

**Special Administrative Board  
of St. Louis Public Schools  
&  
Aft St. Louis, Local 420  
Policy Statement  
For  
Teachers,  
Secretarial/Clerical &  
Paraprofessional Employees  
2008-2011**

**SPECIAL ADMINISTRATIVE BOARD  
OF  
ST. LOUIS PUBLIC SCHOOLS  
&  
AFT ST. LOUIS, LOCAL 420  
  
POLICY STATEMENT  
  
FOR  
  
TEACHERS,  
SECRETARIAL/CLERICAL &  
PARAPROFESSIONAL  
EMPLOYEES**

**St. Louis Public Schools Policy Statement  
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## **PREAMBLE**

This policy statement has been compiled following a series of meetings and discussions held between the representatives of the Special Administrative Board (the "Board") and AFT St. Louis, Local 420 (sometimes referred to as the "Union" or "Local 420").

AFT St. Louis, Local 420, represents professional teachers and other employees who have an interest in educational excellence. The persons represented are specified within this policy statement. This interest is far beyond the scope of a policy statement governing terms and conditions of employment.

The Board and the Union recognize that the development of a quality educational program for the children of the St. Louis Public Schools District ("District") is a joint responsibility, and is of paramount importance. In entering into this policy statement, both the Board and the Union recognize that the experience, creativity and the judgment of both parties are necessary to fulfill the educational needs of the community.

To this end, the Board and the Union mutually pledge to subscribe to its terms with patience, understanding and good will.

This policy statement contains provisions relating to terms and conditions of employment and it also provides for a system of communication and consultation whereby the Superintendent of the District (or his/her designee), his staff and school principals, shall meet regularly with representatives of the Union, as provided herein, to discuss matters furthering their joint interest in educational excellence, as well as matters relating to the implementation of this policy statement.

Within the framework of its statutory authority and consistent with the law, the Board hereby declares its policy, with regard to working conditions and conditions of employment relating to employees specifically referred to in this policy statement, to be as follows:

## **Section A - Basic Provisions**

### **ARTICLE I DISCUSSION PROCEDURE**

- A. The Board or its designee(s) shall meet on request with AFT St. Louis, Local 420, through representatives of its own choosing, and shall confer on and fully discuss with intent to reach an understanding on all matters relating to wages, hours and other conditions of employment for employees. Upon the completion of the meeting(s) as provided above, any changes in the existing policy statement shall be reduced to writing and presented to the Board for approval at its next regularly scheduled meeting, whenever possible.
  
- B. Pursuant to the foregoing, any requests by the Union for change in the existing policy statement shall be submitted by April 1. The stated time lines may be waived by mutual written consent of the parties. Negotiations should commence no later than April 30 and should conclude no later than August 1, if possible. The Board or Union may submit additional requests after discussions have begun.

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### **ARTICLE II** **POLICY PRACTICE**

- A. The Board or its representatives shall take no action during the period to which this policy statement relates to reduce benefits presently provided the employees, provided there are sufficient funds to maintain such benefits.
- B. Except as otherwise noted herein, the Board shall make no changes without having given written advance notice to the Union, which would allow sufficient time for discussion thereon prior to any action by the Board, if discussion is requested by the Union. Notwithstanding the foregoing, certain provisions of this policy statement, set forth below, shall not be modified during the term of this policy statement absent mutual agreement of the parties. However, such provisions may be terminated and negotiations resumed upon a unanimous Board vote that an emergency exists relating to that provision(s). Further, in the event of legislation which affects the terms of this policy statement, the terms thereof shall be immediately suspended and subject to revocation and negotiations shall resume thereafter, as provided for above.
- C. The parties to this policy statement will communicate with each other by facsimile (fax), electronic mail (e-mail), hand-delivery, U.S. mail, or otherwise by a recognized commercial delivery service, and each such method shall constitute a written communication for purposes of this policy statement.
- D. The cost of copying this policy statement will be borne jointly by the Board and the Union.
- E. The Superintendent of the District and other administrators shall make no administrative change which would invalidate any provision contained in this policy statement.

## **Section A - Basic Provisions**

### **ARTICLE III MANAGEMENT PREROGATIVES**

It is recognized that the management of the school system and the direction of the teaching staff and all other employees are reserved exclusively to the Board, except that any actions of the Board, Superintendent, or his/her staff, under the foregoing, shall not be inconsistent with the provisions of this policy statement.

## Section A - Basic Provisions

### **ARTICLE IV** **NON-DISCRIMINATION**

- A. The District shall not discriminate on the basis of race, color, national origin, gender, age, religion, disability, veteran status or sexual orientation in admission or access to, or treatment or employment in its programs and activities, in accordance with applicable law.
- B. Any employee of the Board is entitled to participate or not participate in political activities to the same extent as citizens generally and to become a candidate for appointment or for nomination and election to public office.
- C. Participation in such political activities or attempts to obtain appointment or nomination and election to public office shall be conducted in such a manner as not to interfere with duties as an employee of the Board.

## Section A - Basic Provisions

### ARTICLE V GRIEVANCE PROCEDURE

- A. If any employee feels unfairly treated through the misapplication of any of the provisions of this policy statement, he/she may utilize the following procedure:
1. Within ten (10) working days of the occurrence that gives rise to the grievance, the employee or the Union shall meet with the principal or the immediate supervisor in an effort to resolve the grievance. If the matter is not settled within three (3) working days of the meeting, or if the principal or immediate supervisor are unable or refuses to meet within fifteen (15) working days of the occurrence, the grievance shall be reduced to writing and shall be submitted to the Associate Superintendent with the administrative authority over the principal or supervisor with a copy to the Human Resources Department.
  2. In the event the grievance is not resolved by the principal or supervisor, the employee or the Union shall submit the grievance within five (5) working days to the Associate Superintendent, with a copy to the head of the Human Resources Department. The Associate Superintendent shall schedule a meeting to discuss the grievance with the representative of the Union. The meeting will be held within fifteen (15) days of the date that the grievance was submitted in writing. In the event the grievance is not resolved at the meeting, the Education Office shall provide to the employee and the Union a written response to the grievance within five (5) working days of the meeting.
  3. In the event the grievance is not resolved and the response to the grievance from the Associate Superintendent is considered unsatisfactory by the employee, the Union in its sole discretion may demand arbitration of the grievance, in writing, within fifteen (15) days of the answer of the Associate Superintendent.
  4. In the event that the Union makes a demand for the arbitration, the Union and the District, through their respective representatives, shall attempt to select an arbitrator, but in the event that the parties are unable to mutually agree, they shall make mutual application to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators. The Union and the District shall equally share the cost of the panel.
  5. Upon receipt of the panel of arbitrators, the Union and the District shall select an arbitrator from the list by alternately striking names from the list until one name remains, and that person shall be the

## Section A - Basic Provisions

arbitrator for the grievance. If there is a dispute as to which party will strike first, the determination shall be made by lot. Neither party shall have the right to reject a panel of arbitrators.

6. The arbitrator shall have no power to add to or subtract from the terms of this policy statement.
7. If a dispute exists concerning the arbitrability of an issue referred to arbitration, the issue of arbitrability shall be the first issue before the arbitrator and no other matter will be considered by the arbitrator until the question of arbitrability is resolved. All matters of discipline and discharge that are subject to Chapter 168 of the Missouri Revised Statutes are excluded from these grievance and arbitration provisions. To the extent that, during the term of this policy statement, there is a change in the law that would permit reference of matters subject to Chapter 168 to the process set forth in this Article, the parties shall meet and confer regarding an amendment to this Article V to accomplish that purpose.
8. The decision of the arbitrator shall be final and binding on the Union, the grieving employee and the District, and shall be enforceable in the Circuit Court of the City of St. Louis.
9. Each party shall bear its/her/his own full cost of representation in the arbitration. The cost of the arbitrator will be divided equally between the parties.

### B. Other Provisions Governing the Grievance Procedure

1. Any of the time limits set forth at any of the several stages of the foregoing procedure may be extended by mutual agreement of the parties.
2. No employee will be prejudiced or discriminated against by the Board or school administration because of his/her participation in this grievance procedure. Nor shall the fact that an employee has filed or participated in a grievance be taken into account in the evaluation of such employee. The Union and employee, however, agree to utilize the procedure in good faith.
3. The Board and administration will cooperate with the parties involved in its investigation of any grievance and further will furnish the parties involved such reasonable and appropriate information as is requested for the processing of any grievance.
4. Should the investigation or processing of any grievance require that an employee or his/her representative be released from a regular assignment, he/she shall be released without loss of pay or benefits

## Section A - Basic Provisions

as long as no unreasonable interference with the school program results.

5. All communications and records dealing with the processing of a grievance will be maintained separately from the personnel file of the participant.
  6. If a grievance develops at or near the end of the school year, such that sufficient time is not available during the school term to implement fully the grievance procedure set forth herein, the parties will mutually agree on new time limits to expedite the process, as practicable. (See, e.g., ¶ 9, below.)
  7. As used in the foregoing procedure, "employee" shall mean either: (1) an individual employee or (2) a group of employees who have the same grievance.
  8. The Union shall have the right to present grievances in the manner prescribed above on behalf of the employee(s) or the organization.
  9. If in any given case the parties should mutually agree that an expedited arbitration hearing is appropriate, the hearing will be conducted in accordance with the following:
    - a. The hearing will be informal.
    - b. No briefs shall be filed or transcripts made.
    - c. There shall be no formal rules of evidence.
    - d. The hearing shall normally be completed within one (1) day.
    - e. The arbitrator shall render his/her written decision within five (5) days after conclusion of the hearing. His/her decision shall be based on the record before him/her and shall include a written explanation for the basis of his/her conclusion. However, these decisions shall not be cited as a precedent.
    - f. The arbitrator shall be selected in the same manner as provided in Section A.5 of this Article.
- C. The provisions of this Article V shall not be modified during the term of this policy statement, absent mutual agreement of the parties, or a declaration by the Board that an emergency exists, as set forth herein.

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### **ARTICLE VI** **UNION RIGHTS**

#### A. Majority Rights

1. The Board or the administration will not accord to any other organization of employees any of these rights accorded to the Union for those employees who are in the Teacher, Paraprofessional and Secretarial/Clerical units represented by the AFT St. Louis, Local 420. However, this shall not be understood to require the Board to discriminate against any employee in the exercise of payroll deduction conveniences previously accorded. Nor shall this be construed to preclude the Board from responding appropriately to others in the exercise of rights accorded to them by law.
2. The Union shall be granted the right to place relevant materials in the Board's Packet, which is provided to new employees. The Human Resources Department shall have the right to approve all material the Union wishes to place in the Packet.
3. Any complaint by a Union Officer, Area Coordinator or Building Steward of harassment in the performance of their official union duties may be processed under Section A, Article V of this policy statement.

#### B. Leave for Union Activity

1. Any employee (not more than six (6) teachers and/or four (4) non-certificated employees at a time) elected or appointed to any full-time position in the Union shall be given a leave of absence; provided, however, that any such leave shall only be given for a full semester or a full school year and not for a part of a semester. He/she shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor. The absence shall not be construed as a break in service for any purpose, except for probationary employees whose leave time cannot be counted for the purpose of achieving tenure.

Leaves granted pursuant to this section shall be with pay provided the Union reimburses the District for all salary and benefits paid to the employee in accordance with the long-standing practice of the parties.

2. Regularly appointed employees on such leave of absence shall be permitted to make their regular contributions to plans requiring such contributions, if any. They shall also be permitted to pay the contribution required or permitted by laws to be made by the

## Section A - Basic Provisions

employee to the Public School Retirement System to insure that full credit for retirement is granted for the time spent on such leave of absence.

3. Employees returning to active employment with the Board after a leave for Union activity will be assigned to their former position or a position for which they are qualified, as determined by the Board.

### C. Released Time

Released time from regular assignment will be granted to no more than five (5) employees as defined in Section B, Teachers, Article I, five (5) employees as defined in Section C, Secretarial/Clerical, Article I, four (4) employees as defined in Section D, Paraprofessional, Article I, for the purpose of participation in meetings with Board representatives.

### D. Dues Deduction

1. The Board will deduct from the pay of each employee, for whom it receives written authorization, the required amount of fees for the payment of Union dues and/or voluntary contributions. No deduction will be discontinued except upon written notification to the Board by the Union or by failure of the employee to have sufficient salary remaining after other deductions have been processed. Revocation of a dues deduction authorization shall be made only between June 1 and June 30, or as otherwise may be required by law. The Union must report to the Board no later than July 10 the names of employees who have requested discontinuation of payroll deduction during the revocation period. Deductions will be discontinued on the next pay date following receipt of the report from the Union, provided the report reaches the Board at least ten (10) days before the scheduled pay date. All deductions, accompanied by a list of persons from whom they have been deducted and the amount deducted from each and a list of persons who had authorized deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union, upon reasonable request from the Union. Any discrepancies must be reported by the Union to the Board within five (5) days of receipt of the deduction report.
2. The Union shall indemnify and defend the Board, the Superintendent and all other Board representatives and employees from any claim concerning the deduction of Union dues pursuant to this section.
3. Employees who, upon hire by the District, choose not to join the Union, shall sign a waiver and release form agreed to by the parties

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specifying that the Union shall not be required to represent the employee.

### E. Lists

1. The Board will furnish to the Union by September 30, October 30, November 30, January 30, April 30 and June 30 of each year a complete list of employees in electronic form covered by this policy statement. The list will contain the employee's name (last name first), job title, home address, certification/licenses, and seniority.
2. The Board will notify the Union after each monthly Board meeting of all newly appointed employees, as well as employees who have separated from service.
3. The school/site principal or administrator (or his/her designee) will provide the Union Steward with an up-to-date list of the bargaining unit members, upon request.

### F. Visitation by Union Representatives

1. Two Union representatives will be allowed access to any school or work location for consultation with an employee or employees before or after school or the work day, or during the lunch period, so long as such visit does not conflict or interfere with other school or job activities.
2. A list of all such accredited representatives shall be furnished by the Union to the Superintendent's office by October 15 and kept current by the Union. Such Union representative(s), on any visit, shall report their presence to the school principal or other head of a location, directly, upon entry into the school or on location premises. Upon request of an employee(s) at a given school or location or the Union, the principal or other head of a location will allow additional representatives (such that the total does not exceed more than two (2) in number) access to the school or location, after school or working hours, for consultation. Such access shall be subject to the consent of the principal or other head of a location, which consent shall not be unreasonably withheld.

