelines that will be collaboratively developed. Both the Employee and supervising administrator are encouraged to discuss any necessary supports for the successful completion of the plan.

9.14 If an Employee is recommended to have more than two (2) Performance Improvement Plans the supervising administrator must receive prior approval from the Chief People and Culture Officer or their designee.

ARTICLE 10

GRIEVANCE PROCEDURE

10.1 Definitions

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

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

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

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

10.2 Grievance Guidelines

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

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

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

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

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

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

10.3 Grievance Process

10.3.1 **INFORMAL STEP** - The parties of interest acknowledge that it is most desirable for an Employee and his immediately involved administrative supervisor to resolve problems through free and informal communications. Within seven (7) working days of the dissemination of verbal and/or written communication about an act or condition, which is the basis for a possible grievance, the Employee shall request to meet with the immediately involved administrative supervisor. When requested by the Employee, a representative of the Association may be present to assist in this resolution.

10.3.2 **STEP I** – If the grievant is not satisfied with the disposition of Informal Process, then the grievant may, within seven (7) working days, submit the grievance in writing to the administrative supervisor, with a copy to the Chief People and Culture Officer and Superintendent. The administrative supervisor will arrange for a meeting to take place within seven (7) working days after receipt of the written grievance. Upon conclusion of the hearing, the administrative supervisor will have seven (7) working days to provide the grievant with their written decision, including the reasons for the decision.

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

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

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

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

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

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

10.3.9 No reprisals of any kind will be taken by the Board or the District against any Employee because of their participation in this grievance procedure.

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

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

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

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

ARTICLE 11

STAFF PROTECTION

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

11.2 The District complies with all workers compensation laws. Once an Employee is injured, under the workers compensation statute, there is a three (3) day “waiting period” that is not covered under workers compensation. However, the District elects to pay for the date of injury as well as the first three (3) work days following the date of injury (the waiting period) at Regular Pay, if it is an accepted injury. This assumes the District cannot accommodate any light duty restrictions.

If an Employee is absent from work for fourteen (14) or more days from an authorized workers compensation injury, Workers Compensation will pay the Employee for the waiting period. Therefore, upon returning to work, the District will deduct what workers compensation paid for the waiting period from the Employee’s pay. An Employee is not allowed to use Paid Time Off (PTO) to cover or offset workers compensation absences. If an Employee is authorized to return to work by workers compensation, but chooses not to return, then they may use PTO if the absence is medically related.

11.3 Any Employee who sustains damage to personal property as a result of student physical action while performing official District responsibilities may apply for reimbursement for the damage. Any Employee who believes that they have sustained damage to personal property due to a student physical action shall submit a report of the incident to their supervisor. The supervisor will investigate each reported incident and make a recommendation to the Superintendent. The Superintendent shall make the final determination of whether the damage is reimbursable. Any Employee who incurs damage to personal property, physical injury, or a threat as a result of a student’s action while performing District responsibilities may file a police report. The Employee should notify their supervisor if a police report is going to be made that involves District services and/or operations.

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

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

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

11.7 In order to keep Employees safe, the District will establish measures, procedures, and policies that Employees will be expected to adhere to in order to ensure the safety of Employees and students. A safety committee is to be established to address procedures and safety concerns, which will include a broad representation from SSD school sites and Partner Districts.

11.8 SSD Supervisors working in Partner Districts are to be trained on Incident Command Structure.

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) partner 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 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) hour 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 their supervisor. The supervisor will resolve the situation within ten (10) working days.

12.2.2 All Employees shall be provided a minimum of two hundred fifty (250) minutes of preparation time during the instructional week. The instructional week is defined as the student start and end time. An Employee's preparation time shall be used for performance of professional duties exclusive of direct pupil instruction or evaluation. This includes but is not limited to lesson planning, communication with colleagues, completing required paperwork such as IEPs, and communication with families. Plan time will be teacher directed. Each supervisor shall monitor staff schedules to ensure a minimum of a thirty-five (35) contiguous minute period per workday for each Employee. Alternative scheduling formats may necessitate the scheduling of preparation time on alternative days and a minimum average of two hundred fifty (250) minutes per week over a two (2) week period of time. Employees whose schedules do not allow for the minimum of preparation time per week should notify their supervisor. The supervisor will resolve the discrepancy within ten (10) work days. If plan time is used for student supervision see 15.4.

12.2.3 Employees who are assigned to more than one (1) school building or who travel to perform their assigned duties shall be provided reasonable travel time as well as appropriate time to set up and clean-up in addition to their lunch, and preparation periods.

12.2.4 District Employees may be assigned duties during the workday, which are consistent to the duties assigned to the partner district classroom Teachers. Duties are usually defined as non-instructional supervisory activities, such as: lunch duty, hall duty, recess duty, bus duty, etc. If an Employee is assigned duties they believe to be inequitable, the Employee may ask for a meeting with their supervisor to resolve the problem in a timely manner. The supervisor will provide a response within ten (10) working days. Supervisor should ensure that duties should not interfere with special education requirements.

12.2.5 District Employees who are assigned as the Special Education Contact/Department Chair/Lead Teacher in schools will require additional preparation time. The supervisor will determine the amount of additional preparation time, if any, is required.

12.2.6 Employees who are transferred to another building after the school year has begun may, per administrator-level discretion, be provided reasonable release time to transition to the new assignment. In the event that an Employee does not feel they are receiving reasonable release time, the Employee will reach out to their supervisor for discussion and resolution.

12.2.7 Related service providers that are required to perform diagnostic responsibilities, within their job description to formally evaluate (initial/reevaluations), diagnose, and write evaluation reports, should have a minimum of 90 minutes a week of diagnostic time at the elementary level (Pre-K through 5th) and 60 minutes per week of diagnostic time at the secondary level (6th-12th). Employees whose schedules do not allow for the minimum diagnostic time per week should notify their supervisor. In the event that the related service provider requires additional time for diagnostics, the related service provider will reach out to their supervisor for discussion and resolution. The workload review form can be used to facilitate a discussion with supervisor and Employee (refer to Appendix A). After meeting, the supervisor will provide a resolution within five (5) working days

12.2.8 In order to comply with eligibility requirements, Speech Language Pathologist will be allotted a minimum of one hundred and fifty (150) minutes of Response to Intervention (RTI) minutes.

12.3 Hours of Work outside the School Workday

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

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

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

12.3.4 An aggregate amount of time not to exceed twenty (20) hours per school year may be utilized by the District for mandatory SSD/ partner district meetings, trainings, and school-

related activities that occur outside of the Employee's seven and one-half (7.5) hours work day. The twenty (20) hours is a maximum limit, not a required amount of time allocated for meetings, trainings, and school-related activities during a school year. For clarification of what is included in the twenty (20) hours see section 12.3.5. The Employee will document time spent in meetings, trainings, and school-related activities. The Employee's immediate supervisor and partner district building administrator will coordinate scheduling of Employee attendance at partner district and Special School District meetings, trainings, and activities. The supervisor and partner district building administrator will evaluate the relevancy of said meetings, trainings, and activities. Staff input may be considered when the supervisor and partner district building administrator consider relevancy. The District may use part of the twenty (20) hours to complete District business. When an Employee anticipates that their total hours may exceed twenty (20) the Employee will notify their direct supervisor in writing. The supervisor will investigate the written claim and determine a solution.

12.3.5 If District Employees working in partner districts are required to attend partner district staff and training meetings which partner district staff is required to attend, 12.3.4 applies. If partner district staff receives compensation for these in-service meetings, Special School District Employees will be equally compensated. The immediate supervisor will provide prior approval for any such in-service. Any in-service meeting for which an Employee is compensated will not count towards the twenty (20) hours of aggregate meeting/activity time. Professional responsibilities such as but not limited to: IEP and diagnostic conferences, student staffings, parent teacher conferences and open houses that occur outside of the normal seven and one-half (7.5) hours workday do not count as part of the twenty (20) hours designation.

However, activities such as but not limited to staff meetings and/or committee meetings would count towards the cumulative twenty (20) hours. If an SSD staff member is frequently expected to attend partner district staffings for students not receiving SSD services or other meetings not listed above that are mandated by district administration, then that staff member should communicate their concerns with their direct supervisor to address the situation. If there is a disagreement regarding what is and is not professional responsibility or if IEP meetings are mandated to take place outside of the contractual work day, regardless of family need, then the Employee will submit an appeal to their supervisor's administrator. Directors/Executive Directors -and supervisors will develop an attendance solution for Employees who are required to attend more than four (4) parent teacher conferences/open houses in one (1) school year. If an Employee is assigned to multiple buildings, they will consult with their supervisor regarding expectations. If an Employee is not satisfied with the proposed solution, they may appeal said decision to the appropriate Director/Executive Director. If an Employee has received a comp day for parent teacher conferences and/or open houses, those days do not apply as part of the twenty (20) hours designated. In the event that general education partner district staff are provided early release prior to the end of their designated workday, SSD staff will follow that directive as long as they meet the contractually obligated total of one hundred and ninety (190) workdays.