### G. Posting and Distribution of Union Literature on Bulletin Boards and in School Mailboxes

1. All Union literature and notices distributed under this section shall be authorized by officially designated representatives of the Union.

## Section A - Basic Provisions

2. The Union shall be provided adequate bulletin board space in a place readily accessible to and normally frequented by all employees for the posting of the following:
  - a. Meeting notices and information concerning the internal functioning of the Union. Courtesy copies of such notices and information shall be given to the principal or other head of a location.
  - b. All other Union literature may state views opposing Board and administration policies so long as it remains in good professional taste. Such literature shall not suggest, urge or propose action by employees in contravention of any Board or administrative order or directive, violation of this policy statement or interruption of normal employee duties. Courtesy copies of all such literature will be presented to the principal or head of a location before posting. In the event he/she questions whether the material will contravene any of the foregoing, the principal or head of a location will immediately refer the question to the Human Resources Department, who shall pass on the question within one (1) working day.
3. The Union shall have the right to place literature and notices in the mailboxes of employees, provided such material is not in violation of any of the provisions set forth in this section. Communications from other organizations which do not purport to represent the employees referred to in this policy statement may also be placed in the employees' mailboxes, subject to such rules as may be prescribed by the Board. Courtesy copies of all such material shall be presented to the principal or head of a location before being placed in mailboxes and any questions relative thereto shall be resolved in the same manner as described above in this section.

### H. Administrative Notices, Bulletins, etc.

A copy of any central office, Superintendent (or his/her designee), Associate Superintendent, or other head of a location notice, directive or posting relating to working conditions of employees generally, or to any group of employees shall be sent to the president of the Union simultaneously. Copies of all communications sent by the Union to employees generally shall be sent to the Human Resources Department simultaneously.

### I. Labor/Management Meetings

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The Superintendent shall, upon request of the Union, meet with representatives of the Union at least once a month during the school calendar year at a mutually agreeable time to discuss matters of educational policy and matters relating to the effective implementation of Board policies and this policy statement as they may affect employees covered by this policy statement.

### J. Teacher/Employee Advisory Committee (TEAC)

1. The principal of each school and a Teacher/Employee Advisory Committee shall meet once a month during the school year, at an agreed upon time which would not interfere with classroom activity, to discuss ideas which may facilitate the accomplishment of the school's mission.

Such a committee of not more than seven (7) shall be selected by the faculty of the school and shall include the building representative. Such committee shall include employees from the bargaining units: no more than four (4) will be selected from the certificated bargaining unit, and no more than two (2) will be selected from the non-certificated bargaining units, plus the building representative(s).

2. Where schools have two (2) or more administrative units under one principal, the faculty of each unit shall select at least one committee member representing the unit.
3. Any meetings of said committee shall be strictly advisory in nature and shall in no way diminish the authority or responsibility of the principal to administer the affairs of the school.
4. Work locations other than schools shall have an advisory committee functioning in the same manner as the TEAC but shall be composed of a maximum of three (3) bargaining unit members working at that location and elected by the staff of that location.
5. When an issue affecting the overall accomplishment of a work site's mission remains unresolved for more than thirty (30) days by the Teacher/Employee Advisory Committee and the principal or immediate supervisor, it may be referred to the appropriate Associate Superintendent for review.

### K. Information and Statistics

Copies of any information, statistics, scattergrams and records which are relevant to discussions between the Board and the Union on wages and working conditions or necessary for the implementation of the terms of this policy statement shall be made available by either party upon the request

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of the other. This provision shall not apply to any confidential or privileged material.

### L. Voluntary Contributions

1. Local 420 shall submit to the Payroll Department of the St. Louis Public School System signed Local 420 Political Action Committee/COPE payroll deduction authorization cards.
2. These voluntary "PAC/COPE" deduction authorization cards shall specify an amount to be deducted from the participating employee's biweekly pay. The deductions shall be made from biweekly paychecks with the exception of escrow account checks.
3. Increase, decrease or revocation of an authorization shall be made only between June 1 and June 30, unless otherwise required by law.
4. The voluntary contributions shall be remitted in a separate check to Local 420 after each pay period, along with Local 420 dues.
5. Each time the voluntary contributions are remitted to Local 420, they shall be accompanied by a printout of the contributing Local 420 members and the amount of their individual contributions.

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### ARTICLE VII EMPLOYEE PROTECTION & SAFETY

#### A. Injury/Illness in the Line of Duty

1. Employees suffering personal injuries or occupational diseases arising out of and in the course of their employment shall be accorded those rights and benefits as are provided under the Missouri Workers' Compensation Act and the Board's regulations regarding assaults.
2. Any employee who is absent because of any injury compensable under the Workers' Compensation Act will receive statutory compensation according to the provisions of the Act.
3. All employees are required to promptly report injuries to their immediate supervisor or other designated representative (e.g., within 24 hours) so the injury can be investigated and, if need be, appropriate medical care can be authorized. Should the injured employee's medical condition preclude the prompt reporting of the injury, the injured employee is to report the injury to their immediate supervisor (or, as necessary, their supervisor's supervisor) as soon as their medical condition will enable them to do so. The supervisor is required, as possible, to submit the report of the injury within 24 hours of all known or reported injuries regardless of whether the employee was able to do so. Employees are also required to cooperate with any designated representative of the District in the investigation of the injury.
4. The District will comply with the provisions of the Missouri Workers' Compensation Act (Chapter 287, R.S. Mo.). If any rule or policy adopted by the District is found to be contrary to the Workers' Compensation Act, the District will adhere to the interpretation of the statute by the court(s) in the appropriate legal jurisdiction.

#### B. Assault Injury

1. Any employee who is absent because of an assault injury (defined below) which is compensable under the Workers' Compensation Act, will receive statutory compensation according to law. In addition to any such payment, an employee absent from work because of an assault injury which is compensable under the Missouri Workers' Compensation Act will be entitled to a separate, additional payment from the Board in an amount equal to 75% of the difference between the employee's regular compensation (net of legally required deductions) and the payment received pursuant to the Missouri Workers' Compensation Act.

## Section A - Basic Provisions

2. For the purposes of this section, “assault injury” means a physical injury caused without the employee’s consent and arising out of or as a result of an assault involving any student, parent or employee of the St. Louis Public Schools, while the employee is on duty.
3. Any employee who believes that he/she is on injury leave due to an assault injury shall submit a report of the accident resulting in claims for Workers’ Compensation Act benefits to the Human Resources Department (or its designee). The appropriate representative will compare this report to the employee’s supervisor’s descriptive report of the accident which is submitted pursuant to Board Regulation 4620.9 to the District’s Supervisor of Insurance and Risk Management. The Supervisor of Insurance and Risk Management shall then make a recommendation to the Superintendent of whether the employee’s injury is an “assault injury.” The Superintendent, subject to the approval of the Board, shall make the final determination of whether an employee’s injury is an assault injury.

### C. Required Reports

1. A descriptive report of the accident resulting in injury, as well as claims for Workers’ Compensation benefits, must be submitted by the employee’s immediate supervisor within two (2) days to the Supervisor of Insurance and Risk Management.
2. The Supervisor of Insurance and Risk Management shall report all such injury reports and claims to the Human Resources Department for logging and follow-up.
3. Upon receipt of a medical release to return to work, the employee shall be obligated to return to work immediately and provide the physician’s statement releasing him/her without restrictions. The immediate supervisor will process a copy of the release to the Supervisor of Insurance and Risk Management and the Human Resources Department within two (2) days of the date of the employee’s return to work.

### D. Student Transportation

1. In the event a student requires transportation after a school sponsored activity has terminated, and the employee is the sponsor of such activity, he/she shall be empowered to call the local police department for transportation of said student(s).
2. Employees who volunteer for authorized trips must have prior written approval of the principal or the principal’s designee. Such

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written notice will provide the employee with liability insurance as outlined by the provisions of Board Regulation 4770.

### E. Assault to an Employee

1. The principal or his/her designee shall notify the police when an employee is assaulted by a student, parent, guardian, school personnel and/or outside intruder, or suffers personal property loss or damage (including automobiles), provided the employee is willing to sign a formal complaint.
2. An employee has the right to initiate notifying the police.
3. The principal shall notify the police when an intruder refuses to leave the school premises.

### F. Damage to Personal Property

1. Any employee who sustains damage or loss to any personal property, such as wearing apparel, dentures, eye glasses, hearing aids, and automobiles, due to an incident which occurred on Board property or during a school sponsored event, and which can be documented by a written police report, shall be entitled to reimbursement as set forth herein. The employee will present a copy of the police report and an application for reimbursement to the principal/supervisor and to the head of the Human Resources Department in order to receive reimbursement. Each case will be decided on its merits. Reimbursement for damage to an employee's personal property shall only be reimbursed up to \$250.00.
2. At no time shall the employee suffer any loss of pay or benefits due to the conduct of police investigations or court appearances related to the damage or loss of personal property due to assault, harassment and/or acts of violence in the line of duty.
3. The District reserves the right to establish a total limit, from time to time, for the total reimbursement the District will expend in a given year.

### G. Other Safety Rules and Policies

The District and Union desire to provide a safe workplace for all employees and the District hereby retains the right to apply any other disciplinary actions, up to and including termination, for failure to comply with reasonable and appropriately communicated safety rules and regulations.

## Section A - Basic Provisions

### 1. Drug & Alcohol Use

In accordance with long-standing District policy in support of a drug and alcohol free workplace, the District will establish and communicate a Drug & Alcohol Policy, which Policy shall be shared in advance with the Union, relating to a drug-free workplace and the use of alcohol or non-prescribed drugs in the workplace. Pursuant to any such Policy, refusal to submit to a drug/alcohol test will presume the test would yield a positive result, and shall be grounds for discipline, up to and including termination.

### 2. Use of Safety Devices

The District will make a reasonable effort to provide employees with necessary safety devices and equipment for the appropriate task. However, if the devices and equipment are unavailable, the employee is **not** authorized to proceed with the contemplated task or to use alternate furniture, fixtures or other unsuitable equipment to complete the task.

### 3. Reporting of Safety Hazards

The District requires all employees to immediately report to the appropriate party any hazards, whether related to deficiencies in physical property or by observation of an unsafe human action, which may present an immediate risk of injury to employees and/or the public. This would include any unsafe condition that could in the foreseeable future cause physical injury or property damage. Following notification of the hazard, Supervisors are required to immediately cordon off or apply appropriate signage to warn of the hazard as well as notify maintenance or other appropriate personnel of the unsafe condition or action. If an employee is performing an unsafe action, their supervisor is to immediately inform the employee to halt the unsafe act.

### 4. Accident Review Committee

The District desires to provide a safe workplace, as well as instruct employees, as practicable, in proper safety procedures as they perform their jobs. An Accident Review Committee will be established, in consultation with the Union. Its role will be to review claims presented by employees, any other related issues, and consider and make recommendations to the District to try to reduce the number and frequency of workplace injuries.

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### 5. Personal Deviation/Horseplay

Injury arising out of horseplay or an employee's conducting of personal business or personal act without benefit to the District will not be considered work-related.

### 6. Medical Treatment/Authorized Time Off

The District or its appointed representative must authorize medical treatment for a work-related injury. Absent an emergency, authorization for time off due to a work-related injury must be received from an approved medical provider and must be presented to the immediate supervisor or the designated representative of the District within 24 hours of its issuance. As possible, the District will make all reasonable accommodations for the employee to return to light duty work and/or to accommodate work restrictions placed on the employee by the authorized medical provider.

### 7. Hazardous Working Conditions

No employee shall be required to work under unsafe, hazardous or dangerous conditions defined as duties which would place the employee in imminent danger. If an employee reasonably believes he/she is being assigned to such duties, the employee shall bring such conditions to the attention of the principal/immediate supervisor for evaluation and immediate corrective action where needed. Failure to provide appropriate corrective action shall be subject to the grievance procedure. It is expressly understood that the employee's refusal to carry out a directive from the principal or immediate supervisor to perform a disputed duty assignment may result in disciplinary action against the employee.

## Section A - Basic Provisions

### ARTICLE VIII SPECIAL SALARY AND BENEFIT PROVISIONS

#### A. Health Insurance

The Board shall pay the premium for individual coverage of health and major medical insurance for each full-time employee. Full-time employees shall have the right to purchase, at their own expense, the same insurance benefits for their dependents. The Board shall deduct the premiums from the paychecks of employees making such purchase and remit same on a timely basis to the insurance carrier. The health insurance coverage that shall be provided to full-time employees and their dependents for the 2008-2009 school year is described in Appendix A-2. Substitute and other temporary employees, including continuing substitute employees, are not considered full-time employees and are not eligible for health, dental, vision care and term life insurance, paid time off, bereavement leave, jury duty leave, paid holidays, vacation or other paid leave.

#### B. Dental Insurance

The Board shall pay the premium for individual coverage of dental insurance for each full-time employee. Full-time employees shall have the right to purchase, at their own expense, the same dental coverage for their dependents. The Board shall deduct the premiums from paychecks of employees making such purchase and remit the same on a timely basis to the insurance carrier.

#### C. Vision Care Insurance

The Board shall pay the premium for individual coverage of vision care insurance for each full-time employee. Full-time employees shall have the right to purchase, at their own expense, the same vision care coverage for their dependents. The Board shall deduct the premium from paychecks of employees making such purchase and remit same on a timely basis to the insurance carrier.

#### D. Term Life Insurance

Term life insurance in the principal sum of \$40,000.00 will be provided for all full-time regular employees. Employees may also, at their own expense, purchase certain additional coverage for dependents and AD&D coverage, pursuant to the terms of the plan documents.

#### E. Employee Assistance Program

The Board shall pay the premium for each full-time employee for individual coverage in the Employee Assistance Program.