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

12.4 Work Environments

12.4.1 The District and Association believe physical space is an essential component of the work environment to ensure students receive the programming, confidential provision of services and resources they are entitled to. The District in collaboration with its partners will ensure to the greatest extent possible that all staff have equitable access to adequate space to fulfill their job responsibilities. This includes but is not limited to:

- Classroom space to provide instruction, programming, and services
- Classroom, office, clinic, or meeting room space to provide services, therapies or fulfill other responsibilities
- Storage space for materials, supplies, assessment materials, as well as confidential information and documentation
- Access to sufficient space to conduct confidential evaluations or therapies as needed
- Office, desk, or workspace to complete required tasks and responsibilities
- Access to infrastructure resources necessary for programming and services including but not limited to access to outlets, internet, sinks, restrooms, lighting, technology, etc. when required

12.4.2 Yearly Start Up Funds: Every Teacher level staff shall be allotted an equal amount to request Start-Up materials for the year. Teacher level staff may request additional materials based on need. The annual established amount will be communicated by April 15th of each year. Start Up requests shall be turned in at end of year check out. The Start Up funds will be dependent upon the District's fiscal availability. First year Teachers will be provided a separate Start Up fund.

12.4.3 Employees who feel that the physical condition of their work environment in an SSD school building is not safe should notify their supervisor in writing. Upon learning of the safety concern, the supervisor will investigate the concerns within two (2) working days and then explore solutions and communicate the next steps. Urgent safety issues impacting the health and welfare of students and/or staff will be addressed within immediately.

12.4.4 An Employee assigned to a work location that is not an SSD building should notify the administrator in charge of said building and their direct SSD supervisor of any safety concerns in writing. Upon learning of the safety concern, the supervisor will investigate the concern within two (2) working days, explore solutions and communicate the next steps. If the issue is not resolved by the building administrator, the supervisor will notify their Director/Executive Director regarding the situation. The Director/Executive Director will contact appropriate partner district personnel to correct the situation and communicate the information to the Employee. Urgent safety issues impacting the health and welfare of students and/or staff will be addressed immediately by their direct SSD supervisor.

12.4.5 Employees who feel their personal safety is in jeopardy and the matter has not been addressed by their supervisor should contact the Office of Employee Success and Engagement immediately.

12.4.6 An Employee assigned to a new worksite will be made aware of the procedures and protocol information for that respective worksite by their supervisor within five (5) working days of the Employee's start date at the new worksite. This would include but is not limited to relevant reporting procedures, safety, and security information as well as protocols. This information will also be communicated to staff at the start of each school year.

12.5 Required Specialized Training

12.5.1 The District recognizes that some students require goals, objectives, adaptations, modifications, equipment, transports and/or instructional/behavioral techniques that require specialized training. When such services are needed to implement the IEP, the Employee shall be provided with the necessary specialized training per student needs within five (5) school days of student assignment to staff.

ARTICLE 13

SCHOOL CALENDAR/HOLIDAYS

13.1 The District Chief People and Culture Officer will chair a calendar committee inclusive of District administrators and a minimum of two (2) SDNEA representatives to develop a tentative school calendar which will be submitted to the Board for approval. The Special School District school calendar shall be distributed yearly to all Employees.

13.2 The school calendar of one hundred and ninety (190) days, four (4) of which are paid holidays, and a minimum of two (2) of which are designated as independent classroom work/prep days, 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. Employees assigned to work in school buildings owned and/or operated by other St. Louis County School Districts will follow the calendar adopted by the Board of said district except as noted in 13.3.

13.3 Partner District Calendars

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

There may be cases when the Missouri Department of Elementary and Secondary Education (DESE) has intervened with a partner district and as a result, that partner district has mandated extra work days beyond the required one hundred and ninety (190) day calendar. Examples of such situations include when a partner district is in danger of becoming or is unaccredited. In these situations, the District will consult with Representatives of the Association to reach a mutually agreed upon resolution regarding the extra work days. 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.

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

13.3.3 The Partner District Director will notify their staff of any differences between the partner district calendar and the SSD calendar. If the Partner District calendar is over one hundred and ninety (190) days, the Teacher will be paid at their per diem rate. Teacher will be notified of calendar difference no later than 6 weeks before Teachers are to report to work, if possible.

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

13.5 Teacher workdays as scheduled in the Special School District and/or a partner district calendar may be used for participation in workshops, in-service, instructional support activities such as planning, preparing instructional materials, formulating I.E.P.s, evaluations of students' progress records, etc. Supervisory personnel in collaboration with the staff will determine the specific use of these days. In general, no more than half of a Teacher workday will be used for staff development/meetings.

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

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

13.8 Holidays

13.8.1 The following shall be scheduled paid and non-paid holidays for Employees:

Labor Day (Non-paid)
Thanksgiving Day (Paid)
Day after Thanksgiving Day (Non-Paid)
December 24 (Non-Paid)
December 25 (Paid)
December 31 (Non-Paid)
January 1 (Non-Paid)
Martin Luther King Day (Paid)
Presidents Day (Paid)
Memorial Day (Non-Paid)
Independence Day (Non-Paid)
Juneteenth (Non-Paid, unless part of the Employees' summer assignment)

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

13.8.3 Twelve (12) month Related Service staff will be granted the following paid holidays:

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
December 24, and 25th
Business days between Dec. 25th and December 31st
New Year's Eve
New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Juneteenth
One discretionary day

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

ARTICLE 14

ADMINISTRATIVE RIGHTS

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

14.1.1 The Association recognizes that the District retains the sole and exclusive right and authority to manage the business of the 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 District had prior to the signing of this Joint Resolution are retained by the District and that with the exception of specific provisions of this Joint Resolution the District shall have unrestricted right to manage its affairs. This Joint Resolution constitutes the full and complete commitments of the 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 District made by the Superintendent with respect to any of the above matters shall not be further reviewable by the grievance procedure.

ARTICLE 15

WORKLOAD STANDARDS

15.1 An Employee may request a workload review with their supervisor. The supervisor will schedule a workload review meeting with the Employee within ten (10) workdays (see Appendix A).

15.2 Operational Definition of Workload

Workload is determined by the following factors:

- Student Caseload
- Teaching prep/Instructional responsibilities
- Committees/District initiatives/professional responsibilities
- Discipline paperwork
- Supervisory duties
- Compliance related activities
- Diagnostics/Data
- Timelines/Deadlines
- Travel time
- Continuum of service/min
- Behavior Intervention Plan
- RTI/MTSS service and involvement
- Consultative minutes
- Medicaid billing
- Time to program technology
- Lead Teacher/Department Chair/Sped Contact
- Partner District Expectations

15.2.1 The supervisor will review all factors. A written documentation of the review will be provided to the Employee within ten (10) work days inclusive of additional resources/supports or a plan to implement that may be required. If the Employee is not satisfied with the result they may appeal through the Chain of Communication; Coordinator, Director/Principal, Executive Director, Chief.

15.2.2 A social worker may request a review of their caseload when the total number of students on their caseload exceeds thirty-five (35). When a review is requested, the Social Work Effective Practice Specialist will utilize the Caseload Review Form and the social worker's caseload information to analyze the social worker's caseload. The SW EPS will share their caseload analysis with the social worker's supervisor. The supervisor will determine if any adjustments to the social worker's caseload will be made.

15.2.3 Employees may request release time to complete required caseload duties at their worksite. Release time requires prior supervisor approval every effort should be made to provide release time. Approved release time that meets the qualifications of Article 15.5.3 will not be subject to disciplinary action or be noted as deficient. An Employee may appeal a denial of release time to their director. The director will review the request and issue a decision. the Employee is not satisfied with the decision, they may appeal through the Chain of Communication.

15.3 Support Personnel

15.3.1 The District recognizes that the teacher aides/assistants to teacher ratio is an important component of a quality education program. The District shall strive to provide where needed. In cases where an Employee believes the level of support or support personnel provided is not adequate to the proper operation of the program, the Employee shall provide the reason(s) in writing to their immediate supervisor with a copy to the Director/Executive Director. Upon receipt of the Employee's reasons, the supervisor and Director/Executive Director shall meet to review the Employee's concern within seven (7) workdays. The Director/Executive Director will provide a response in writing within seven (7) workdays from the date of the meeting. If the Employee is not satisfied with the response, the Employee may contact the appropriate Chief in writing for review. Upon receipt of the Employee's written concerns, the Chief will provide a written response to the Employee within seven (7) workdays.

15.4 Substitute Coverage

15.4.1 To maintain educational service and safety for students, the District shall attempt to provide substitutes for absent Teachers in accordance with District guidelines. Except in cases of emergency (safety of students and staff and/or to maintain District operations), Teacher level staff will not be responsible for assuming another's caseload. If a Teachers assumes responsibility for the workload of an absent Teacher where no substitute has been provided, the Teacher will notify the supervisor. The District will reimburse the Teacher for prep periods and lunch hours worked, in addition the Teacher will be paid for assuming instructional responsibilities for an absent Teacher's scheduled caseload (entire or partial) during a given period/hour/time block at the rate of thirty six (\$36.00) dollars per hour. The Teacher will submit a timecard to the supervisor to document time worked. After submission and processing, extra duty hours worked will be reimbursed according to the District's payroll calendar.

15.5 IEP & Evaluation Case Management Responsibilities

15.5.1 When Teacher level staff are assigned additional responsibilities, they may be asked, in writing, by their immediate supervisor to assume additional responsibilities beyond the normal workday (e.g., IEP development and evaluation related paperwork). Employees will be reimbursed at a rate of thirty-six (\$36.00) dollars per hour. The Employee will submit a timecard to the supervisor monthly. An Employee may decline the District's offer for additional caseload responsibilities if it is not an emergency situation that could impact the safety of students.

15.5.2 When Medicaid paperwork cannot be completed during the work day, the Employee will be paid at the District rate of thirty six (\$36.00) dollars per hour to complete paperwork responsibilities outside the work day. Changes in the financial condition of the District that affect the pay rate will result in both parties bargaining the issue.

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

Screening/Evaluation Times

<u>Procedures</u>	<u>Maximum Times</u>
Speech Screen & Write-Up	2 hours
Speech, OT, PT Evaluation (eval, report, and conference)	8 hours
Language Evaluation (test, write-up, conference)	12 hours
Language Screening	2 hours
Intake and or Re-evaluation (test, write-up, conference)	20 hours
IEP (Preparation/Scheduling, Conference, Writing)	10 hours
ECSE Transition IEP	6 hours
FBA/FA	3 hours
Transfer Process (School Psychologist)	2 hour

15.6 A caseload calculation formula will be utilized to establish equitable caseload. (See Memo of Understanding in Appendices)

ARTICLE 16

SALARIES STIPENDS AND LICENSURE REIMBURSEMENT

16.1 Salaries for Employees subject to this Resolution during the term of this Resolution are attached hereto and by this reference incorporated herein. Salaries for part-time Employees are prorated based on the Employee's FTE (full time equivalent). (See Appendix A.)

16.2 Increment steps shall take effect each year during the term of this Resolution.

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

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

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

16.5 The salary schedule for full-time Employees provides compensation for employment on one hundred ninety (190) days during the course of the school year. Full-Time Employees who work more than the required number of contract days shall be compensated at the daily rate of their annual salary divided by the annual number of contracted days for each additional day worked.

16.6 Employees shall be placed on the District's Teacher Salary Schedule on the basis of employment experience and educational preparation. The District will only utilize employment experience listed on the District-approved application to determine salary schedule placement. If an Employee underrepresented employment experience on their application during their initial hire, they may submit additional employment verification information within sixty (60) calendar days from their Board approved hire date to the Office of Employee Success and Engagement for consideration. The Office of Employee Success and Engagement will determine if the information provided will result in a change to the Employee's salary schedule placement. Any change in salary schedule placement will be prospective from the Board of Education's approval of the new salary. New Employees with six (6) years or less credited experience shall be placed one step up on the salary schedule for each year of comparable full-time employment or other professional/vocational experience. The District at its discretion will grant a minimum of seven (7) and a maximum of twelve (12) years of credited experience for Employees with seven (7) or more years of credited experience. Related but not comparable experience shall be credited at the rate of one (1) year for each two (2) years of such experience. Step placement for CTE and Nurses will be based on market analysis.

16.7 Employees shall be placed on the channel of the salary schedule appropriate to their educational preparation and degree(s)/vocational certificate(s) held. Degrees/semester credits must have been earned at a regionally accredited college or university as verified by the Council for Higher Education Accreditation (CHEA), vocational training institution or through District offered college

courses and approved by the Office of Employee Success and Engagement. Some examples of regionally accredited colleges or universities may include: The University of Missouri system, University of Phoenix, Western Governors University, etc. Please reference the CHEA website for regional accreditation verification. The Office of Employee Success and Engagement may place CTE Certified staff up to Channel 3 to commensurate with current labor market rate and related experience will be credited at a rate of one year for each year of related experience up to fifteen years.

Degrees/college credits for salary schedule placement or salary adjustment must be within the scope of the position which you are assigned, or to meet qualifications for other currently authorized District positions, including promotional, administrative and/or supervisory positions. Registered Nurses (RN) with an Associate's Degree or a diploma will be placed on channel3, Registered Nurses with a BSN will be placed on channel 4 and Registered Nurses with an MSN will be placed on channel 5 of the salary schedule. All Registered nurses will be placed on a minimum of step ten (10)

16.7.1 Employees enrolling in a degree program or course, which begins after August 1, 2004, must obtain Office of Employee Success and Engagement approval of courses toward salary adjustment/ advancement. Any grievance arising out of a dispute over such approval shall be filed at the Step II of the grievance procedure.

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

16.7.3 Channel 1 Certified Staff
Placement on Channel 1 shall require a bachelor's degree.

CTE-certified Staff
Placement on Channel 1 shall require a Temporary Authorization Certificate (TAC).

16.7.4 Channel 2 Certified Staff
Placement on Channel 2 for certified staff shall require a bachelor's degree with fifteen (15) graduate level semester credit hours earned after degree completion.

Career and Technical Education (CTE)-certified Staff
Placement on Channel 2 for Career and Technical Education (CTE)-certified staff shall require an Initial Career Education Certificate (ICEC) or Career Continuous Educational Certificate (CCEC) with less than ten (10) semester college credit hours earned after certificate issuance. Any banked hours must be earned towards a District-approved course of study that leads towards an Associate's Degree, college level certificate or Bachelor's Degree. Undergraduate hours with prior approval from the Office of Employee Success and Engagement may be considered for CTE-certified staff.

16.7.5 Channel 3

Certified Staff
Placement on Channel 3 for certified staff shall require a Master's degree.

CTE-certified Staff
Placement on Channel 3 for CTE-certified staff shall require:

- a) Master's degree and a Temporary Authorization Certificate (TAC).
- OR

- b) An ICEC or CCEC with ten (10) semester credit hours earned after certificate issuance that meets the guidelines stipulated in 16.7.4. All banked hours must meet the guidelines stipulated in 16.7.4.

16.7.6 Channel 4

Certified Staff

Placement on Channel 4 for certified staff shall require a Master's Degree with one hundred and eighty (180) semester credit hours. Semester credits hours obtained prior to completion of a Master's Degree will be applied towards the one hundred and eighty (180) semester credit hours required for placement on Channel 4. Semester credit hours obtained after the completion of a Master's Degree must be graduate level semester credit hours in order to be applied towards the one hundred and eighty (180) semester credit hours required for placement on Channel 4. Certified staff may submit undergraduate semester credit hours obtained after the completion of a Master's Degree, within the scope of one's current position, to the Office of Employee Success and Engagement for consideration towards the one hundred and eighty (180) semester credit hours.

OR

Certified staff may be placed on Channel 4 with a Master's Degree plus fifteen (15) graduate level semester credit hours that have been earned after completion of a Master's Degree.

CTE-certified Staff

Placement on Channel 4 for CTE-certified staff shall require completion of additional twenty-five (25) semester credit hours that meet the requirements stipulated in 16.7.4. Prior approval from the Office of Employee Success and Engagement for is required to ensure courses are appropriately related to the career certificate. Undergraduate hours with prior approval from the Office of Employee Success and Engagement for may be considered for those with an ICEC or CCEC.

CTE-certified staff may be placed on Channel 4 with a Master's Degree plus fifteen (15) graduate level semester credit hours that have been earned after completion of a Master's Degree.

16.7.7 Channel 5

Certified Staff

Placement on Channel 5 for certified staff shall require:

- a.) Fifteen (15) additional graduate level semester credit hours after completion of a Master's degree with one hundred and eighty (180) semester credit hours as defined in 16.7.6 for certified staff.

OR

- b.) A Master's degree with thirty (30) graduate level semester credit hours that have been earned after completion of the Master's degree for certified staff.

OR

- c.) Specialist (EdS) Degree for certified staff.

CTE-certified Staff

Placement on Channel 5 for CTE-Certified staff shall require:

- A.) Forty (40) semester credit hours earned after ICEC certificate issuance that meet the requirements as defined in 16.7.4.

OR

B.) By meeting two (2) of the following three (3) criterion:

- Ten (10) years of full-time comparable and relevant work experience
- Master's degree
- National Board Certification

OR

C.) When CTE-certified staff are required to have a Bachelor's degree and a temporary authorization certificate (TAC) in order to instruct any existing or future Career and Technical Education (CTE) programs (which currently includes: Veterinary Assistant, Early Childhood Education, and Health Sciences) earns forty (40) graduate semester credit hours or Specialist (EdS) prior to completing the CCEC.

OR

D.) A Specialist (EdS) Degree for CTE-certified staff

16.7.8 Employees with a PHD/EdD/DNP or equivalent doctoral degree, relative to any of the positions employed by the District, from a regionally accredited college or university as defined in article 16.7 shall be provided an annual stipend of thirty-five hundred (\$3,500) dollars.

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

16.7.11 School Psychologists with Nationally Certified School Psychologist (NCSP) who maintain documentation consistent with MoHealth Requirements shall be paid an annual stipend equal to the PhD/EdD/DNP doctoral degree stipend. MoHealth requirements for School currently include Random Moment Samples and NPI number.

16.7.12 Board Certified Behavior Analysts who maintain documentation consistent with MoHealth Requirements shall be paid an annual stipend equal to the PhD/EdD/DNP doctoral degree stipend.

16.7.13 When a School Psychologist serves as an intern supervisor, they will receive an annual stipend of twenty-five hundred (\$2,500) dollars.

16.7.14 Float nurses and lead nurses will receive a ten thousand (\$10,000) dollar annual stipend, effective in the 2024-2025 school year.

16.7.15 Employees that supervise up to two (2) LMSW to LCSW will receive two thousand (\$2,000) dollars and an additional one thousand (\$1,000) dollars if a third LMSW is supervised.

16.7.16 A one-time stipend of up to one hundred and twenty (\$120) dollars will be provided for the BACB required eight (8) hour supervision training.