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### F. Insurance Benefit Committee

A joint Board/Union Insurance Benefit Committee comprised of six (6) members, three (3) representatives of the Board appointed by the Superintendent, and three (3) representatives of the Union appointed by the Union, shall be established and meet on a periodic basis. The function of this committee shall be to review existing insurance programs and to make recommendations for changes in the event changes become necessary. No insurance program shall be changed unless the suggested change has been reviewed by the Insurance Benefit Committee. If the members of the Insurance Benefit Committee unanimously approve changes to the Board's health insurance plan, then such changes will be recommended to the Board for approval.

### G. Use of Automobile

1. Employees authorized by the Superintendent or his/her designee to use their personal automobile in their assigned duties shall be reimbursed for costs incurred at the current IRS Standard Mileage Rate.
2. The per trip allowance increase for transportation from one school location to another shall be determined in proportion to the per mile allowance in effect.

### H. Exempt/Non-Exempt Employees

Employees are classified as exempt or non exempt from Federal minimum wage and overtime regulations, according to law. Non-exempt employees will only be paid for hours actually worked, plus overtime pay when required by law, and any paid time off to which the employee may be entitled under this policy statement.

### I. Jury Duty

A regular employee who is absent because he/she is performing jury duty in a state or federal court shall be paid the difference, if any, between the employee's regular salary and the remuneration he/she receives as a juror.

### J. Tax Sheltered Annuity

All tenured, permanent and probationary employees of the St. Louis Public Schools may elect to participate in a salary reduction tax sheltered annuity retirement plan which would provide tax sheltered annuity benefits to the participants upon their retirement.

## Section A - Basic Provisions

### K. Direct Deposit of Payroll Checks

1. All payroll checks shall be paid to employees by direct deposit into each employee's bank account, as designated by each employee. Evidence of such direct deposit shall be provided to each employee on the stated payday. Payroll checks shall be deposited on the days scheduled by the District each year, on a bi-weekly basis, and that schedule shall not be changed during the year.
2. For any employee who does not have a bank account that can accept direct deposits of payroll checks, the Board shall help facilitate the opening of a bank account for such employee.

- L. The provisions of this Article VIII shall not be modified during the term of this policy statement, absent mutual agreement of the parties, or a declaration by the Board that an emergency exists, as set forth herein.

## Section A - Basic Provisions

### **ARTICLE IX** **SENIORITY**

- A. "System-Wide" seniority for all employees shall begin on the effective date of their appointment as an employee. However, for purposes of certificated personnel (teachers), seniority as a teacher shall begin on the effective date of his/her appointment as a teacher. If a teacher has a previous appointment date as a non-certificated employee, he/she will maintain that date for non-certificated seniority purposes only.
- B. Tenured or permanent employees on paid or unpaid leave shall be considered to be in continuous employment.
- C. Priority between employees hired on the same date shall be determined by the qualifications of the employees for work that is available and such "qualifications" are understood to include employee evaluations. When qualifications are equal, the employee having the earlier application date shall have the higher seniority.
- D. Seniority shall be broken by any termination including retirement, dismissal, resignation or failure to rehire.
- E. The Human Resources Department shall make available to any employee, or to the Union upon request, his/her rank of system-wide seniority as it may affect or contribute to the resolution of any specific problem.

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### ARTICLE X ASSIGNMENTS, TRANSFERS AND PROMOTIONS

#### A. Considerations

In making assignments and transfers of employees, consideration shall be given to the following: grade level and subject matter areas (where applicable); position for which the employee is best suited by qualification and experience; length of service/seniority; available vacancies, school/work and locality preference. Consideration shall also be afforded to the principal's/site supervisor's preference, as well as the employee's preference, with the goal being mutual agreement on the assignment. Notwithstanding anything to the contrary in this policy statement, the Superintendent may deny or institute any transfer, assignment, or promotion for the good of the system, in his/her judgment.

#### B. Reasons for Making Transfers

No employee shall be transferred except for these reasons:

1. Request for transfer to a school/location where a suitable vacancy exists.
2. Surplus of employees within the school/location.
3. Good of the system, as determined by the Superintendent, as provided in paragraph A., above.

#### C. Employee-Initiated Request for Transfer

The Human Resources Department will publish vacancies, as set forth in Article XI., of Section A. Employees who may be interested in transferring to other assignments should file a request with the Human Resources Department on the approved form. Requests for transfer for the upcoming school year may not be made and will not be processed after June 1, until after the next school year begins, unless circumstances dictate otherwise, in the judgment of the District.

#### D. General Procedures

1. Transfers are usually made at the beginning of the school year.
2. Requests for transfer within a semester are not usually granted except in cases of emergency.
3. Transfers will be granted when the efficiency of the schools or other locations can be maintained.

## Section A - Basic Provisions

4. System-Wide seniority (seniority with the District), "job-family" seniority (seniority within a group of jobs) and seniority within a particular job will be given due consideration in making transfers, but are not determinative.
5. Usually, an employee will not be transferred during the first three (3) years of his/her period of probationary service.
6. In the event that the Human Resources Department and the Superintendent or his/her designee, or the supervisor (in the case of non-certificated employees), believe that a particular applicant for transfer cannot successfully fill the position, the employee shall, upon request, be informed in writing as to the reasons for the denial of the transfer.
7. When a new school/location is opened, the Superintendent reserves the right to select the staff. Employee requests for transfer will be received and granted when possible.
8. In the event a satisfactory employee is involuntarily transferred, the employee will be given at least one (1) week's notice with valid reasons therefore stated in writing.

### E. Promotions

All promotions of employees shall be made upon the basis of length and character of service. As used in this policy statement, the term--

1. "Length of service" means the time elapsed since the first probationary appointment, except when there is an interruption of service because of resignation or other termination. "Length of service" then means time elapsed since the latest probationary appointment.
2. "Character of Service" as it relates to the promotion of an employee to a position where there is an opening means past performance with the District, which would include all evaluation and training courses and, where applicable, tests, special skills, licenses, certificates, and educational requirements attained prior to and during employment.
3. Non-certificated applicants for promotion shall be granted an interview based on their written examination score. When a written examination is not required, those applicants with the highest qualifications for the position shall be granted an interview.

- F. Tenured or permanent employees on approved paid or unpaid leave shall be considered to be in continuous employment.

## Section A - Basic Provisions

G. Seniority/length of service shall be broken by any termination, including retirement, dismissal, resignation or failure to rehire.

H. Rank

As used in this policy statement, rank refers to the following employee designations; continuing substitutes (certificated personnel), substitutes (probationary and tenured). The ranking is as follows, from lowest (1.) to highest (3.):

<u>Certificated</u>	<u>Non-Certificated</u>
1. Continuing Substitutes	1. Substitutes
2. Probationary	2. Probationary
3. Tenured	3. Permanent

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### **ARTICLE XI** **VACANCIES--GENERAL**

- A. A vacancy exists when a position is not occupied and it has been determined by the Human Resources Department that it will be of at least one (1) year's duration.
- B. All vacancies shall be announced on personnel bulletin boards located throughout the District and on the District's website. Qualifications, requirements, duties, salary, location, name of the principal/site administrator, and other pertinent information will be included in the announcement.
- C. Vacancies occurring during the summer months when some employees are not on regular duty shall be posted in the office of the Human Resources Department and on the District's website.
- D. At least fourteen (14) calendar days after notice of vacancies shall be allowed for submission of applications, unless circumstances dictate otherwise, as determined by the District. All vacancies in extracurricular activities in a school/location shall be advertised at the school/location level where vacancies exist.
- E. All applications of qualified employees shall be kept on file for one (1) year.

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### ARTICLE XII EMPLOYEE RIGHTS & RESPONSIBILITIES

#### A. Freedom to Join or Not to Join

Employees shall be free to join or not to join any organization of employees, and administrators shall not encourage or discourage employees with regard to membership in any such organization. No employee shall be discriminated against by the Board or by the Union because of membership or non-membership in any organization.

#### B. Personnel Files

1. All material in the personnel file at the Human Resources Department or other personnel information located at any other administrative office, with the exception of pre-employment references and examinations and employment recommendations before and after employment, shall be available for inspection in the appropriate office upon request by the individual employee. The employee will be provided a copy of any such materials at ten cents (\$.10) per page. Any representative of the employee may review said material provided notarized written consent of the employee is given to the Human Resources Department or the site administrator.
2. Material relating to an employee's conduct, service, character or personality shall not be placed in the employee's personnel file unless the employee is given the opportunity to acknowledge that he/she has read such material by affixing his/her signature on the actual copy filed with the understanding that such signature merely signifies that he/she read the material. However, if an employee does not avail himself/herself of the opportunity of reading such material within thirty (30) days after being informed of its existence, it may then be placed in the employee's personnel file.
3. The employee shall have the right to answer any material filed, and his/her answer shall be attached to the file copy. Action by the Board in relation to the retention, promotion, or recommendation for dismissal of an employee will, in the main, be based only on material and information contained in that employee's personnel file. The Board condemns any possible practice of maintaining so-called "secret" files on employees (though, as stated above, grievance-related materials are maintained separately). All personnel information at any location is reviewable by the employee as described below. The Board may consider and use any information about the employee provided the employee has been previously given the opportunity to acknowledge that he/she

## Section A - Basic Provisions

has read such material. This may be shown by the employee's signature affixed to the document or by other evidence indicating that the employee was provided an opportunity to read the material. Affixing his/her signature in this regard is not an admission of guilt or concurrence with the contents of the document.

### C. Job Descriptions

When available, the Board shall furnish to the Union the current job descriptions for each established job classification and position for certificated and non-certificated employees.

### D. Health and Safety

1. The Board shall provide for health and safety conditions consistent with the requirements of federal and state statutes.
2. Special clothing and safety equipment, when required by the Board or by statute to be used by employees, shall be provided by the Board.

#### 3. Snow and Ice Removal

The administrator at each work site shall make every reasonable effort to ensure that snow and ice will be removed from the following areas of each work site prior to the arrival and departure of staff:

- a. The entire main entrance and any other entrance which is open for use.
- b. Each set of stairs at any entrance which is open for use.
- c. The sidewalk in front of the main entrance.
- d. A path through the schoolyard front and entrance gate to at least one building entrance from which such snow and ice has been removed.

#### 4. Parking Lots

Snow and ice shall be removed to allow for employee access.

#### 5. Safety and Health

The Superintendent will consider temperatures in determining whether any accommodations, including the closing of schools, are needed to insure the safety of students and staff. In the event of

## Section A - Basic Provisions

extreme temperatures, the Superintendent may close school or implement an “abbreviated school day” as set forth in Board Regulation 6114.6 governing inclement weather.

### 6. Exterior Lighting

- a. On Parent Teacher Conference Days, exterior lighting shall be adequate for the safe ascent and descent of the steps after dark, whenever possible.
- b. For the safety of employees, parking lots for which the Board is responsible shall be well lit on Parent/Teacher Conference Days, whenever possible.

### 7. Personal Safety

The administration shall notify the St. Louis Police Department of any extension of the school day to help ensure the safety of students, staff and personal property.

### E. Parking Facilities

The Board will attempt to provide parking facilities restricted for staff, which are consistent with safety factors and availability of funds, and provided it does not encroach upon property used for educational or pupil activity purposes. Student parking is prohibited on parking facilities provided by the Board for the staff during the school day, and this prohibition should be strictly enforced. In cases where off-street parking is not available and street parking is limited, the St. Louis Police Department shall be consulted concerning the use of street parking restricted to District employees only.

### F. Lounges

Schools and work locations will be provided with clean, comfortable staff lounges where space is available. Student activities shall not be scheduled for the lounge.

### G. Rest Rooms

All staff members shall have access to at least one (1) clean, comfortable employee rest room that is separate and apart from the students’ rest room(s).

### H. Telephones

In schools/work sites where employees desire telephones for non-school/work site business use, the telephone company shall be requested

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to install pay telephones. In school/work sites where pay telephones are not installed, present access to school/work site telephones will be continued.

### I. Smoking Regulation

Smoking is prohibited in all District facilities and schools.

### J. Reprimand of Employees

No employee shall be reprimanded publicly by a supervisor or administrative personnel in the presence of students, parents or fellow employees. Reprimands shall be handled in a professional manner. The right of management to reprimand employees shall not be abrogated.

No written reprimand shall be given without prior written notice to the employee of at least twenty-four (24) hours that a meeting will be held for the purpose of issuing a written reprimand. Such notice shall advise the employee of his/her right to Union representation.

### K. Reporting Child Abuse/Neglect

Any employee who has reasonable cause to suspect, or who receives a report from any person that a child has been or may be subjected to abuse or neglect, committed by any person, including abuse by another school employee, shall immediately report the facts to the school principal. When an administrator has knowledge that a hotline report is made regarding an employee, an investigation of the report will be conducted pursuant to the provisions of applicable law and Board regulations. If requested by the employee who is the subject of the report, the Union will be notified as soon as reasonably practicable for the purpose of ensuring that representation is made available for the investigation. The accused employee may be immediately assigned, with pay, to other duties which do not require contact with students. The employee will receive, in writing, a list of all charges. Any employee for whom the Division of Children Services (DCS) finds insufficient evidence of abuse or neglect may request reassignment to his/her previous job site or other sites with duties that he/she is qualified to perform. If any report regarding the alleged incident is placed in the employee's file and DCS finds insufficient evidence of abuse and no disciplinary action is taken against the employee, then that report will be deleted from the employee's file after DCS provides written notice it has expunged the record from DCS files.

### L. Professionalism

Teacher, paraprofessional and secretarial/clerical employees should always present themselves in a professional manner. Employees should

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not use personal electronic devices or engage in personal activity in a manner that interferes with instructional or work time.

### M. Dress Code

Employees are expected to be clean, neat, and appropriately dressed at all times. Style of dress may vary according to situation, and position within the District, but should always present a professional image of neatness and cleanliness. An employee's dress and appearance shall also always adhere to commonly accepted standards of decorum, and good taste. The Superintendent or his/her designee(s) may interpret this dress code, implement appropriate standards, and make a case-by-case determination of the appropriateness of dress and appearance in a particular situation, provided that the determination is not arbitrary or discriminatory. If an employee has any questions about dress, the employee should contact his/her supervisor or the Human Resources Department.

### N. Safe Schools

When student transfers are contemplated, the staff receiving such transfers shall be informed by the principal. If the student has a history of violence, any of the receiving staff who might reasonably be expected to have contact with that student shall be so informed at the time of enrollment. Any documentation of such information shall be provided by the sending school and shall be provided to the appropriate staff unless prohibited by law.

### O. Complaints

Any complaints regarding an employee made in writing to a member of the administration by any parent, student, or other person which are or may be used in any manner in evaluating an employee shall be processed according to the procedure as follows:

1. The principal or immediate supervisor shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.
2. As of the effective date of this policy statement, an employee will be notified of all written material added in all of his/her files. At the employee's request, a copy(ies) will be provided within five (5) school days of the request. An employee will have the right to respond in writing and have the response included in the file attached to the material within thirty (30) days of receipt of the copy(ies).

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### ARTICLE XIII LEAVES

#### A. Sabbatical Leave of Absence

##### 1. Purpose

- a. To encourage certificated employees in the St. Louis Public Schools to engage in programs of professional improvement involving advanced study and/or travel.
- b. To encourage non-certificated employees in the St. Louis Public Schools to engage in the program of professional improvement involving study that will be of benefit to the employee and the school system.

##### 2. Eligibility

To be eligible for the first sabbatical year's leave of absence to be granted on request, an employee must have nine (9) years of continuous, uninterrupted service (one-half of a school year or more per year) following appointment. Successive sabbatical leaves of absence may be granted at intervals of seven years, e.g., the 16th, 23rd, 30th years of employment.

##### 3. Application for Leave

Application for sabbatical leave of absence must be filed in duplicate with the Human Resources Department on the application for Sabbatical Leave by March 15, for the first semester of each school year. Requests for the second semester must be filed by November 15 of the current school year. The application shall set forth a carefully developed plan for professional improvement through advanced study, travel, or a combination of both, and have the support of the site administrator and appropriate Associate Superintendent. All applications for sabbatical leave must be approved by the Human Resources Department.

##### 4. Salary Provisions

- a. The salary granted an employee on sabbatical leave shall be one-half of the scheduled salary for the employee during the school year of the leave for a certificated employee or during the leave for a non-certificated employee. The District will forward the biweekly check of the employee on sabbatical leave to the address on file in the Human Resources Department. The final biweekly salary check will be payable

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upon approval of the sabbatical leave report required by the Human Resources Department.

- b. An individual who was granted a sabbatical leave must teach or serve one year in the St. Louis Public Schools following completion of the leave. If the employee's service is discontinued for any reason other than his/her incapacity to carry out his/her assignment before the expiration of one year or in the case of a non-certificated employee, before the expiration of the leave, he/she shall pay back to the District a pro rata part of the sabbatical allowance, as determined by the Board.

### 5. Allotment

- a. **Certificated:** If the number of certificated employees placed on the eligibility list for sabbatical leave exceeds one-half of one percent (1%) of the total number of the instructional staff, consideration will be given in the selection of employees granted sabbatical leaves to length of service of each applicant and to each applicant's contribution to the general welfare of the school system, as determined by the Board.
- b. **Non-Certificated:** If the number of non-certificated employees placed on the eligibility list for sabbatical leave exceeds one-half of one percent (1%) of the total number of the non-certificated staff, consideration will be given in the selection of employees granted sabbatical leaves to length of service of each applicant's contribution to the general welfare of the school system, credit earned during each semester of the sabbatical for study, exclusive of summer study, or a statement from an approved school or institution indicating the course(s) taken and the dates of attendance, as determined by the Board.

### 6. Return to Service

- a. An employee, upon return to service from sabbatical leave of absence, shall be restored to his/her former position or to a position of like nature, seniority, status, and pay. He/she shall receive, when sabbatical leave is computed, such automatic increases in salary rating as would have been received had he/she remained in active service. An employee shall be allowed credit toward retirement for the time spent on sabbatical leave in accordance with the rules

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and regulations established by the St. Louis Public School Retirement System.

- b. Salary increments will be allowed only if study or travel results are approved by the Human Resources Department.
- c. An employee on sabbatical leave of absence shall not be entitled to any PTO days during the period of sabbatical leave and no PTO days for the period of leave shall be added to his/her credit on his/her return to duty.

### 7. Incomplete Leave

If an employee's program of study is interrupted by accident or illness during sabbatical leave, evidence of which is satisfactory to the Human Resources Department, this shall not prejudice him/her with regard to the fulfillment of the conditions regarding study for which such leave was granted, nor affect the amount of compensation to be paid such employee under the terms of such sabbatical leave; provided, however, the Human Resources Department has been promptly notified of such accident or illness.

### B. Bereavement Leave

A leave of absence with pay may, in the District's sole discretion, be granted for all full-time employees consistent with the following stipulations when a death occurs in an employee's family.

- 1. Up to three (3) working days in any pattern, including and immediately following the day of death and/or date of funeral of a member of the immediate family. Immediate family is defined as parent, spouse, or child, grandparent, grandchild or sibling of the employee.
- 2. Up to two (2) working days in any pattern, including and immediately following the day of death and/or date of funeral of a half-brother or half-sister, nephew, niece, aunt, uncle, step-child, step-parent, parent-in-law, stepbrother or step-sister, sister-in-law or brother-in-law, son-in-law or daughter-in-law.
- 3. One (1) working day to be used immediately following the day of death or on the date of the funeral of a great-grandparent, aunt or uncle-in-law, grandparent-in-law, niece or nephew-in-law, great grandchild, grand nephew or niece, grand aunt or uncle, or first cousin.
- 4. Upon return to work from leave for death of a relative, the employee shall immediately complete a bereavement leave form and provide

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the name of the relative, date of the funeral and relationship of the deceased to the employee. Additionally, the employee may be required to supply appropriate documentation substantiating the basis for the bereavement leave. This information must be provided to the immediate supervisor for processing to the Division of Human Resources within two (2) days of the date the employee returned to work.

5. With the exception of leaves taken pursuant to Paragraph 1 above, no employee shall be entitled to more than a total of eight (8) working days per year as bereavement leave. At its discretion, the District may allow the employee to use any other form of appropriate leave that is available to such employee.

### C. Leave for Military Reserve Training or State of Emergency

A military leave of absence will be granted according to the District's policy, adopted by Board Regulation 4620.7, and applicable law. If an employee has any questions about this policy, the employee should contact the Human Resources Department.

### D. Paid Time Off

1. All full-time employees may take up to nine (9) days of PTO during each fiscal year. All full-time employees hired on July 1 and before October 1 shall be entitled to nine (9) PTO days during the remainder of the first fiscal year of employment. Full-time employees hired on October 1 and before December 31 shall be entitled to six (6) PTO days during the remainder of the first fiscal year of employment. Full-time employees hired on January 1 and by March 31 shall be entitled to four (4) PTO days during the remainder of the first fiscal year of employment. Full-time employees hired on April 1 and by June 30 shall be entitled to two (2) PTO days during the remainder of the first fiscal year of employment.
2. Employees will provide the immediate supervisor 48 hours notice before the date of the leave except in cases of personal illness, illness of an immediate family member or an emergency. The Board will establish a schedule of blackouts in which no PTO will be used except in cases of personal illness, illness of an immediate family member or an emergency. (See Appendix A-3)
3. Use of PTO will not count adversely on the attendance portion of any performance appraisal except as otherwise provided herein.
4. Employees shall not be absent from the job on more than two (2) Mondays and two (2) Fridays during the year, unless such

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employee can supply the school system with sufficient proof that he/she was unable to report for work on these Mondays or Fridays for reasons related to injury, illness or exposure to contagious disease. It shall be an abuse of PTO for an employee to use PTO under the auspice of an employee's own illness or a family member's illness for absences when the employee or family member is not actually sick. The Superintendent is authorized to investigate where the circumstances in his discretion warrant, suspected abuse of PTO. As part of this authority, the Superintendent may require employees to provide written substantiation of a claim of illness, including a physician's verification.

5. Regular employees receiving PTO for absences on both the work day preceding and the work day following a holiday or holidays shall receive holiday pay. The absence for the holiday shall not be deducted from the employee's accrued PTO.
6. Whenever it becomes apparent to any employee that he/she will be unable to report to work for any reason whatsoever, the employee is responsible for notifying his/her supervisor or another person who has been designated to be notified before the start of work. Persons designated as needing substitutes are also responsible for contacting the centralized substitute office as soon as the pending absence becomes known. Failure to make all contacts shall result in an unexcused absence for which the employee will not be paid.
7. If an employee is absent more than one day in succession, he/she must give the required notification daily, unless the employee knows in advance that he/she would be out more than one day and stated that fact at the time of a prior notification. The Human Resources Department is open at 7:00 a.m. on school days to receive messages regarding absences of employees who need substitutes. An automatic answering and recording machine shall record telephone calls of employees reporting absences or returns from absences. This machine shall be in operation 24 hours per day and seven days per week.
8. Notification of the intention of an employee to return to work before the original completion date of the requested absence shall be given to the Human Resources Department and to the principal of the school or immediate supervisor. If the absentee fails to notify the Human Resources Department and immediate supervisor of the date of return, a loss of salary for the first half-day after the return shall result. Notification must be given to the Human Resources Department and the immediate supervisor before 4:30 p.m. of the day preceding the date of the return.

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9. Employees acknowledge that public employees in the State of Missouri are not permitted to strike or engage in work stoppages. PTO days shall not be used for work stoppages. The Superintendent is authorized to investigate, where the circumstances in his or her discretion warrant, suspected abuse of PTO. As part of this authority, the Superintendent may require employees to provide written substantiation of a claim of illness, including a physician's verification.
10. Employees who leave the school system through termination or resignation shall not be entitled to compensation for unused PTO days, nor shall their estate have a claim for payment of unused PTO days in the case of death.
11. Employees who have unused PTO days accrued under this policy statement at the end of the fiscal year and thereafter shall be paid an amount equal to one hour of base salary for each 2 full hours of unused PTO time. Payment shall be made on the first pay day in December following the end of each fiscal year and shall be calculated using the employee's base salary as of June 30 of the fiscal year immediately preceding the payment. The employee must be employed by the Board on the payment date or have retired pursuant to the rules for Rule of 85 or normal retirement during the preceding fiscal year and the payment date to receive this benefit. For retired employees, the pay-out shall be calculated based on the employee's base salary at the time of retirement and shall be paid at the time of retirement.
12. Rules for Employees with Accrued PTO Under Prior Policies. Employees with accrued PTO days accumulated under prior District policies shall be permitted to maintain or use them, only as previously permitted, and such previously accrued days shall not be subject to paragraph 11, above. No further PTO days may be accumulated.
13. Paid Time Off Committee. Representatives of the District and Local 420 shall establish a committee to consider paid time off policies, including future policies that may include personal days, sick days, or PTO days. The goal of the committee shall be to create a program for paid time off that will optimize attendance, incent attendance and longevity, reward exemplary attendance, and incent continued retention and service to the District. The committee shall report their findings to the Superintendent or his/her designee(s).

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### E. STD/LTD Program

1. Short Term Disability Plan (STD). The STD Plan will provide 60% of base pay as a benefit. It will pay benefits to a disabled employee up to the earlier of the date disability ends, the age at which the employee becomes eligible for normal social security retirement, twenty-six (26) weeks, or the date on which LTD begins. STD benefits will not commence until the 6th consecutive work day of disability and the STD benefit commencement is independent of use of PTO days. For an employee to be eligible to receive STD benefits, the employee must be actively at work at the time of STD eligibility.
2. Long Term Disability Plan (LTD). The LTD Plan will provide 60% of base pay as a benefit, not to exceed \$5,000 per month. It will pay benefits to a disabled employee up to the age at which the employee is eligible for normal social security retirement benefits. Disability retirement benefits and Social Security benefits will reduce LTD benefits. Participation in the LTD Plan will be subject to the insurer's "pre-existing condition" rules for employees hired on or after January 1, 2004, and for employees electing Options (a)(ii) or (b)(ii) identified below regarding the STD/LTD Program.

The STD and LTD Plans will be administered by the insurance companies providing such plans or their designees in accordance with the terms and conditions of the plan documents. To the extent the plan documents conflict with language contained herein, the plan documents shall control.

3. Rules for Employees with Accrued Sick Leave Under Prior Policies. Employees with accrued sick leave accumulated under prior District policies shall be permitted to maintain or use them, only as per the provisions of the 2004-2008 policy statement, as interpreted by the Board. No further sick leave shall be accumulated.

### F. Educational Leave

Educational leave normally will not be granted during the first and last ten (10) days of school.

### G. Family and Medical Leave of Absence

Family and Medical Leave will be granted according to the District's policy, adopted by Board Regulation 4620.2, and applicable law. If any employee has any questions about this policy, the employee should contact the Human Resources Department.

## Section A - Basic Provisions

### H. Other General Leave

For other good reasons not otherwise covered by this policy statement, the Superintendent upon receiving a written request from the employee may recommend to the Board that the employee may be granted leave with or without pay.

### I. Failure to Report to Work

Any employee who fails to report to work one (1) day and fails to notify his/her immediate supervisor may be subject to disciplinary action, up to and including termination of employment.

### J. Abandonment of Position

1. Any employee who fails to report for work on two (2) consecutive working days and who has failed to notify his/her immediate supervisor shall be presumed to have abandoned his/her position with the District, and the District shall have no obligation to pay or provide benefits to such an employee thereafter.
2. The Human Resources Department will notify the employee by telephone and registered U.S. mail, return receipt requested, that his/her failure to report to work or provide notification of the absence to his/her immediate supervisor has provided cause for the immediate termination of his/her employment, based upon, the employees' abandonment of his/her position and failure to notify.
3. The Human Resources Department shall proceed to process the termination of any employee who does not respond within three (3) calendar days after receipt of the notification referenced above. If the employee does timely respond, the District will consider the employee's reason(s) for his/her action(s) or inaction, and employee will be entitled to such due process as may be required by law. This provision shall be interpreted consistently with Missouri law.

- K. The provisions of this Article XIII pertaining to leave provisions not required by law shall not be modified during the term of this policy statement, absent mutual agreement of the parties, or a declaration by the Board that an emergency exists, as set forth herein.