16.7.17 BCBA's may supervise up to three (3) approved candidates/interns. When a BCBA supervises a BCBA candidate/intern they will receive up to two thousand five hundred

(\$2,500) dollars for the first two (2) approved candidates/interns and up to one thousand two hundred and fifty (\$1,250) dollars for each additional approved candidate/intern, based on hours completed.

16.8 Employees who qualify for a higher channel placement will be required to complete and submit the appropriate pre-approval form to the Office of Employee Success and Engagement. If approved for salary advancement, Employees' individual contracts shall be 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.

The following semester credit hours will not be accepted towards salary advancement:

- Described as Professional Development/Conferences/Workshops
- Credit for prior learning
- College Level Examination Program (CLEP) or similar assessment-based credit

Semester credit hours that result in a grade of pass/fail or credit earned will not be considered for salary advancement.

Employees will only be allowed to move a maximum of two (2) salary channels per school year. All other hours will be banked to the next school year.

Note: The submission of the appropriate college transcripts to the Office of Employee Success and Engagement within the above stated timelines is the responsibility of the Employee.

16.9 Workshop (a professional learning event sponsored or endorsed by the department of teaching, learning and accountability, or workshop requested by the supervisor) leaders shall be compensated at the following rates per workshop as follows:

Two hundred (\$200) dollars each (2 hours or more workshop) Regardless of the number of presenters.

If the workshop is one (1) hour, the rate will be one half ($\frac{1}{2}$) of the workshop rate. Employees may only be compensated for workshops that are conducted outside of the normal workday. Employees may not utilize flex time for a workshop that they have been compensated for.

16.9.1 In the event a supervisor requests the Employee to present a workshop during the work day that staff member can request needed release time for preparation or workshop presenters may be compensated according to article 15.5.3

16.10 The District's grievance process must be used to dispute any District decision relating to step and channel placement. If a change is made to an Employee's step and channel 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.

16.11 Licensure Reimbursement: Licensed Employees will be compensated to costs associated with maintaining licensure according to the chart located in Appendix B

ARTICLE 17

TRANSPORTATION REIMBURSEMENT

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

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

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

17.4 Reimbursement will be based upon the Board approved rate.

17.5 The Employee's immediate supervisor will monitor mileage reimbursement. All requests for mileage reimbursement should be submitted to the Employee's immediate supervisor within the Designated timelines.

ARTICLE 18

TRAVEL

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

ARTICLE 19 EXTRA DUTY

19.1 Extended School Year Program (ESY)/Summer Programs

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

19.1.2 ESY/Summer Program assignments will be made based on the following sequential order:

1. certification type
2. Employee training / experience
(Qualified Teachers who do not have documented performance concerns and who have appropriately applied for ESY/Summer Program employment will be given preference to teach their current classroom assignment if it is available).
3. district seniority

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

19.1.4 Summer school Employees will be compensated at an hourly rate of thirty-six dollars (\$36.00) per hour. Salary earned during summer employment will be paid on the fifteenth (15th) day and the last day of each month.

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

19.1.5 ESY/Summer Program Teacher -level staff will be provided up to twelve (12) hours total for work completed prior to and the conclusion of ESY/Summer Program. Teacher-level staff will be given 45 minutes daily for plan time to be taken before and after the instructional day.

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

19.2.1 The District will recruit and interview District Employees for SNAP and homebound positions.

19.2.2 SNAP and Homebound Employees will be compensated at an hourly rate of thirty-six (\$36.00) dollars per hour.

19.3 Extra Duty Contracts

19.3.1 On an annual basis the District will review the duties and stipend amount for extra duty contracts with input from the Association other than those listed in 19.3.2 & 19.3.3.

19.3.2 Professional school counselors will be provided an extra duty contract that will compensate at the daily rate of their annual salary divided by the annual number of contracted days for each additional day worked. The number of days will be based upon school, program, or District need. For counselors who serve multiple buildings or programs, those administrators will work together to determine the number of days needed.

19.3.3 Nurses will be provided an extra duty contract that will compensate at the daily rate of their annual salary divided by the annual number of contracted days for each additional day worked. The number of days will be based upon school, program, or District need. For Nurses who serve multiple buildings or programs, those administrators will work together to determine the number of days needed.

19.3.4 Board certified behavior analyst (BCBA), Assistant Behavior Analyst and Provisional License Behavior Analyst that are under the 10-month contract will be provided extra duty contracts that will compensate at the daily rate of their annual salary divided by the annual number of contracted days for each additional workday. The district will require five (5) days for staff to perform but not limited to the following duties: preparation for Registered Behavior Technician (RBT), building, area, and districtwide training and materials, consultation with families/Teachers /related service providers, and creation of datasheets, templates, therapy logs and behavior plans.

19.4 After School Activities

Employees who participate in after school activities, including after school tutoring, field trips beyond the regular school day, which are sponsored by SSD will be paid thirty-six (\$36.00) dollars an hour. All after school activity hours must be pre-approved by the Board through the District's miscellaneous pay process, unless unforeseen circumstances happen such as late buses or the need for unscheduled student supervision occurs.

19.5 Professional Development Compensation

Employees who attend professional development sessions outside of their contract hours will be compensated at the following rates:

- \$150 for full day attendance (more than four hours)
- \$75 for half day attendance (one to four hours)

All professional development compensation must be pre-approved by the Board through the District's miscellaneous pay process.

19.6 Teacher Mentors

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

19.7 Crisis Team

- Employees serving as a member of the Crisis Team in an SSD school building shall be compensated at the rate of \$750 per quarter, for a total of \$3,000 per school year.

ARTICLE 20 RESIGNATIONS

Letters of resignation will be submitted to the Superintendent. In most cases resignations become effective at the end of the school year in which they are submitted.

20.1 Tenured Teachers

Any tenured Teacher who desires to terminate their contract at the end of a school year shall give written notice of their intention to do so and the reasons therefore not later than June 1 of the year in which the school year ends.

20.2 Resignations of non-tenured Teacher -level staff who are under contract for the current school year or the next school year require a release by the Board as stipulated by state law and will be considered on a case by case basis. In certain situations, the availability of a replacement may affect the Board's decision to release the Employee from their contract. If a Teacher is not released from contract, the Teacher will be expected to fulfill their contractual obligations for the contract year. Should a Teacher fail to honor the contractual obligations, appropriate action by the Board will be taken, which may include filing charges with the Missouri State Board of Education for revocation of the Teacher's certificate.

ARTICLE 21

CREDIT COURSES AND TUITION REIMBURSEMENT

21.1 Credit Courses

21.1.1 Advancement on the District salary channel schedule may be made by working towards a degree/certification program at an accredited college, university or training institution that is approved by the Office of Employee Success and Engagement for. The degree/certification program must be appropriate for staff's professional assignment or to meet qualifications for other currently authorized District positions, including promotional, administrative and/or supervisory positions.

21.1.2 The Office of Employee Success and Engagement for will automatically process a salary revision for applicable staff that obtain an additional degree or credit hours that meet the criteria of the Joint Resolution if an Employee will be eligible for a retroactive adjustment to the beginning of the contractual year. Transcripts received after October 1 will be processed for a revision effective the beginning of the following school year.

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

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

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

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

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

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

21.2.6 The District will publish the current state of funding by July 1st of each year in the Employee intranet.

21.2.7 The District will accept reimbursement requests until January 15th yearly. Staff applying after available funds are approved will be waitlisted and approved if costs for prior requests drop below the maximum approved rate.

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

21.3.1 Enroll in a graduate or post-graduate course for degree advancement or certification renewal that has been pre-approved by the Office of Employee Success and Engagement for. Undergraduate hours, Continuing Education Units and/or Community College coursework may be considered.

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

21.3.3 Be employed full-time.

21.3.4 Complete the necessary form(s) prior to beginning your course(s) or workshop(s) and return it to the Office of Employee Success and Engagement. Only submit a form for course(s) and workshop(s) that you will be taking during the upcoming semester.

21.3.5 To receive tuition reimbursement, staff must submit an official transcript or grade report and receipt for the course(s) or CEU workshop(s) to the Office of Employee Success and Engagement. Staff will receive payment in October, February and/or June if all of the qualifications set forth in the Joint Resolution have been satisfied.

21.4 Employees who meet the requirements and anticipate receiving reimbursement must submit an application to the Office of Employee Success and Engagement. The Office of Employee Success and Engagement makes the final determination regarding reimbursements. If approval is denied, the Employee shall receive in writing the reason for the denial.

21.5 Applications must be received in the Office of Employee Success and Engagement as soon as possible following completion of coursework. Reimbursement checks will be issued to Employees in October and March. No payment will be made to those Employees who are no longer employed by the District at the time of reimbursement.

ARTICLE 22

INSURANCE AND FRINGE BENEFITS

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

22.2 The Board shall pay the Employee costs of the insurance premiums for individual coverage for Board-specified Group Health/Medical Insurance, Group Vision Insurance and Group Family Dental Insurance. New Employees and their eligible dependents shall have benefits coverage starting the first day of employment. This is their first day worked. The Board shall pay the employer costs of the insurance premiums for Board specified Group Long Term Disability Insurance.