## Section A - Basic Provisions

### **ARTICLE XIV** **ESCROW ACCOUNT**

- A. The Board will provide ten (10), ten and one-half (10½) and eleven (11) month employees the opportunity annually to place a part of their salary into an escrow account for distribution during the summer months when they are not working.
- B. The Board will make sixteen (16) deductions for the escrow account from each participating employee's paycheck in an amount equal to thirteen percent (13%) of the gross amount of the paycheck. No deductions for the escrow account will be made from the first two (2) pay periods in September.
- C. The accumulated amount will be paid to the employee in equal installments on the following schedule without deductions of any kind:
  - 1. One check in June
  - 2. Two checks in July
  - 3. Two checks in August
- D. All withdrawals must be made according to the approved schedule.
- E. Upon resignation, retirement or termination, any sum remaining in the escrow account will be paid to the employee immediately.
- F. Should an employee die before all withdrawals are made from his/her account, the remaining proceeds will be paid to the person or persons previously designated by the employee.

## **Section A - Basic Provisions**

### **ARTICLE XV DIVERSITY RELATIONS PROGRAM**

The staff at each work site shall develop a program to improve interpersonal and racial relations among the staff and with the students. Planning shall begin in September and the program shall begin by October and continue throughout the year. This program shall be a regular and ongoing educational activity.

## Section A - Basic Provisions

### **ARTICLE XVI** **SAVING CLAUSE**

- A. If any portion of this policy statement is, or at any time shall be, determined by a court of last resort to be contrary to law, then such portion shall not be applicable or performed or enforced, except to the extent permitted by law, and shall be subject to appropriate consultation and discussion with the Union.
  
- B. In the event that any portion of this policy statement is or shall at any time be so determined to be contrary to law, all other portions shall continue in effect.

## **Section A - Basic Provisions**

### **ARTICLE XVII** **SCHOOL YEAR**

The school year for 10-month employees will be 213 days including holidays and breaks (and including the 3 additional non-working days added to winter break during the 2008-2009 school year). Four days in the school year in excess of 200 shall be for additional instruction, professional development and parent-teacher conferences, with two of the four days for teacher preparation time or another purpose, as the principal at a particular school may require. The 2008-2009 school year shall be in accordance with the calendar adopted by the SAB. For any other school year subject to this policy statement, the parties agree that any change as to the total working days or instructional days shall be by mutual agreement of the parties, or a declaration by the Board that an emergency exists, as set forth herein. (See Appendix A-1)

## Section A - Basic Provisions

### ARTICLE XVIII DURATION

- A. The terms of this policy statement shall remain in effect for the period July 1, 2008 to June 30, 2011. Salary and wage provisions of this policy statement that do not cover the term of this policy statement shall be negotiated at a future date by the parties, per Article I of Section A. The provisions of this Article XVIII, Section A, shall not be modified during the term of this policy statement, absent mutual agreement of the parties, or a declaration by the Board that an emergency exists, as set forth herein.
- B. The Board warrants and represents that it reasonably believes that it will have sufficient funds to make all payments due pursuant to this policy statement, and hereby covenants that it will do all things lawfully within its power to obtain, maintain, request and pursue funds from which the said payments will be made. In the event the Board becomes aware that funds shall not be made available, the Board shall promptly notify the Union of such occurrence and enter into immediate and direct discussions with the Union, if such discussions are requested by the Union.
- C. Upon such notice to the Union, the provisions of the policy statement relating to salary schedules and extra duty pay shall terminate on the last day of the fiscal year for which appropriations were received. The termination shall be without penalty or expense to the Board of any kind whatsoever, except as to portions of payments for which funds shall have been appropriated and budgeted or were otherwise available. Subsequent to the termination of this policy statement under the conditions of this subsection, the Board shall have no obligation to make further payments under this policy statement.
- D. Contract Bar
1. No petition seeking to decertify AFT St. Louis, Local 420, as the exclusive representative of the Teacher, Secretarial/Clerical or Paraprofessional units may be filed for the duration of this policy statement except as specified herein. Any organization wishing to decertify AFT St. Louis, Local 420, as exclusive bargaining representative, may file a petition with the Missouri Board of Mediation only during the period extending from 150 to 90 days immediately preceding the expiration date of this policy statement. Such petition must be passed by a showing of interest of thirty percent (30%) of the petitioned for unit and each petition shall be dated not more than six (6) months prior to the filing of the petition as outlined in 8 CSR 40-2.040, Contents of Petition for Decertification, State Board of Mediation.

## **Section A - Basic Provisions**

2. The Union agrees that in the event of litigation against the Board, District, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Board, District, its agents or employees in any action arising out of such litigation, and costs of defending such an action, including reasonable attorney fees.

## **Section B - Teachers**

### **TEACHERS**

#### **ARTICLE I** **RECOGNITION**

The Board recognizes that AFT St. Louis, Local 420 has been designated as the majority representative for all teaching personnel and certain other professional educational employees of the St. Louis Public Schools which include:

Classroom Teachers	Related Art Teachers
Continuing Substitutes	Remedial Reading Teachers
Counselors	School Psychologists
Department Heads who teach at least two class periods	School Social Workers
Speech Implementers	Special Education Teachers
Library Media Specialists	Teachers on Special Assignments
Physical Education Teachers	Vocational Teachers
Psychological Examiners	

The term “employees” when used in this Teachers Section of this policy statement, Section B, means a person within any of the foregoing classifications or any person not specifically listed who is on the regular teachers’ salary schedule.

## **Section B - Teachers**

### **ARTICLE II CONTINUING SUBSTITUTES**

A continuing substitute teacher is defined as a daily substitute teacher who is assigned to one location for twenty-six (26) consecutive days or more.

## Section B - Teachers

### **ARTICLE III** **TEACHER RESPONSIBILITY**

- A. It is recognized that a teacher's professional responsibilities include such functions as: working with students, parents and staff members; class preparation; in-service participation; staff meetings; and assisting and supervising the dismissal of students at the end of each school day.
- B. In performance of their teacher functions, teachers shall be responsible for presenting all sides of an issue and for providing students with the opportunity to investigate all facets and opinions of or about any and all germane topics and materials relating to the curriculum introduced or presented, and shall have specific responsibilities to provide such opportunity with regard to the topic of the curriculum which are or maybe of controversial nature. Such germane material presented to students must be appropriate to the maturity level and intellectual ability of the students. Teachers must abide by Board Policies and Regulations governing controversial issues. See Board Regulation 6144.
- C. Controversial issues should be dealt with as impartially and objectively as possible. The teacher is a guide to the learning process not a molder of opinion and as such must represent access to a variety of points of view. A teacher who feels compelled in the study to take a position should do so clearly by indicating that it is his/her opinion within the frame of many arguments to which reference can be made. The teaching staff must assure that students feel no pressure to reach agreement in the study of issues where a variety of opinions is respected academically. The teacher shall permit the expression of the views and opinions of others and will encourage students to examine and analyze, evaluate and synthesize all available information about such topics and materials and will encourage each to form independent views and opinions through such procedures.
- D. Teachers shall at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions.
- E. To the extent permissible by law, the Board shall support teachers adhering to the above procedures and shall in no way recriminate against same so long as said teacher adheres to the procedures outlined above. Nothing herein, however, shall be construed as to render immunity to any teacher for acts which are libelous, slanderous, or which in any way violate the civil rights of others.
- F. Teachers shall handle grade changes in accordance with Board policy. See Board Policies and Regulations P5123 – R5123.

## Section B - Teachers

- G. Efforts shall be made to schedule parent conferences at mutually agreeable times during the teacher's planning period. At least a twenty-four (24) hour notice of the conferences shall be given. If the principal determines that the issue warrants immediate attention, classroom coverage shall be provided.
- H. The principal will inform the teacher by September 30 as to the schedule for submitting student grades at the end of each marking period in compliance with the Board school calendar.
- I. Outside-of-class sponsored activities: i.e., student council and clubs, shall be on a voluntary basis.
- J. Teachers shall handle and address student discipline matters in accordance with the provisions of the Student Rights and Responsibilities Related to Conduct, which was created in consultation with the Union.

## Section B - Teachers

### **ARTICLE IV** **IMPLEMENTATION OF STUDENT DISCIPLINE POLICIES**

- A. A teacher may exclude from his/her class a child who, in the teacher's opinion and with administrative agreement, is causing serious disruption. The teacher shall confer with the principal or assistant principal or counselor to provide the necessary information concerning the problem and shall provide a statement of the problem in writing at the time or within the current work day.
- B. The teacher will readmit the child following a conference with the child and the principal or his/her designee(s). The parent will be notified and required to participate in this or subsequent conferences at the discretion of the principal.
- C. If either the teacher or the principal has reason to believe that the presence of the parent/guardian at this conference could negatively affect the conference, the principal may determine that the teacher's presence may not be required. An administrator shall be present whenever a teacher has provided prior notice that an irate parent could negatively affect the conference. The teacher shall attend the meeting if the administrator or designee is available.
- D. The teacher shall be present, unless by mutual agreement of the principal and teacher, they decide that the teacher's presence is not necessary. The teacher shall be informed in writing as to the actions to be taken after the conference, preferably, prior to the return of the student.
- E. In case all the teachers who work with the child in regular classes recommend suspension and the principal disagrees, the teacher shall address a request to the Superintendent's designee who shall determine if the child shall be recommended for suspension.
- If the recommendation of the Superintendent's designee is not to suspend the student in question, then the Superintendent's designee will notify the teacher(s) in writing within ten (10) school days of his/her findings and recommendations.
- F. Principals will notify the police when a teacher/employee is assaulted by students, parents, other school personnel and/or outside intruders, or suffers property loss or damage (including automobiles) after consultation with the concerned teacher/employee, provided the concerned teacher/employee is willing to sign a formal complaint.
- G. The principal shall notify the police or school district security when an intruder refuses to leave the school premises after being so requested or when an intruder disrupts class activities and does not desist upon being directed to stop.

## Section B - Teachers

- H. When in the opinion of the counselor, dissemination of a discipline decision will destroy or seriously impair the counselor/counselee relationship, the counselor will so inform the principal or his/her designee, and a decision will be made as to whether or not the counselor is to disseminate the discipline decision.
- I. A continuous record of student discipline cases will be maintained in a place available for staff that have jurisdiction over a student to use as a basis for recommendations for suspension and intelligent administering of penalties for misdemeanors.
- J. Principals shall report to the Superintendent all cases of assault suffered and reported by teachers in connection with their employment in which injuries have been suffered or in which there appears to have been malicious intent. Such assaults against teachers shall be reported to the police by the teacher and the principal or designee. In any such assault case in which the principal has reason to believe that the assault occurred and was without provocation, the principal shall:
  - 1. Assist the teacher(s) by acting as liaison between the teacher(s), the police and the courts.
  - 2. Recommend the student for disciplinary action provided the teacher(s) was in compliance with the rules and regulations of the Board.
- K. It is recognized that in developing responsible student conduct, the positive disciplinary techniques of example, counseling and guidance should take precedence over punitive disciplinary measures. In this regard, communication with parents on matters of discipline, safety and other local school regulations is essential.
- L. It is essential that a clear understanding should exist between the principal and the teachers in each school. The principal shall be immediately informed when students engage in a physical altercation upon the onset of a problem. Administration shall promptly respond.
- M. Teachers shall not be reprimanded or otherwise penalized solely on the basis of the number of student discipline referrals which seek assistance from the school administrator unless the number of such referrals provides adequate proof of inefficiency on the part of the teacher.

## Section B - Teachers

### ARTICLE V ASSIGNMENT, TRANSFER AND PROMOTION - TEACHERS

#### A. Introduction

In the determination of building assignments, such factors as training, experience, special qualifications and interests, performance, and length of service/seniority will be considered in order to strive towards a proper balance of teachers. The Board recognizes length of service/seniority is an important consideration as well in determining assignment to a building. To the extent the provisions of this Article conflict with Section A, Article X, the provisions of this Article shall control, as determined by the Board, in its discretion.

The assignment of a teacher to a building or department will be determined by the needs of the District and the qualifications and experience of the teacher. All teachers shall be subject to transfer or change of assignment as the Superintendent may deem necessary in accordance with law. Any such transfer shall be reported to the Board. The Board and Union believe that, in considering building assignments, it is vital that both the teacher and the principal consent to the assignment. The principal is responsible for assigning teachers to grades/levels where, in his/her opinion, the teachers would be of the greatest service.

More than one member of a family may be eligible for employment in the District. Whenever more than one member of a family is employed in the District, they will not normally be assigned to teach in the same building. The husband, wife, brother, sister, son, daughter, son-in-law, daughter-in-law, or parent of wife or husband shall be considered a member of the family.

Prior to May 1, as practicable, time shall be devoted at a faculty meeting to a discussion of the procedures to be used in making assignments for the coming year. Tentative plans, goals and personnel needs for special programs shall also be discussed. The principal shall not use retaliatory action to make staffing assignments.

At the same time, teachers, as practicable, shall be given an opportunity to fill out "preference sheets" indicating three (3) preferences in order of priority of grade level and type of class on that level with the understanding that, where advisable and possible, the principal will honor such preferences. Teachers shall be given an opportunity to discuss their assignment requests with their principal or designee.

Tentative assignments shall normally be made before the last day of the school year.

## Section B - Teachers

When a teacher is reassigned to another room, grade, or program within a school during a school year, he/she will be given three (3) working days' notice to prepare for the reassignment unless there are reasons of overriding importance.

Upon written request of the teacher, with a copy to the Human Resources Department, reasons for the assignment shall be stated in writing by the principal. The validity of the assignment shall be subject to the grievance procedure.

### B. Teacher-Initiated Transfers for Regular Certificated Positions

The Superintendent has the final authority to assign and transfer staff in the best interest of the students and educational program of the District. In respect to the District's goal to select and employ the best-qualified personnel, the District desires to provide opportunities for qualified employees to apply for transfers to regular vacant positions or new positions. Transfers of certificated teachers to regular positions under this provision refer to similar or like positions.

When vacancies are approved by the Human Resources Department, the list of vacant positions will be posted, as practicable, and as set forth in this policy statement.

To implement the transfer process for regular teaching vacancies, certificated employees interested in a vacancy will be placed in the following groups:

#### Round I

Current tenured teachers employed with full-time contracts, and any tenured, part-time teachers may be considered for Round I assignment.

Round I employees who are interested in a posted position must submit a Transfer Request Form, as approved by the Human Resources Department, to the Human Resources Department within the applicable posting guidelines.

#### Round II

Current part-time, non-tenured teachers, temporarily employed teachers, substitutes and other certificated employees in support staff positions, plus other regular candidates within the subject/position field may be considered for Round II assignment.

Round II employees do not submit a formal Transfer Request Form. However, District employees considered Round II applicants may submit a brief letter stating their interest in a given position.

## Section B - Teachers

Prior to Round I transfer interviews, an interview team will be selected by the principal (barring extenuating circumstances) who can have representation from different constituencies and/or job classifications (i.e., administrators, teachers, support staff, or parents). Following the review of Transfer Request Forms from interested teachers in Round I by the Human Resources Department, the administrator (in most cases, the principal) will schedule interviews for his/her interview team according to the following procedures:

### 1. Round I Interviews

Interviews will be scheduled and conducted for Round I candidates. For transfer purposes, Round I candidates may apply for all openings.

After the interview team has completed interviews with all Round I candidates, a decision will be made, and the principal/administrator will recommend a candidate to the Human Resources Department, which will then review the recommendation with the administrator. If one of the regular teachers interviewed is recommended by the principal/administrator to fill the vacant position, the Associate Superintendent shall submit the name of this teacher to the Superintendent for final approval.

Following approval, it is the responsibility of the administrator at the building level and/or the Human Resources Department to notify the other candidates who were interviewed but not selected. If no candidate is selected, the interviews progress to Round II, and the administrator will advise the Human Resources Department to proceed.

### 2. Round II Interviews

Current non-tenured teachers employed with part-time contracts, appropriately certificated employees, including substitutes and other certificated employees in support staff positions, plus other regular applicants from within the subject/position of the vacancy, will be eligible to be interviewed at the discretion of the Human Resources Department.

Round II candidates do not submit a Transfer Request Form but are selected for interviews through the regular hiring process. Therefore, it is important for interested Round II applicants to keep their applications current in the Human Resources Department.

The Human Resources Department will evaluate the qualifications of person to be interviewed in Round II.

## Section B - Teachers

### 3. Interview Standards

The administrators and interview teams will exercise high professional standards in the process of interviewing and selecting candidates to fill positions. Prior to conducting interviews the administrators and interview teams shall establish, in writing, the characteristics sought in a successful candidate together with relative values for each characteristic. The District will establish core competencies for successful candidates, which standards shall be utilized during the interview process. During the interview process only those evaluations of candidates that are in compliance with the Performance-Based Teacher Evaluation program adopted by the Board will be used. Candidates should also understand that the final selection may be competitive and there will be applicants with a wide variety of qualifications and experiences.

If a candidate not selected wishes to discuss his/her application or interview, the candidate may contact the administrator or principal.

Questions or concerns about the interview process or selection procedures should be addressed to the Human Resources Department.

### 4. Qualifications

Certificated employees applying for a regular teaching vacancy in Round I will be notified of qualifications for a posted vacancy, as set forth herein. After reviewing the requests, if it seems evident that a transfer applicant lacks the appropriate certification or minimum qualifications for the position, the Human Resources Department will discuss this matter with the applicant to confirm the problem or determine if it has been alleviated. If confirmed, the candidate would not continue with the interview process.

### 5. Withdrawal of Request

If an eligible teacher should decide not to pursue a vacancy after having submitted the Transfer Request Form, the applicant must notify the Human Resources Department of his/her decision promptly, in writing, and the interview process for that applicant will be cancelled.

## C. Filling Vacancies During the School Year

When teaching vacancies occur during the school year, the major interest of the Board and District is to attempt to fill the vacancy promptly with the best qualified replacement, maintain continuity of learning in the classroom, and provide for the least amount of disruption in the District's

## Section B - Teachers

educational program in other classes. Unless there are extenuating circumstances whereby the Superintendent determines it is for the welfare of all students to approve a transfer, vacancies occurring during the school term will normally be filled by appointing qualified substitutes or other regular applicants for these positions. Generally, these mid-year appointments will be considered temporary for the remainder of the school year only, unless the Superintendent determines that the appointment should continue on a permanent basis.

As a general rule, shorter-term vacancies resulting from extenuating circumstances occurring during the school year may be filled directly by the Human Resources Department and the supervising administrator.

Vacancies which are filled temporarily during the year, and which remain vacant for whatever reason, will then be posted as vacancies for the next school year, and teachers may submit Transfer Request Forms and will be interviewed according to the foregoing process.

Following the transfer procedures outlined, if it is determined that the proposed transfer is necessary, the Human Resources Department will notify the teacher in writing.

### D. Posting of Positions and Time Schedules

The Human Resources Department will make every attempt to provide prompt posting of teaching positions and implement the interviews with supervising administrators and their respective interview teams so that transfer decisions can be made prior to the close of school if possible. However, vacancies posted toward the close of the school year and during the summer may require a longer time sequence to fill the position due to summer vacations and problems related to scheduling interviews.

### E. Interviews

If a teacher transfer applicant interviewed for a vacancy in a specific building and was not selected, the transfer applicant may apply for subsequent posted vacancies in that building by submitting another Transfer Request Form. In this case, the building administrator and the interview team will make a decision on whether to schedule a second interview, considering the similarity of the position to the first interview, recency of the interview, and other relevant factors. If a second interview is not scheduled, the building administrator will notify the transfer applicant that his/her application will be considered and evaluated for the position along with other candidates interviewed, but a second interview will not be scheduled. If the teacher transfer applicant still desires to re-interview, the second or subsequent interview will be scheduled.

## Section B - Teachers

### F. Exit Interview

When an employee transfers to another building and/or assignment, or terminates employment with the District, the employee may request and be granted an exit interview with the principal and/or a designee from the Human Resources Department, if agreed to by all parties involved.

The District endorses the concept of exit interviews and believes valuable information can be gathered to benefit employees and the District. However, should there be extenuating circumstances, a request for an exit interview can be denied by the Human Resources Department.

### G. Administration-Initiated Transfer

Teacher transfers by request of the administration will be made only when necessary and deemed to be in the best interest of the District.

There are times when staffing needs at a particular grade level or school change due to enrollment shifts. When enrollment projections suggest that a reduced number of teachers may be needed in a grade or school, it is important that all teachers who could be impacted by such a change are informed as early as possible. This will allow the teachers being impacted to plan for the change before other options close.

There are also times when changes in enrollment significantly alter the composition of teaching positions. It may not be possible to keep the existing teacher in that position. As practicable, and consistent with the foregoing provisions, the tenured teacher in that position shall be considered a Round 1 transfer candidate for all similar vacant positions within the same area of certification. If Round 1 interviews do not result in a placement, the teacher will then be administratively transferred into a remaining vacant position within that same area of certification, as practicable. No contracts will be offered to Round 2 candidates within that field until the administrative assignment of the said teacher has been determined, as practicable, in the discretion of the Superintendent. A teacher who is administratively transferred to a position under these conditions shall retain the option to apply as a Round 1 candidate for future vacancies that may occur after the administrative transfer has been completed.

In regard to the transfer/reassignment of surplus teachers from a school due to enrollment changes (e.g., after the start of each school year), the following general policies shall apply:

1. The Superintendent, in his/her judgment, may appoint a committee to review and determine whether there is a need for reassignment/transfer of teachers due to enrollment shifts and

## Section B - Teachers

changes in the District. The Union shall be invited to participate in such meetings.

2. In the event reassignment/transfer of teachers is determined to be necessary, the principal, in consultation with the Associate Superintendent and the Human Resources Department, will make a recommendation to the Superintendent on the surplus teacher(s) in a particular school to be transferred.
3. The principal's recommendation to the Superintendent shall be based solely upon the needs and best interests of the particular school and the students enrolled there, in the judgment of the principal, and shall be not be made arbitrarily or in a discriminatory manner.
4. The Union shall be kept apprised of reassignment/transfer decisions, and shall be afforded the opportunity to participate in the process and discussions through which any recommendation for reassignment/transfer is made to the Superintendent.
5. In the event the principal (after consultation with the Associate Superintendent and Human Resources Department) wishes to recommend to the Superintendent that rank and seniority should not be followed in determining whether a particular teacher(s) will be transferred, the principal shall provide compelling justification to the Superintendent, in writing, for that decision. A justification shall be considered "compelling" for purposes of this policy statement only if, after review of the recommendation, the Superintendent believes that the best interests of the school and District are served by not following rank and seniority criteria.
6. Otherwise, if the principal does not provide a compelling justification, and assuming that qualification(s) and certification(s) are equal, tenured teachers will be allowed to remain in a school in preference to probationary teachers and the probationary teachers in preference to substitutes. In like manner, absent compelling justification, among teachers of equal rank, and assuming that qualification(s) and certification(s) are equal, the teacher or teachers in the school or department with the least accumulated seniority shall be considered to surplus.

After it is determined that an administrative transfer is necessary (for whatever reason), the teacher being considered for a transfer shall be consulted privately by his/her principal. The principal will explain the reasons for this proposed transfer and will attempt to answer any questions and provide information relative to the assignment.

## Section B - Teachers

Within three (3) days following the conference and prior to a final decision on the transfer by the Superintendent, the teacher may request to meet with the Human Resources Department, or another administrator so designated, to discuss the assignment, obtain additional information, and present any concerns about the proposed transfer. Under unusual circumstances, the Superintendent may find it necessary and in the best interest of the school system to provide an immediate transfer without the opportunity for a conference.

The Superintendent shall approve all reassignment/transfers recommendations, and his/her decision shall be final. The Human Resources Department will notify the teacher impacted by any reassignment/transfer decision, in writing (which shall include electronic mail).

Notice of transfer shall include the building location and assignment. If the specific assignment has not been finalized by the principal, the teacher will be notified promptly by the appropriate administrator as soon as the details of the assignment are known.

Notwithstanding anything to the contrary in this policy statement, the Superintendent may deny or institute any transfer for the good of the District, in his/her judgment.

### H. Exceptions Governing Transfers

Athletic coaching duties are handled by teachers of subject matter; hence, vacancies have to be filled sometimes by transfers based on the subject certification and coaching qualifications of teachers, as determined by the Superintendent.

- I. The provisions of this Article V shall not be modified during the period of time up to June 30, 2010, absent mutual agreement of the parties, or a declaration by the Board that an emergency exists, as set forth herein.

## Section B - Teachers

### **ARTICLE VI** **REDUCTIONS IN FORCE**

Reductions in force shall be determined, at all times, in accordance with law.

A. Surplus of Teachers: If there is a surplus of teachers within the District the surplus teacher or teachers shall be determined on the following general bases:

1. Assuming that qualification(s) and certification(s) are equal, tenured teachers are allowed to remain in preference to probationary teachers and the probationary teachers in preference to substitutes, as possible.
2. Among teachers of equal rank, and assuming that qualification(s) and certification(s) are equal, in the judgment of the principal with the concurrence of the Superintendent, the teacher or teachers in the school or department with the least accumulated seniority would be surplus.

B. Reduction in Teaching Staff

1. When it becomes necessary to reduce the total number of teaching positions within the District, the Board shall determine those grade levels and/or subject areas to be reduced.
2. Upon such determination, the individual(s) with the least system-wide seniority in that certification area shall be placed on an involuntary leave of absence.
3. Those individual(s) teaching at a school where a grade level or subject area is to be reduced but whose seniority prevents them from being placed on an involuntary leave of absence shall be declared to be surplus. They shall be placed in any vacant grade level or subject area in the District for which they are certified with the most senior having the first choice of vacant positions, the next most senior, and so forth.

Among teachers of equal rank, the employee with the least system-wide seniority shall be transferred, except where a teacher is responsible for certain special programs or has particular qualifications of overriding importance other than classroom teaching, that are needed somewhere, as long as there is no other qualified employee at the school site. Qualifications shall be determined by the District.

## Section B - Teachers

Notwithstanding anything to the contrary in this policy statement, no teacher shall be assigned to a school/site unless the principal/site administrator and teacher mutually consent to the placement.

4. No appointment of new employees shall be made while there are available employees on involuntary leave of absence who are properly qualified to fill such vacancies.

### C. Cancellation of Transfer

Should a determination be made on or before the last day that school offices are open before the first day of the school year that a reduction of employees is not necessary, the transferred employee shall be offered the opportunity to return to his/her original facility and grade if applicable.

- D. The provisions of this Article VI shall not be modified during the period of time up to June 30, 2010, absent mutual agreement of the parties, or a declaration by the Board that an emergency exists, as set forth herein.

## Section B - Teachers

### **ARTICLE VII** **TEACHER RIGHTS**

#### A. Use of Intercom

1. Consistent with the Board's long established policy disapproving any surveillance of teachers through intercom devices, the Board reaffirms its instruction to principals and other administrative employees that in schools and offices equipped with two-way intercom systems, an audible or other signal will be given to a room or rooms indicating when such a system is being turned on, and also reaffirms its instructions to principals and other administrative employees not to make statements or announcements over an intercom or public address system which are derogatory or critical of teachers.
2. The intercom shall not be used for paging students or staff except in extreme emergencies.
3. Announcements shall be confined to the appropriate classroom or grades if the intercom is so equipped.

#### B. Meetings

1. Teachers are required to attend all faculty and department meetings that may arise from time to time, unless excused by the principal. Faculty meetings shall be announced at least twenty-four (24) hours in advance with a written agenda, except in emergency situations. Efforts will be made to limit these meetings to no more than two (2) per month. Every effort will be made to limit the length of the meetings to not more than one hour and fifteen minutes in duration and to start faculty meetings within ten (10) minutes of dismissal of school. Faculty and department meetings shall not be held on weekends or holidays.
2. The holding of a faculty meeting will be avoided where the only purpose would be to disseminate information which can be effectively communicated by written bulletin or e-mail. The principal shall determine when faculty meetings shall be called. However, meetings shall be called only when necessary to accomplish specific purposes. Any deviations from this policy, either as to length or frequency of meetings, shall be subject to the grievance procedure. Teachers may be required to attend PTA meetings, open house events and other functions which contribute to the educational climate and community relations of the school, including outside of working hours, as directed by the

## Section B - Teachers

Superintendent, provided that such requirements are fairly and uniformly imposed.