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

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

22.5 The Board shall offer an IRS Section 125 Plan for qualified medical, and dependent care expenses.

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

ARTICLE 23

PAID TIME OFF (PTO)

23.1 At the beginning of each work year, Employees under a ten (10) month contract who are not currently on a non-paid leave of absence (excluding non-paid medical leaves) shall be credited with an advanced paid time off (PTO) allowance of thirteen (13) days with full pay. Employees that begin the school year on a non-paid leave of absence will be credited with their PTO bank upon return to work. These days may be used as needed by the Employee. An Employee may utilize a maximum of five (5) consecutive PTO days in one occurrence. For planned PTO occurrences, the Employee will inform their supervising administrator, accordingly, submit a time off request in the District's time and attendance system, and if applicable, secure appropriate substitute coverage for their planned absence. Partial FTE (Full Time Equivalent) Employees' PTO will be pro-rated based on the percentage of time for which they are employed. Twelve (12) month Related Service staff will be granted fifteen (15) days of PTO leave annually.

23.2 General Provisions

23.2.1 Employee's unused PTO allowance accumulates from year to year. Employees shall not be paid PTO days upon resignation, non-renewal, or termination from employment. Upon death or retirement from the District, Employees may be credited with their accumulated paid time off (PTO) as specified below.

23.2.2 An Employee who is absent sixty (60) workdays or less will return to the same position. An Employee who is absent more than sixty (60) workdays may be placed in the same, equivalent, or other position for which they are qualified.

23.2.3 Employees can view their PTO balance via the District's time and attendance system. Employees are expected to monitor the PTO hours noted in the District's time and attendance system. Any suspected discrepancy relating to PTO must be reported to the Payroll Department within thirty (30) days of the pay period when the discrepancy occurred.

23.2.4 Upon death or retirement from the District, up to one hundred and ninety (190) days of an Employee's accumulated PTO will be credited at a total cost to the District of one hundred and fifty (\$150) dollars per day. If possible, the District will make a lump sum payment for eligible PTO days on or before June 30 of each year for eligible retirees.

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

23.2.6 Except in cases of emergency, prior approval of the Employee's supervising administrator shall be required in cases where the Employee's requested PTO falls on the first and last day of student attendance and the day before or after a holiday or break. In such instances a statement of the reason(s) for the PTO will be required. If no denial is received within five (5) days, the PTO request will be considered approved.

23.2.7 A request for planned PTO may be denied when, such PTO would unduly disrupt the delivery of educational services.

23.3 Communication and Submittal of PTO Requests

The District and the Association recognize that Employee requirements regarding the communication of an absence may be different based on assignment and/or location. An Employee must communicate an absence as directed by their immediate supervising administrator. Using the established procedure, Employees must contact their immediate supervising administrator regarding their absence no later than one (1) hour prior to the beginning of the work day. In cases where this is not possible, the absence should be reported to their supervising administrator as soon as possible. Employees will be required to submit a time off request utilizing the District's time and attendance system. When applicable, the Employee will make every effort to secure appropriate substitute coverage for their absence.

23.4 Physician's Statement/Medical Release for consecutive PTO use in excess of five (5) days.

23.4.1 Employees who are sick and as a result exceed five (5) consecutive PTO days per occurrence may be required to provide a physician's statement/medical release indicating inability to work on the PTO days utilized due to illness unless the absence is covered by the District's Family and Medical Leave Act (FMLA) Policy. This physician's statement/medical release detailing the reason for exceeding five (5) consecutive PTO days due to illness must be provided to the Office of Employee Success and Engagement upon the Employee's return to work.

23.4.2 In the event that an Employee takes any PTO directly following a planned and approved occurrence of five (5) consecutive PTO days, the Employee may be required to provide a physician's statement/medical release validating the Employee's inability to work on the day(s) directly following the planned and approved five (5) consecutive days of PTO.

23.5 PTO Usage during Family Medical Leave Act (FMLA) and District Medical Leave

23.5.1 Employees who have a serious health condition as defined by the District's Family and Medical Leave Act (FMLA) Policy, are required to provide an FMLA Certification of Healthcare Form from their medical provider indicating an inability to work and indicating the return to work date. The FMLA Certification of Healthcare Form is to be received in the Human Resource Department as required by federal law.

23.5.2 The District shall apply all accrued PTO to an FMLA absence to the extent allowed by law and Board Policy. If an Employee exhausts FMLA leave, they may apply for a District medical leave, which requires written medical documentation to validate the Employee's inability to return to work. An Employee may continue to utilize accrued PTO while on an approved District medical leave. Details regarding District medical leave can be found in Article 24.

23.6 Return to Work from a FMLA or District Medical Leave

A physician's statement/medical release is required to return to work after being on FMLA or District medical leave and must be submitted to the Office of Employee Success and engagement either prior to or on the day of return.

23.6.1 If the medical release restricts the essential duties performed by the Employee in their job position as specified in the job description, action will be taken on a case-by- case basis and in accordance with the Americans with Disabilities Act (ADA).

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

23.7 Abuse of PTO

23.7.1 The District reserves the right to require a physician's statement when there is an historical pattern or direct evidence of excessive absenteeism. The District also reserves the right to require an Employee to be examined by a Board-approved physician at the District's expense in such circumstances.

23.8 Perfect Attendance Bonus

Employees will have the opportunity to receive two hundred and fifty dollars (\$250) for each entire quarter of perfect attendance. Perfect attendance is defined as not having any absences or unexcused time during an entire, quarter which means no use of PTO days or non-paid absences. The first entire quarter of the school year will be from the beginning of the school year through October 31, the second entire quarter of the year will be designated from November 1 through January 15, the third entire quarter of the school year will be from January 16 through March 15, and the fourth entire quarter of the school year will be from March 16 through the end of the school year. The perfect attendance bonus, for each quarter will be paid one month following the end of the quarter. An Employee will not receive the perfect attendance bonus in the event they separate from the District prior to the end of the current school year. Use of bereavement leave, Jury Duty leave, leave for Court Subpoena, Crime Victim leave, Critical Leave, vacation and/or Election leave will not be counted as an interruption of perfect attendance. Employees that have perfect attendance all four quarters will receive an additional \$500 perfect attendance bonus for the year which will be paid on the last pay roll of the school year.

Employees working in the year-round courts programs will receive their perfect attendance bonus in accordance with the language above. However, the dates will be adjusted to the quarters of attendance established by the St. Louis County Courts.

23.9 Twelve (12) month Related Service staff will earn paid vacation at the rate of 1 2/3 days per month, or twenty (20) days per fiscal year, July 1 through June 30 as stipulated in Board Policy (GCBDA/GCBDA-R Professional Staff Short-Term Leaves)

23.10 Paid Time Off (PTO) Bank

The purpose of the Paid Time Off Bank is to allow Employees to donate their accrued but unused paid time off (PTO) to fellow Employees who are experiencing a serious health condition and need time off but have exhausted their own PTO and any other available paid leave. This provides a way for Employees to support one another during difficult times. This is a voluntary program. No Employee is required or obligated to donate any PTO.

To donate PTO or to submit a request to receive PTO from the PTO Bank, follow the procedure and guidelines established in Board Policy GBBDF.

ARTICLE 24

NON-PAID ABSENCES

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

24.2 General Provisions

24.2.1 A full-time Employee who is eligible may request to receive up to thirty (30) work days of non-paid absence in a twelve (12) month rolling period. Full-time Employees are eligible to utilize non-paid leave of absence after one (1) calendar year of employment with the District.

For a non-paid leave of absence request to be considered, an Employee must submit the appropriate application to the Office of Employee Success and Engagement. Except in cases of emergency, the required application form should be submitted at least one (1) month prior to the start date of the non-paid leave request.

By mutual agreement between the Employee and the District, the Employee may return to work earlier than originally approved. The request must be submitted in writing to the Office of Employee Success and Engagement.

24.2.2 An Employee who is absent sixty (60) work days or less will return to the same position. An Employee absent more than sixty (60) work days may be placed in the same, equivalent, or other positions for which they are qualified. Should there be a reduction in force during the period of the Employee's non-paid absence, the Employee shall be subject to the reduction in force procedure stated in Article 29 of this Resolution.

24.2.3 An Employee returning to work following a non-paid leave of absence shall be granted step movement on the salary schedule for the following school year if the Employee was paid for one-half (1/2) or more of the contracted days in the school year in which the non-paid leave of absence was granted.

24.2.4 Failure to return at the end of an approved non-paid leave shall result as a voluntary resignation recommendation to the Board of Education.

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

24.2.6 All Employees shall have the right to request up to three (3) days of excused non-paid absence per school year. Said leave may not be taken in conjunction with PTO. Requests for an excused non-paid absence must be approved by the supervising administrator and requested in the District's time and attendance system. Except in cases of emergency, five (5) days advance notice to the supervising administrator is required.

24.3 District Medical Leave

24.3.1 For Employees who have exhausted Family and Medical Leave Act (FMLA) leave or if they are not eligible for FMLA, they may apply for a District Medical Leave. District Medical Leave cannot be used intermittently.

Employees cannot exceed more than a total of ninety (90) days of District Medical Leave in a rolling two (2) year period. For a District Medical Leave request to be considered, an Employee must submit the appropriate application and corresponding medical documentation to the Office of Employee Success and Engagement.

24.3.2 The District shall provide Employee-only health benefits coverage at no cost to the Employee through the duration of an Employee's approved District Medical Leave. Employees will not receive holiday pay during a District Medical Leave. Insurance plan guidelines will dictate eligibility and duration of life insurance coverage during a District Medical Leave.

24.3.3 An Employee must submit a physician's statement/medical release to the Office of Employee Success and Engagement defined in 29 CFR 825.125 prior to or on the day of return from FMLA leave or District Medical Leave.