3. Teachers shall be entitled to submit written requests for inclusion of subjects on the agenda of faculty meetings and the method of presentation thereof. If the matter is not included on the next agenda, the principal shall notify the teacher making the request either of the date when the subject will be so included or the reason for his/her refusal to do so.
4. Teachers are required to attend parent conferences and student conferences which shall be scheduled by mutual agreement of the parent/guardian and the involved staff. Employees shall not be required to conduct parent conferences during the uninterrupted portion of the lunch period. When a parent/guardian wishes to initiate a parent/guardian conference they will make an appointment with the teacher that correlates with the planning time of the teacher. Parent/guardian conferences shall not interrupt the instructional day of the teacher.
5. Professional conferences, workshops and school visits shall be organized and encouraged by the principal and or his/her designee to allow employees opportunities for professional growth.

### C. Classroom Interruptions

Classroom interruptions are to be kept to a minimum. Any interruptions found to be necessary will, whenever possible, be timed to coincide with the beginning or ending of class periods or during homeroom sessions.

### D. School Supplies Fund

The Board shall establish a supply appropriation at each school in regular grades Kindergarten to 12th. A designated portion of this fund is to be used for instructional programs, planned and developed by parents, students, teachers and administrators. The Board and the principal will make every reasonable effort to provide basic classroom supplies and textbooks to the classroom teacher before the start of the first day of school.

### E. Classroom with Specialists

When an elementary classroom is being served by a specialist, the regular classroom teacher may remain in the classroom during the specialist's lesson if he/she so desires, but shall not be required to do so. This requirement shall not be applicable to Springboard to Learning classes.

## Section B - Teachers

### **ARTICLE VIII EVALUATION**

#### A. Tenured Teachers

1. Each principal shall be responsible for evaluating the overall performance of all assigned teachers according to the Performance-Based Teacher Evaluation program adopted by the Board.
2. Tenured teachers shall also receive, each year, a form document in which they must express their intent to return (or not) the following year, to be returned within the time specified by the District and in order that the District is notified by April 15 of each year (or at some other later time specified by the District) that a teacher does not intend to return the next year.

#### B. Probationary Teachers

1. Each principal shall be responsible for evaluating the overall performance of probationary teachers according to the Performance-Based Teacher Evaluation.
2. Probationary teachers not to be retained shall be notified of their status for the following school year by April 15. Probationary teachers who are to be retained shall receive a Probationary Teacher Contract and must sign the Probationary Teacher Contract and return it to the Human Resources Department within the time period specified by the Board or within seven (7) days from the date of the letter containing the contract, whichever is longer.

#### C. Responsibility for Evaluation

The principal shall assume responsibility for the evaluation of teachers.

#### D. Suggestions for Improvement

Before making a final "Unsatisfactory" or "Needs Improvement" evaluation of a teacher in the instruction areas, the principal, after adequate observation and consultation and attempts at remediation, shall provide the teacher with written suggestions for improvement. The principal's written decision shall be well documented after consultation with the teacher.

#### E. Written Response

If a teacher wishes to attach a written response to his/her original written evaluation, the teacher shall do so within three (3) school days after

## Section B - Teachers

receipt of the written evaluation. Affixing a signature signifies receipt not agreement.

### F. Standards and Criteria

1. Within thirty (30) days of job assignment or any change in the evaluation form, standards, criteria and procedures, teachers shall be fully informed in writing as to the evaluation form, standards, criteria and procedures used for evaluation of their performance.
2. Conference(s) with the administrator which may lead to demotion, transfer, reprimand (letter), suspension or dismissal must be in writing stating the subject of the conference, providing at least twenty-four (24) hours notice, and informing the employee that he/she is entitled to Union representation at the meeting.
3. An observation may not be relied on to support an unfavorable evaluation of the employee unless a written statement of the observation is given to the employee within five (5) school days following the observation. All classroom observations shall be completed no later than April 30. Evaluations for ten (10) month and ten and one-half (10½) month personnel shall be completed by May 30 of each year, and for twelve (12) month personnel no later than June 30 of each year. No employee shall receive a "Needs Improvement" rating solely because he/she was absent on an authorized leave.

G. Revision of Evaluation Form. Upon adopting an annual evaluation for teachers, the Board will discuss with the Union any changes from the present evaluation form. Teachers shall be informed of any change in the evaluation format at least thirty (30) days prior to implementation of the change.

H. Prior to the end of the 2009 calendar year, in consultation with the Union, or at such later time as may be agreed, the Board will adopt and implement, in accordance with its previous resolution, a system of peer review based upon the "Toledo Model" and will implement such system to the extent it is consistent with the terms of this policy statement.

## Section B - Teachers

### ARTICLE IX EDUCATIONAL CONSIDERATIONS

#### A. System-Wide Parent Conference Days

1. System-wide Parent Conference Days shall be held twice each school year. The work days for teachers on such days shall be 11:30 a.m. to 6:00 p.m. Parents shall make appointments in order to set up a schedule. Staff shall be allowed an uninterrupted thirty (30) minute duty-free lunch. Parents shall be advised by the administration of the hours that appointments may be scheduled. Alternative scheduling of Parent Conference Days shall be decided by mutual consent of the teachers and principal. Parents/guardians will be notified of the new hours.
2. Administrators, in individual cases and in extenuating circumstance on the part of teachers and/or parents, may distribute report cards.
3. Employees shall be provided time to confer with their own child(ren)'s teachers, if their child(ren) are attending District schools.
4. A teacher may request the school safety officer to provide an escort to his/her automobile if a safety officer is assigned to that location. The appropriate police district shall be informed of the change in school hours on Parent Conference Days.

#### B. Textbook Committees

1. All textbooks and curriculum materials shall be recommended by the Teaching and Learning Division. These textbooks and materials shall be selected by committees of teachers, administrators and others, as determined by the Superintendent or his/her designee. The committees will examine the recommended books and materials to determine reading levels and the general suitability of all materials selected. Multiple adoption of textbooks will be recommended when no single series of textbooks best meets the needs of students throughout the school system.
2. The textbooks chosen shall reflect the heterogeneous nature of American society by giving adequate coverage to racial, ethnic and religious diversity as well as the elimination of gender bias.
3. The Superintendent or his/her designee will inform the president of the Union at the time of formation of such committees and outline the committees' goals and purposes. The president of the Union shall be invited to nominate one or more persons to any committee functioning under this section. The Superintendent or his/her

## Section B - Teachers

designee will name at least one (1) of the nominees to such committees.

### C. Curriculum Committee

1. The curriculum committee shall plan and advise on basic educational policies, curriculum revision and other matters related to the improvement of the educational program.
2. In revising the curriculum, each committee shall seek the best information and advice available which the area and profession can provide. Provision shall be made for courses that study the contributions of racial and ethnic minorities to American life. The committee shall consult with the teachers, and policies shall be recommended after due consideration.
3. The curriculum committee shall continue to function during the implementation of the revised curriculum.
4. The Superintendent or his/her designee will inform the president of the Union at the time of the formation of such committees and outline the committees' goals and purpose. The president of the Union shall be invited to nominate one or more persons to any committee functioning under this section. The Superintendent or his/her designee will name at least one (1) of the nominees to such committee.

### D. Other System/District Wide Committees

1. The Superintendent or his/her designee will inform the president of the Union at the time of the formation of such other committees calling for teacher participation and outline the committees' goals and purposes.
2. The president of the Union shall be invited to nominate one (1) or more persons to any committee functioning under this section. The Superintendent or his/her designee will name at least one of the nominees to such committee, professional conferences, workshops and school visitations.

### E. Professional Conferences, Workshops and School Visitations

Employees upon request may be granted leaves for the purpose of attending educational workshops and conferences conducive to professional growth, or for the purpose of visiting other approved classrooms, either in or outside of this school system.

## Section B - Teachers

### F. Field Trips

1. Teachers may schedule field trips for students after approval by the principal. Scheduling and approval shall be on an equitable basis.
2. Teachers shall not be required to use their automobile in transporting school children.

### G. Audiovisual Equipment

1. Audiovisual equipment shall be available to teachers for use in their instructional programs.
2. Audiovisual equipment shall be stored in a safe place at the school, as directed by the principal.
3. Distribution and maintenance of audiovisual equipment in elementary and middle schools shall be the responsibility of an employee who is designated by the principal. If, after consultation with the employee, such distribution and maintenance interferes with the employee's teaching duties and necessitates the performance of such work after school hours, the employee will be compensated at a rate approved by the Board.

### H. Instructional Material

1. All instructional materials which have been authorized for classroom use shall be delivered promptly after they are received by the school system.
2. A list of all authorized material shall be available.

### I. Apprentice Teachers and Stipends

1. Apprentice teachers shall be assigned to a school by the Superintendent or his/her designee.
2. Teachers shall be asked to volunteer to receive or reject student teachers in their classroom.
3. A list of teachers willing to accept student teachers shall be developed and updated annually by the principal/immediate supervisor.
4. If there are no teachers willing to voluntarily accept apprentice teachers, then the principal or his/her designee shall assign teachers accordingly.

## **Section B - Teachers**

5. When stipends for apprentice teachers are paid to the department or school funds, expenditures thereof shall be determined by the department members or school faculty, under the supervision of the principal/site administrator.

### **J. No Custodial Duties**

It is not the policy of the Board to require teachers to perform custodial duties in or around the classroom. However, in an emergency, teachers may voluntarily do such minor chores as may be necessary for the smooth functioning of the class.

### **K. Assistance for New Teachers**

1. The Board and the Union agree that special attention and supportive help and guidance in classroom techniques shall be provided the new teacher. All available resources, including principals, assistant principals, literacy specialists, department heads and administrative assistants, as well as the experience and diverse abilities of all teachers, should be utilized to help orient the new teacher.
2. In accordance with Missouri Teacher Certification standards, new teachers will be assigned a mentor teacher and participate in a mentor program as established by the Board during the entry-year.

### **L. Other Considerations**

The District will provide certificated employees such materials and facilities as may be required to perform their positions, in accordance with MSIP standards, as determined by the District.

## Section B - Teachers

### **ARTICLE X** **SCHOOL DAY/WORK WEEK**

1. Certificated staff, other than Library Media Specialists, are expected to arrive and are on duty fifteen (15) minutes prior to their assigned schedule of classroom instruction or preparation period when one is assigned for the first period. Library Media Specialists shall report for duty 30 minutes prior to the beginning of the instructional day and cease daily duty 30 minutes after the end of the instructional day. Library Media Specialists shall be paid on the 10 ½ month salary schedule. All certificated staff shall work required instructional time and planning periods.
2. The instructional portion of the school day shall equal 6 hours and 28 minutes, which time period does not include a 30 minute lunch period.
3. Certificated employees are normally expected to remain on the school premises during any unassigned periods, except in emergency situations, in which case they are to notify the principal. Certificated employees assigned to more than one school in a day shall be allowed reasonable travel time between assignments. This travel time shall be in addition to their duty-free lunch period. Certificated employees shall also attend such meetings and conferences as traditionally required by the administration.
4. Each teacher shall have an uninterrupted duty-free lunch period of at least thirty (30) minutes. If teachers leave the grounds during this thirty (30) minute period, they shall report their absence to the principal or his/her designee before leaving the building and upon returning to the building.
5. The scheduled school day extends through the last class assignment or preparation period when one is scheduled for the last period. Teachers are expected to remain on school property and are on duty ten (10) minutes after the last class assignment or preparation period.
6. Substitution of a regular teacher for another teacher's class shall be voluntary, except that when a volunteer is not available, the principal shall make assignments that will insure the proper functioning of the school. In an elementary, middle or high school, pay for substitution shall be at the rates authorized by the Board.
7. Each teacher in a middle or high school shall be scheduled uninterrupted, duty-free preparation time following MSIP

## Section B - Teachers

Guidelines. This preparation period shall be equivalent to a class period.

8. Elementary teachers shall be scheduled for duty-free preparation time following MSIP guidelines inclusive of duty-free periods.
9. The sign-in sheet (or electronic equivalent) shall be placed in a convenient location and shall be kept in that location one-half hour after teacher arrival time. Teachers must sign-in (or log in electronically) personally only at their regular place of employment. The sign-in sheet (or electronic equivalent) shall be returned to that location (or continue to be available) one-half hour before teacher departure time.

## **Section B - Teachers**

### **ARTICLE XI** **CLASS SIZE**

The Board shall follow MSIP guidelines in respect to class size. Class size shall be adjusted in all schools within reasonable time limits in order to insure compliance with guidelines. Student load shall be equitably distributed throughout the District. Further, the District is committed to using, as practicable, the DESE desirable class size standard.

## Section B - Teachers

### ARTICLE XII SALARY AND RATES OF PAY

- A. The salary and rates of pay for the regular school year effective for the period of July 1, 2008 - June 30, 2009, and July 1, 2009 - June 30, 2010 for all certificated employees in the represented unit are established herein as follows:
1. Certificated Salary Schedule (Attached as Appendix B-1).
  2. Secondary Physical Education and Athletics - After School Activity (Attached as Appendix B-2).
  3. Non-Athletic Extra Pay for Extra Duty (Attached as Appendix B-3).
  4. Department Head Pay (Attached as Appendix B-4).
  5. Continuing Substitutes Pay (Attached as Appendix B-5).
- B. During the term of this policy statement, each employee shall advance one step on the salary schedule for each year of employment until they reach the maximum step. Advancement on the salary schedule requires a minimum of one (1) semester or one hundred (100) days of satisfactory service in the school year previous to the advancement.
- C. Any employee who has obtained 15 or more graduate level college or university credit hours after receiving his or her B.A. or B.S. degree may advance to the corresponding step on the BA+15 salary schedule. (The BA+15 schedule, and the corresponding +15 schedule for librarians, shall be closed to employees who commence working for the District on or after July 1, 2009.) Any employee who has obtained 15 or 30 graduate level college or university credit hours after receiving his or her M.A. degree may advance to the corresponding step on the MA+15 or MA+30 salary schedule. Salary credit may be granted at the beginning of the pay period following receipt of the degree or completion of the courses from an accredited college or university provided the transcript is received no later than one (1) month after receipt of the degree. Otherwise, the salary increment will become effective the pay period following the receipt of the transcripts.
- D. For any graduate course work to be considered by the Board to warrant advancement on the salary schedules, the employee must obtain prior approval from the Human Resources Department before commencing or continuing such course work.
- E. Following approval of this policy statement by the Board and Union, and in the event a retroactive pay adjustment is necessary, the Board will offset from any pay adjustment due the employee any amounts due the

## **Section B - Teachers**

District. The amounts due the District are the result of extra pay received by employees during the 2008-2009 school year because of the change in the number of days in the school year from 210 days to 213 days, and the manner in which employees have been paid up to the date the policy statement is approved. Otherwise, recovery by the District of any extra pay will be reflected in the employee's final paycheck(s) for the 2008-2009 school year.