24.3.4 If the medical release restricts the essential duties performed by the Employee in their job position as specified in the job description, action will be taken on a case- by-case basis and in accordance with the Americans with Disabilities Act (ADA).

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

24.3.6 An Employee on District Medical Leave may be eligible for the District's Long Term Disability benefit.

24.4 Child-Rearing/Bonding Leave

24.4.1 Employees have the option of requesting additional leave specifically for the purpose of child-rearing/bonding if all FMLA leave is exhausted. This non-paid child- rearing/bonding leave must be seamless with the birth or adoption of the child, which means it must directly follow FMLA leave for the birth or adoption of the child.

To be eligible for non-paid child-rearing/bonding leave, an Employee must have completed one (1) full year of employment with the District and be a full-time Employee.

24.4.2 For a child-rearing/bonding leave request to be considered, an Employee must submit a written request to the Office of Employee Success and Engagement. Beginning and ending dates of the absence shall be included in the written request. Except in the case of an emergency, the written request shall be submitted to the Office of Employee Success and Engagement at least four (4) weeks prior to the start date of the child-rearing/bonding leave.

24.4.3 Child-rearing/bonding leave will be limited to a maximum of ninety (90) calendar days

24.4.4 By mutual agreement between the Employee and the District, the Employee may return to work earlier than originally approved. The request must be submitted in writing to the Human Resource Department.

24.4.5 An Employee who is absent sixty (60) workdays or less will return to the same position. An Employee who is absent more than sixty (60) workdays may be placed in the same, equivalent, or other position for which they are qualified.

24.4.6 Employees may be responsible for monthly benefit contributions while on an approved child-rearing/bonding leave, in accordance with any applicable law(s). The District will continue benefits coverage for Employees in accordance with provisions of Family and Medical Leave Act (FMLA) leave, the duration of which could vary based upon unused balance of leave to which the Employee is entitled under FMLA.

24.4.7 On return to active employment, the Employee shall be credited with previously accrued PTO time. PTO time for the current year will be prorated if the Employee does not return to work at the beginning of the year.

24.5 Education Leave:

24.5.1 To be eligible for education leave, an Employee must have completed one (1) full year with the District and be a full-time Employee.

24.5.2 For an education leave request to be considered, an Employee must submit a written request to the Office of Employee Success and Engagement. Beginning and ending dates of the absence shall be included in the written request.

24.5.3 Education leave will be limited to a maximum of one hundred and twenty (120) calendar days throughout the entirety of an Employee's employment with the District.

24.5.4 By mutual agreement between the Employee and the District, the Employee may return to work earlier than originally approved. The request shall be submitted in writing to the Human Resource Department.

24.5.5 Employees may be responsible for monthly benefit contributions while on an approved education leave, in accordance with any applicable law(s).

24.5.6 On return to active employment, the Employee shall be credited with previously accrued PTO leave. PTO time for the current year will be prorated if the Employee's return to work is after the start of the work year.

Other Reasons at the Discretion of the Board of Education

24.5.7 The Employee may deliver to the Human Resource Department a written request for a leave, with an explanation, which may be for a reason other than already stated in this Resolution. Beginning and ending dates of the absence shall be included in the written request. Except in the case of an emergency, the written request shall be submitted to the Office of Employee Success and Engagement at least four (4) weeks prior to the start date of the leave. The Board of Education will consider such request on an individual case-by case basis.

ARTICLE 25 OTHER LEAVE PROVISIONS

25.1 Bereavement

If a death occurs in an Employee's family, Employees may take up to five (5) days off with pay to attend the funeral or make funeral arrangements. The district may require verification of the need for the leave.

The Board defines "family member" to include spouse, partner, child, parent, sibling, grandparent, grandchild, aunt, uncle, cousin, guardian, stepchildren, stepparent, stepsibling, niece, nephew, and in-law to those listed. Bereavement will also be available for Employees that experience a miscarriage.

After the exhaustion of the five (5) days of bereavement leave, the Employee may use PTO leave.

Part-time Employee's bereavement leave will be paid on a prorated basis. An Employee may submit a written appeal request for bereavement leave to the Chief People and Culture Officer for relationships not listed above.

25.2 Jury Duty/Legal Leave

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

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

25.3 Military Leave

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

25.3.2 Before any payment of salary is made covering the period of the leave, the Employee shall file with the District, an official order from the appropriate authority as evidence of such duty. This order shall contain the certification by the Employee's commanding officer of performance of duty in accordance with the terms of such order. Extended leave may also be granted, without pay, for service in the Armed Forces of the United States.

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

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

Military leave shall not:

- Cause loss of previously accumulated PTO;
- Cause loss of permanent Teacher status;
- Constitute a break in consecutive years of employment for purpose of obtaining permanent Teacher status; time spent on military leave shall not count toward tenure.

25.4 Sabbatical Leave

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

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

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

25.4.4 The Employee agrees to enter into written agreement with the Board providing that immediately following sabbatical leave they 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, they 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 Sabbatical Leave

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 PTO 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.
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.

25.5 Critical Leave

25.5.1 Critical Leave is absence with pay that is taken separately from PTO. Up to five (5) days annually may be used for Critical Leave. Unused days cannot be rolled over or accumulated for future use. FMLA qualifying absences will run concurrently with FMLA allotments.

25.5.2 Critical Leave may be used for circumstances connected to one or more of the following reasons:

1. Catastrophic loss of property/home as a result of natural disaster, such as a tornado, fire, flood or other significant property damage.
2. Critical illness or injury of the Employee that requires emergency medical treatment through extended hospitalization beyond three days.
3. Critical illness or injury of a qualified family member (whose relationships are consistent with those mentioned in Article 25.1) that requires emergency medical treatment through extended hospitalization beyond three days.

25.5.3 Critical leave due to illness or injury of a qualified family member means an illness or injury is present in which the attending physician considers sufficiently serious to require the staff member's presence at the bedside or requires the Employee to remain in the vicinity of the hospital.

25.5.4 Employees applying for Critical Leave must submit appropriate documentation and file a request, with the Chief People and Culture Officer or their designee. If the Employee is the subject of the critical illness and is unable to file the request, a qualifying family relation as consistent with those mentioned in 25.1 can submit the request on their behalf within thirty (30) days of the incident.

25.5.5 Nothing contained herein shall be construed as precluding the Employee from using accrued paid leave for additional days needed as long as the Employee is eligible for such leave.

25.5.6 An Employee may submit a written appeal request for Critical Leave to the Chief People and Culture Officer or their designee for relationships not listed in 25.1.

25.6 Paid Parental Leave

25.6.1 Beginning July 1, 2023, a child that is born, adopted, or fostered on or after this date, the employee will be able to apply for Paid Parental Leave. This shall also be applicable to an Employee that becomes a court appointed legal guardian of a minor child on or after July 1, 2023.

25.6.2 The district shall provide forty (40) days of paid consecutive leave not charged against the employee's PTO. After the forty (40) days of paid consecutive leave provided by the district, has been exhausted, the employee will then use any PTO, vacation, or unpaid leave to fulfill the FMLA maximum of twelve (12) weeks if the need to continue leave exists.

25.6.3 If both parents are employees, the district shall provide forty (40) combined paid leave days. The District will allow the Employees to utilize this leave at the same time or separate, in any combination of days but shall not exceed forty (40) total days, per FMLA guidelines.

25.6.4 Health insurance benefits will continue to be provided during the paid parental leave under this policy at the same rate as in effect before the leave was taken regardless of the length of service, provided the employee has at least one full year of service.

25.6.5 Employees who are ineligible for FMLA leave may take up to six (6) weeks of leave for birth, adoption, or foster care of a child and will be charged any combination of accrued PTO, vacation, or unpaid leave. Employees must provide medical certification.

25.6.6 Pregnant employees who need more than six (6) weeks of non-FMLA leave for a pregnancy related incapacity must provide certification of the medical necessity for such leave.

25.6.7 This section creates no rights extending beyond the contracted period of employment. FMLA certification and recertification procedures apply to FMLA-eligible employees. An employee must notify the district of the need for and anticipated duration of the leave at least thirty (30) days before leave is to begin, if foreseeable. If thirty (30) days' notice is not practicable, the employee must give as much notice as possible, usually within two (2) business days. In most cases, it should be practicable to provide notice of the need for leave either the same day as the need for leave becomes known, or the next business day. A pregnant employee shall continue in the performance of their duties if it does not impair their ability to perform their duties, based on medical opinion.

25.7 For a full list of Board approved leave options, see GCBDA – Professional Staff Short Term Leaves and GCBDB – Professional Staff Long-Term Leaves and Absences.

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 lottery in the presence of an Association representative.

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.

27.4 All newly hired Teachers will be provided a “Teacher Mentor” to support them with the detailed special education processes and the related paperwork management for one year.

ARTICLE 28

ASSIGNMENTS AND TRANSFERS

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

28.2 Annual Assigned Positions

The immediate supervising administrator will assign a certified Teacher and a related service provider to positions based upon student and District need. Whenever possible, a change in building assignment and/or teaching duties within the current building assignment for the following school year will be communicated as soon as possible or no later than April 1 of the current academic year.

28.3 Voluntary Transfer

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

28.3.2 Employees on leave of absence may participate in the transfer process if they meet the voluntary transfer criteria, see 28.3.7

28.3.3 Voluntary transfers include movement by the Employee through the transfer event process to an equivalent vacant position. For example, Teacher to Teacher; social worker to social worker.

28.3.4 Part-time Employees wishing to transfer to full-time positions must submit an application through the District's online application system.

28.3.5 All transfers granted during the transfer process will occur at the onset of the following school year.

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

28.3.7 Employees are eligible to transfer according to the following guidelines:

1. Employee's required certification/licensure
2. No documented performance concerns in the District's Employee Evaluation System that are being addressed by the Office of Employee Success and Engagement

28.3.8 All candidates who submitted applications will be notified in writing or e-mail regarding the final status of their transfer request by the Office of Employee Success and Engagement.

28.4 In the interest of supporting existing employees, whenever possible, the district will prioritize internal candidates for fulfilling vacancies prior to considering external candidates.

28.4.1 All vacancies (resignations, retirements, terminations, Board-approved non-renewals, new Board-approved positions, and vacancies created by probationary teachers who do not return their contracts, staffing additions via changes in student needs) will be posted internally. Specialized positions will be simultaneously posted both internally and externally. Internal qualified candidates will be given exclusive preferential consideration for a period of (5) days before considering external candidates.

Employees are not required to obtain a reference from the current supervisor in order to be considered.

28.4.2

- Internal Employees may apply for internal positions on or after their 1st year of equivalent employment.
- Staff with performance concerns documented, may be considered.
- If an internal candidate is identified for a mid-year vacancy, the date of transfer will be delayed until their position is filled except in cases of critical need when training and support can be coordinated.
- Except in cases of displacement or emergency opening, once a candidate accepts an offer, the employee is ineligible to accept any future offers during the period of the school year of transfer.
- Nurses who accept an offer for a mid-year vacancy may be moved prior to their position being covered when training and support can be coordinated.

28.4.3 Once a position has been offered and accepted by an internal candidate, the vacancy generated will also be posted internally for a period of 5 days. If an existing employee is offered and accepted the subsequent vacancies generated by transfer will be posted internally and externally simultaneously.

28.4.4 Positions vacated after June 1 will be posted internally and externally.

28.4.5 Postings will include details about the position (district, building (when possible), type of position, possible skills preferred). Student-specific positions are subject to change based on the location of the particular student. This is the position when hired, it may change as programming changes.

28.4.6 Upon extension of offer through the transfer event, a candidate must accept or decline within three (3) calendar days. Once an Employee accepts an offer via the transfer process they are ineligible to accept any future offers extended through the remainder of the school year.

28.4.7 An Employee may submit a written request for administrative reassignment. Said request must include the reason and be submitted to the Chief People and Culture Officer. 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 factors: Qualified volunteer(s), certification, program need, and reversed District seniority.

28.5.3 An involuntary transfer shall be made only after consultation between the Employee involved and the immediate supervising administrator, at which time the Employee shall be notified of the involuntary transfer. The reason for the involuntary transfer will be provided in writing. An Employee may request a meeting with their immediate supervising administrator 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.

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

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

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

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

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

29.9 A Teacher placed on unrequested leave of absence may engage in teaching or another occupation during period of such leave. The unrequested leave of absence shall not impair the tenure of the Teacher.

29.10 The unrequested leave of absence shall not impair the seniority of the Teacher.

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

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

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

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

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

29.16 At the time of their recall and upon their return to active employment, the Employee will be provided all benefits which Employees are entitled to at that time, the Employee's unused accumulated PTO will be restored to the Employee and the Employee will be placed on the proper step of the salary schedule in accordance with Article 16.7 for the Employee's current position, according to the Employee's experience in the District.

ARTICLE 30
DURATION

- 30.1 The term of this Resolution’s language shall be from July 1, 2023 until June 30, 2026.
- 30.2 The term of this Resolution’s salary shall be from July 1, 2023, until June 30, 2024.

ARTICLE 31 COMPLETE DISCUSSIONS

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

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

APPENDIX A

List of professional level staff covered by the SDNEA Joint Resolution:

Student Services	Teacher	Related Services
Admissions Representative	Adaptive PE	Assistant Behavior Analyst 10 & 12 month
Audiologist	Data Coach - PBIS	Board Certified Behavior Analyst 10 & 12 month
Counselor 10-month	ESOL Teacher	Provisional License Behavior Analyst 10 & 12 month
Equip. Design Fabricator	Facilitator 10-month Sp. Ed.	
Facilitator Aug. Comm. 10-month	Instructional Coach-Tchr level	
Family & Comm. Outreach Support	PBIS Teacher	
Library Media Spec. 10-month	Teacher	
Music Therapist	12-Month NEA Teacher President	
Registered Nurse		
Occupational Therapist		
Orientation Mobility		
Physical Therapist		
Psychological Examiner		
Reading Interventionist		
School Psychologist		
Social Worker		
Speech Examiner		
Speech Pathologist		
Technology Specialist		
Technology Specialist Instructor		
Vocational Assessment 10-month		

Review of Staff Workload

A Teacher level staff workload is defined as the number of students you case manage, the number of students you are a service provider for, either directly, or as a related service provider, and in the case of school psychologists, the number of students you are responsible for diagnostic data and reports. Depending upon the instructional needs of students, workload limits should be considered situational and should require differing targets.

The supervisor shall meet with the Teacher within 10 days upon submission of documented workload to follow up with staff. The supervisor will address what can be offered for temporary relief when appropriate.

Upon completion of the review of workload, supervisors will review and confer with the supervisor's supervisor for consideration of appropriate relief and resolution. The outcomes and next steps will be communicated to the requesting staff within 5 workdays. If a measure beyond temporary relief is required, the issue will be conferred with the staff and a solution outlined within 60 days.

The following items will be considered as part of the workload review:

Student caseload:

- Student caseload is defined as the number of students you have on your caseload

Teaching prep/instructional responsibilities:

- How many individual courses do you plan, support or instruct?
- What are the courses and how are they designated (Co-teaching, Modified, Essential Skills, etc.)?
- What are your grading responsibilities in the classes that you have?
- On a weekly basis, describe the differentiated instructional pieces you are required to prepare for?
- How is your plan time utilized? What activities are you completing during your plan time and what are the amounts of time allotted for the activities?
- What is your biggest challenge to completing these activities during your plan times?
- How many students in your class require significant assistance, monitoring, or follow up activities?
- Is the case manager able to alleviate your workload by offering tools and resources that would take less planning on your part?

Committees/District initiatives/professional responsibilities:

- What roles do you engage in outside of caseload and teaching responsibilities?
- What committees/district initiatives are you responsible for?
- On average, how much of your plan time or time out of the instructional workday is required to complete these activities?

Discipline paperwork outside of instructional:

- How many discipline documentation incidents have you had to create?
- How many manifestations have you completed to date?

Supervisory duties:

- How many paraprofessionals you supervise?
- Do you create paraprofessional schedules?
- What is the check in process for the paraprofessionals assigned to students on your caseload? How do they provide information/data to you?
- How many RBT paraprofessionals are you required to supervise?
- Do you create RBT paraprofessional schedules?
- What is the check in process for the RBT paraprofessional assigned to students on your caseload? How do they provide information/data to you?

Compliance related activities:

- What roles (example Homebound, ACT/SAT documentation, interactions with outside agencies) beyond the normal scope of case management are you responsible for?

Diagnostics/Data:

- How many initial IEPs have you completed to date?
- How many are anticipated in the next 30 days?
- How many diagnostic evaluations have you completed to date?
- How many are anticipated in the next 30 days?
- How many FA/FBA have you completed to date?
- How many are anticipated in the next 30 days?
- How many re-evaluations with a BCBA evaluation?
- How many are anticipated in the next 30 days?

Timelines/Deadlines:

- How many IEPs/Re-Evals have you completed this year?
- How many are anticipated in the next 30 days?
- Are there currently students who are undergoing evaluations that you have been told you will be their case manager if they qualify for services?
- How many transfer IEPs have you completed?
- How many are anticipated in the next 30 days?
- Are there students who have been added to your caseload due to a vacancy or leave of some sort?
- Looking at your current caseload, what is the most time consuming?
- How many students currently on your caseload require entry into therapy log?
- How much time a week do you spend assisting on Crisis Interventions?
- How many students currently on your caseload require Medicaid billing?

Starting point for discussion between supervisor and staff: "I think my workload could be manageable if..."

APPENDIX B
Licensure Reimbursement

Role	Frequency	Cost	Does group generate revenue?	Required
Counselor NCSC and LPC	Biannual	\$375 \$75	No	Yes
Social Worker LCSW	2 years	\$65	Yes	Yes
Social Worker LCSW Initial	1 time per Employee For initial Assessment and Licensing Fee	\$330	Yes	Yes (SSD)
Social Work LCSW supervision	1 time Training	\$240 - Training Class	Yes	Yes
SLP ASHA	Annual	\$255 Partially offset by Medicaid	Yes	
SLP (Board of healing arts)	3 years	\$55 Partially offset by Medicaid	Yes	
OT	2 years (Odd Years)	\$30 Partially offset by Medicaid	Yes	
OT	3yr NBCOT	\$65		
PT	2 years (Even Years)	\$75 Partially offset by Medicaid	Yes	
Music Therapist	Yearly	\$80 yearly License Fee	No	License yes
ABA - BCBA Certification through BACB	yearly/every two years	Initial \$470 total Ongoing \$140 BCABA \$215 BCBA \$290 BCBA-D	Yes	Yes (except those in provisional, but will be needed for full)
ABA - BCBA licensure MODPR	Every two years	Initial \$150 Ongoing \$150	Yes	Yes
NASP Membership	Yearly	\$330	Yes	No
Nurses License	2 years	\$85	Yes	Yes
Professional Teacher Certification	On 5th year	\$35	No	Yes
Registered Nurse, if they become a National Board Certified School Nurse	Once for initial Certification, then every 5 years	\$370-\$390 for initial cert, \$255 every 5 years to recertify		

APPENDIX C

Nursing Staff

Introduction to School Nurse Training/Change of Nursing Assignment:

- This training will be directed by the SSD Health Services EPS or designee and should include completion of SSD Safe Schools prior to shadowing within the orientation process. NCI training for new nurses should be scheduled by SSD nursing leadership and should occur as soon as possible upon hire (ideally within the first thirty (30) days as classes permit). Nursing administration must prioritize current nurses' NCI training to keep it current throughout the school year.
- Nursing leadership will be responsible for ensuring district nurses are offered BLS certification classes within the district during PD days or offered release time during the contracted year to attend a class. Should an SSD nurse have to find BLS certification outside of the district, a pool of vendors will be provided by the District leadership, and the nurse will be reimbursed up to sixty-five (\$65.00) dollars for the class. If the class takes place outside of contracted hours, please refer to Article 19.5.

Safe Staffing/RN Coverage

- When possible, 1:1 nurses have the ability to request to shadow another nurse before assuming care of the student assignment.
- In the event of multiple nurse absences, every effort will be made to prioritize care based on the greatest level of safety for the students: SSD clinic nurses with only one clinic nurse (South Tech, North Tech, Bridges, and VSP program), SSD clinic nurses with two (2) nurses, ECSE nurses, Float nurses, and 1:1 nurses.
- In the event of a 1:1 nurse absence, nursing leadership will notify the parent/guardian of the nurse's absence.
- When an SSD nurse has an unplanned absence, the covering nurse will refer to the sub plan. The absent nurse is not responsible to give a verbal report in these instances.
- If a student with a 1:1 nurse is absent from school, that nurse will be offered the opportunity to fill in for an absent nurse within the District, shadow another nurse, assist with clerical work or other duties aligned with the position. All efforts will be made to provide substantive assignment for the duration of the student's absence.
- If a 1:1 nurse declines to assist with a student that they are assigned to for the day due to their skill level with the student's required medical services, the nurse will be offered the opportunity to be reassigned, shadow another nurse, assist with clerical work or other duties aligned with the position. If the nurse declines the opportunities offered to them, they will need to use PTO or other district leave options to cover their time for the day.

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

The SDNEA and SSD Administration agree to the following for the 2023-24 school year:

The SSD Administration commits to holding a Workload/Caseload summit in June of 2023 in partnership with the SDNEA. Said summit will address concerns raised during the 2023 Negotiations process and will explore strategic approaches to analyzing appropriate work/caseload and craft solutions to same. Teacher-level staff designated by the SDNEA with current teaching responsibility or with current student caseloads will be part of any committee work regarding work/caseload to include planning for the summit.

Update From Caseload/Workload Summit (June 2023)

As a result of the Caseload/Workload Summit, the following plan was established:

https://docs.google.com/document/d/1yCrCzXn5A_lx6ScqEcznu6wkIEDa8E09/edit?usp=sharing&ouid=104857925072022821163&rtpof=true&sd=true

*SDNEA and SSD are in the process of building the Related Service formula to reflect the uniqueness of each position and the related services provided for the students.

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

The SDNEA and SSD Administration agree to the following for the 2023-24 school year:

The SDNEA and SSD Administration will form a compensation committee beginning in August 2023 that will address the following matters of teacher compensation:

1. Salary Schedule Revision
2. Extra pay analysis
3. Miscellaneous pay process
4. PTO buy-back and accrual

The committee will consist of up to five (5) staff designated by the SDNEA, up to two (2) representatives from the Finance Department, and up to two (2) representatives from the Office of Employee Success and Engagement. The committee will meet at least quarterly and prepare recommendations for subsequent negotiation sessions.

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

In order to facilitate the onboarding and continuing professional development needs of nursing staff, the SDNEA and SSD Administration agree to the following for the 2023-24 school year:

Nursing leadership commits to building out a support structure with the below components.

1. Skills lab (to also include training on the District's online documentation system and District paperwork such as incident reports) based on the nurse's competency with a minimum of three days of training, including passing the required competency checklist. At the end of the three days, the new nurse will have in their possession a District computer, access to the District's online documentation system (including an individual account for the system), and District phone number.
2. Following skills lab competency, the nurse will be paired with various preceptor nurses for on-the-job training/experience (a stipend of \$100/day will be given to the precepting nurse) for a minimum of two weeks. At the end of the two weeks, a final observation will be completed in person by the Health Services EPS prior to the new nurse accessing their student assignment.
3. Ventilator training which includes tracheostomy care/skills lab with scenarios via BJC for new nurses upon hire and as requested by current SSD nursing staff. When a request is made, the nurse will be put into the next available class. Priority will be given to those nurses caring for a student (i.e., 1:1 nurses with these students in their building) on a ventilator and/or with a tracheostomy.
4. All nurses working with SSD students will be assigned an available computer and access to the District's electronic documentation system. This applies to SSD nurses, agency nurses, and substitute nurses.
5. Every SSD student will be entered into the district's electronic documentation system, accessible by the SSD nurse for documentation purposes. SSD nurses will have access to student health records (electronic and paper) to ensure safety and continuity of care. Nursing leadership will make every effort so that appropriate record keeping occurs non-SSD home health nurses and agency nurses.

Teacher Level
Revised-2023-24 Salary Schedule



Step	Channel 1 BS TAC (1Year) 2 Renews	Channel 2 BS+15 ICEC less 10 hrs Or CCEC less 10 hrs	Channel 3 MA OTD/DPT w/35hrs ICEC+10 hrs or CCEC**+10 hrs Nurse w/RN*	Channel 4 MA w/180 hrs. MA + 15 hrs. OTD/DPT/with 180 hrs. CCEC + 25 hrs. or ICEC +25 hrs. Nurse w/BSN*	Channel 5 MA/180 + 15 hrs. MA + 30 hrs. OTD/DPT/180 +15 hrs. Specialist Degree ICEC+ 40 hrs. or CCEC + 40 hrs. or CCEC ***w/2 of 3 Nurse w/MSN*
1	46,247	48,204	50,831	53,045	55,878
2	47,277	49,234	52,015	54,281	57,062
3	48,462	50,470	53,328	55,697	58,298
4	49,749	51,758	54,642	57,114	59,689
5	51,037	53,071	55,955	58,530	61,105
6	52,350	54,410	57,294	59,946	62,521
7	53,663	55,749	58,633	61,337	63,989
8	54,873	57,088	60,023	62,779	65,508
9	56,187	58,427	61,414	64,272	67,053
10	57,500	59,714	62,856	65,817	68,650
11	58,762	61,105	64,298	67,362	70,298
12	60,152	62,341	65,946	68,959	71,946
13	64,684	65,375	67,465	70,607	73,697
14		68,602	70,143	73,197	76,822
15			82,379	83,471	83,585
16				84,583	86,778
17				89,222	91,510
18					100,867

190 days/1,425 contract hours

Eligible staff members will receive step movement.

Steps on the salary schedule do not represent years of service with the district.

*All Registered Nurses will be placed on a minimum of step ten (10)

** CTE placement shall be based on Article 16.7

*** CTE placement shall be based on Article 16.7.7

A one-time Longevity differential will be paid based on current consecutive years of service with SSD.

Longevity 6-10 years	Longevity 11-15 years	Longevity 16-20 years	Longevity 21+ years
\$1,500	\$2,000	\$3,000	\$4,000

Board Approved: May 23, 2023

Board Approved (Revised): June 27, 2023

Effective Date: July 1, 2023



12-Month Related Service
Revised-2023-24 Salary Schedule

Step	BS	BS+15	MA	MA+15 MA w/180 hours	MA+30 MA w/180+15 Specialist Degree
1	62,632	64,763	67,688	70,401	73,365
2	62,833	64,970	67,905	70,630	73,600
3	63,013	65,239	68,876	71,629	74,531
4	64,487	66,782	70,414	73,244	76,203
5	66,007	68,345	72,079	74,989	78,031
6	67,530	69,922	73,793	76,780	79,903
7	69,058	71,501	75,450	78,433	81,592
8	70,418	73,052	77,024	80,025	83,179
9	71,699	74,515	78,651	81,076	84,837
10	73,108	75,981	80,304	83,463	86,512
11	74,546	77,460	82,064	85,092	88,164
12	76,366	79,279	83,715	86,740	90,179
13	77,868	81,036	85,229	88,530	92,381
14		82,638	87,031	90,688	94,702
15			89,789	92,942	96,803
16				95,308	99,621
17				98,214	102,443
18					105,789

260 days/1,950 contract hours

Eligible staff members will receive step movement.

Steps on the salary schedule do not represent years of service with the district.

A one-time Longevity differential will be paid based on current consecutive years of service with SSD.

Longevity 6-10 years	Longevity 11-15 years	Longevity 16-20 years	Longevity 21+ years
\$1,500	\$2,000	\$3,000	\$4,000

Board Approved: May 23, 2023

Board Approved (Revised): June 27, 2023

Effective Date: July 1, 2023