- F. The salary and rates of pay for the regular school year effective for the period of July 1, 2010 through June 30, 2011 shall be negotiated by the parties at a later date.
- G. The provisions of this Article XII shall not be modified during the term of this policy statement, absent mutual agreement of the parties, or a declaration by the Board that an emergency exists, as set forth herein.

## Section B - Teachers

### **ARTICLE XIII** **DEPARTMENT HEADS/TEAM LEADERS**

- A. Department head/team leaders are authorized for all high schools, middle schools and the technical center.
- B. High schools shall be assigned department heads in all departments. Additional department heads shall be assigned based on a determination of need as recommended by the principal and upon the approval of the Superintendent.
- C. Middle schools shall be assigned four (4) team leaders.
- D. High school department heads with four to nine (4-9) teachers in their department will receive one period daily to conduct department duties. Those with ten (10) or more will receive two (2) periods per day.
- Four to Nine (4-9) teachers in department - one (1) period per day
- Ten (10) or more teachers in department - two (2) periods per day
- E. Except for emergencies, department heads/team leaders will not be assigned to substitute duty.
- F. Department heads/team leaders are selected by the principal from applications turned in each spring, and their term shall expire at the end of each school year. Employees have the right to decline filling out an application. However, if no applications are received, the principal reserves the right to appoint a department head without an application.

## Section B - Teachers

### **ARTICLE XIV** **SUMMER SCHOOL ASSIGNMENTS**

- A. The Board shall notify all teachers of summer school openings on or about May 1 of each year through personnel bulletin Boards located throughout the district.
- B. All applications for summer school employment shall be returned to the Human Resources Department within (10) ten working days after notification of openings.
- C. The Superintendent or his/her designee, in consultation with school principals, shall consider applications from all areas and shall select applicants for summer school teaching assignments. Preferences shall be given to teachers seeking to work in the school to which they are assigned during the regular school year based on their seniority within rank, subject to their having the qualifications necessary to fill the openings in question.
- D. Teachers normally will not be assigned to summer school for more than two consecutive summers, provided qualified applicants are available and further provided that the summer school openings are not restricted to teachers in a specially funded program.
- E. All successful applicants shall be notified of their assignment as soon as possible, but before the end of the school year.
- F. The Board will furnish to the Union, by July 30 of each year, one complete list of all employees in summer school positions. The list will be in alphabetical order by last name and will show the employees' addresses.
- G. While the administration recognizes the summer school policy of working two (2) consecutive summers and seniority, the Superintendent reserves the right to appoint staff to summer school positions when experience and other skills and abilities warrant it.

## **Section B - Teachers**

### **ARTICLE XV DISCIPLINE AND DISCHARGE**

- A. No employee shall be reprimanded except for just cause. A copy of any written reprimand will be given to the employee.
- B. No teacher shall be reduced in rank or compensation, discharged or otherwise separated from employment except for the reasons stated in § 168.221, R.S.Mo., or if the teacher voluntarily abandons his/her job.
- C. Any discipline of an employee by a principal or his/her designee shall be conducted in private. Any discipline that may result in written notation in the employee's personnel file shall be given only after twenty-four (24) hours written notice to the employee of the time and purpose of the meeting and the employee's right to Union representation.

## **Section C - Secretarial/Clerical**

### **SECRETARIAL/CLERICAL EMPLOYEES**

#### **ARTICLE I RECOGNITION**

- A. The Board recognizes that the Union has been designated as the exclusive bargaining representative for the following non-certificated personnel of the District as follows:
- B. Persons employed by the District in the categories known as secretarial and clerical excluding the following positions:

Administrative Control Supervisor  
Typist III's assigned to Purchasing Division  
All daily substitute clerks  
All secretarial/clerical in Human Resources Department  
All secretarial/clerical in Budget Office

and excluding clerical employees to the following administrators and administrative offices:

Superintendent  
Chief of Staff  
Treasurer  
Deputy Superintendent  
Associate Superintendents  
Assistant to the Superintendent  
Human Resources  
Director of Finance  
Director of Budget  
Planning Research and Evaluations  
Commissioner of Building and Grounds

- C. The term "employee" when used in Section C of this policy statement means a person within the categories known as secretarial and clerical with the foregoing exclusions.

## Section C - Secretarial/Clerical

### ARTICLE II EMPLOYMENT CONDITIONS

#### A. School/Work Day

1. All employees are normally expected to remain at their work site except in emergency situations, in which case they are to notify the principal and/or immediate supervisor. Employees assigned to more than one location in a day shall be allowed reasonable travel time between assignments. This travel time shall be in addition to their duty-free lunch period.
2. Each full-time employee shall have an uninterrupted duty-free lunch period of at least thirty (30) minutes. If employees leave the grounds during this thirty (30) minute duty-free lunch period, they shall report said absence to the principal/supervisor or his/her designee before leaving the building and upon returning to the building. There shall be strict adherence to arriving back on time for an assigned duty.
3. Employees working an eight (8) hour work day shall be allowed a thirty (30) minute unpaid lunch in addition to the eight (8) hours of work for which they are paid. In addition, each employee assigned to an eight (8) hour work day shall be allowed a fifteen minute paid break before lunch and a second fifteen minute paid break after lunch. The two paid breaks shall be included in the eight hours of work and shall not be in addition thereto. Part-time employees shall receive a paid fifteen minute break.
4. The sign-in sheet (or electronic equivalent) shall be placed in a convenient location and shall be kept in that location for one-half hour after the employee's scheduled arrival time. The sign-in sheet shall be returned to that location (or continue to be available) one-half hour before employee's departure time. Employees must sign in (or log in electronically) personally, at their regular place of employment.
5. This Section A shall not be modified during the term of this policy statement, absent mutual agreement of the parties, or a declaration by the Board that an emergency exists, as set forth herein.

#### B. Job Description

Every employee shall be provided with a current copy of the job description for their position.

## **Section C - Secretarial/Clerical**

### **C. Hours of Work**

1. Forty (40) hours shall constitute the required weekly hours of service for all regular full-time non-certificated employees. The employee's salary is for a forty (40) hour work week.
2. Employees will be assigned to overtime work when there are no qualified volunteers.
3. When an employee is authorized to work and does work beyond the required forty (40) hours per week, the Board shall pay the employee for all overtime worked at the rate of one and one-half times the employee's normal hourly rate, in accordance with law.
4. Part-time employees who are required to work beyond their regular scheduled hours will be compensated at their regular hourly rate for time worked. If part-time employees are required to work beyond forty (40) hours per week, they shall be compensated as provided in Section 3 above.
5. Overtime assignment records will be reviewed quarterly by the appropriate Associate Superintendent. The District will attempt, as practicable, to rotate overtime assignments on the basis of experience and qualifications for a particular assignments. Efforts will be made to distribute overtime assignments as fairly and equitable as is practicable.
6. This Section C shall not be modified during the term of this policy statement, absent mutual agreement of the parties, or a declaration by the Board that an emergency exists, as set forth herein.

### **D. Non-Secretarial Clerical Duties**

Secretarial/clerical employees shall not perform any first aid duties nor dispense any medications unless they have been trained for these responsibilities.

### **E. Orientation**

The first day at a new work site, the newly hired or newly transferred secretarial/clerical employee shall be given orientation by his/her new supervisor at the assigned location. Full pay and benefits shall be given the employee for this day's activities.

## Section C - Secretarial/Clerical

### F. Other Responsibilities

It is recognized that student supervision, administrative and supervisory duties, and medical or first aid duties shall be the responsibility of the location supervisor. However, the secretarial/clerical employees may assist in these duties when an emergency situation exists.

### G. Job Task Priorities

The establishment of job task priorities shall be the responsibility of the location supervisor.

### H. Space and Equipment

Secretarial/clerical employees shall be provided with necessary supplies and equipment. Clerical employees shall also be afforded the most adequate space available at each location for their job.

### I. Workshops

1. The Board will provide data-driven professional development in accordance with DESE standards.
2. Members of the Secretarial/Clerical Unit acknowledge that professional development is an obligation of their employment. As such they agree that attendance at all professional development sessions scheduled for the Secretarial/Clerical Unit is a requirement.

### J. Vacancies

When there is an opening in any school or other location, non-certificated employees may apply for a transfer to that school or other location. The Human Resources Department shall announce on personnel bulletin boards located throughout the district potential openings for the next school year during the spring semester.

### K. Reduction in Force

#### 1. Guidelines

- a. The required number of employees in jobs where reductions are to be made shall be placed on involuntary leave of absence, and such matters will be determined in accordance with law, as are the provisions of this policy statement.

## Section C - Secretarial/Clerical

- b. Such employees may be assigned to other positions for which they are qualified rather than being placed on leave of absence.
- c. Any employee laid off shall be placed in any vacant position for which he/she is qualified.

### 2. Procedures

- a. Determine jobs that will be eliminated.
- b. Identify persons serving in the eliminated jobs by name, job position, system-wide appointment date, and previous positions held provided they possess the required skills within the job description.
- c. Identify authorized vacancies and reassign displaced staff that are qualified for such positions based on seniority.
- d. Prepare a seniority list for all affected jobs for use by Human Resources Department. For example, if an administrative secretary position has been eliminated, a seniority list for secretarial/clerical jobs will be prepared.

### 3. Recall

- a. At time of placement on leave of absence, a displaced employee shall advise the Human Resources Department in writing of whether or not the displaced employee desires to be considered for reassignment.
- b. After displaced employees have been placed on leave of absence, they will be offered new openings that occur for which they are qualified based on inverse order of their placement on leave of absence.
- c. If a displaced employee refuses an offer of reassignment, such employee shall be deemed to have resigned and shall not be qualified for further recall.
- d. Employees placed on involuntary leave of absence shall provide the District with a current address and phone number. The District shall provide, by certified mail, a notice of recall to the employee at that address. The displaced employee shall notify the District in writing within thirty (30) calendar days on intent to return. If the District is not notified in the specified time, the employee shall be deemed to have abandoned recall rights.

## **Section C - Secretarial/Clerical**

### **L. Cancellation of Transfer**

Should a determination be made on or before the last day that school offices are open, that a reduction of employee staff at a site is not necessary, the transferred employee shall be offered the opportunity to return to his/her original facility in his/her position, if applicable.

## Section C - Secretarial/Clerical

### **ARTICLE III** **EVALUATION**

#### A. Evaluation - Permanent and Probationary Employees

1. Permanent employees shall be evaluated every year. The period evaluated shall cover the employee's assigned work year.
2. Probationary employees shall be evaluated at least every three (3) months.
3. The principal and/or immediate supervisor, herein called evaluator, shall assume responsibility for the evaluation given the employees.
4. Before making a final overall "Needs Improvement" or "Unsatisfactory" evaluation of an employee, the evaluator, after adequate observation, consultation and attempts at remediation shall provide the employee with written suggestions for improvement when appropriate. The evaluator's written decision shall be documented after consultation with the employee.
5. No employee shall receive a "Needs Improvement" rating solely because he/she was hospitalized, absent on an authorized leave of absence or absent as a result of documented and verified extenuating circumstances which, in the reasonable judgment of the evaluator, are beyond the employee's control.
6. If an employee wishes to attach a written response to a formal written evaluation, the employee shall do so within three (3) working days after receipt of the written evaluation.
7. In adopting or revising evaluation forms, no changes will be made without prior consultation and discussion with the Union. Employees shall be informed of any change in the evaluation form within the first thirty (30) days of their assignment to a work site.
8. Employees shall be fully informed of the evaluation form, standards, criteria and procedures used for evaluation within the first thirty (30) days of their assignment to a work site.
9. Conference(s) with an administrator which may lead to demotion, transfer, reprimand (letter), suspension or dismissal must be in writing, stating the subject of the conference, providing at least twenty-four (24) hours notice and informing the employee that he/she is entitled to Union representation at the meeting.
10. An observation may not be relied on to support an unfavorable evaluation of the employee unless a written statement of the

## **Section C - Secretarial/Clerical**

observation is given to the employee within three (3) school days following the observation.

## Section C - Secretarial/Clerical

### ARTICLE IV OTHER FRINGE BENEFITS

#### A. Holiday Pay

All regular secretarial/clerical employees shall receive pay for holidays according to the school calendar as it applies to all Board employees. Holiday pay will be authorized for employees for only those holidays for which the employee is not scheduled to work and which are within the school work year. In order to be eligible for holiday pay, the employee must work the scheduled work day prior to and following the holiday, with the exception of a granted leave of absence with pay and/or paid absence due to continuing illness or death in family. July 4 will be a paid holiday for all regularly appointed fifty-two (52) week employees who are scheduled to work during the summer.

#### B. Jury Duty

A regular employee who is absent because he or she is performing jury duty in a state or federal court shall be paid the difference, if any, between the employee's regular salary and the remuneration he or she received as a juror.

#### C. Joint Committee for a Career Ladder Program

The Board and the Union shall each designate no more than three (3) persons to constitute a joint committee whose function shall be to study, develop and present to the Human Resources Department for consideration a career ladder program to advance and maintain continuity of employment for all non-certificated employees.

## Section C - Secretarial/Clerical

### ARTICLE V SALARY AND RATES OF PAY

#### A. Salaries

1. The 2008-2009 salary schedule for secretarial/clerical employees (which is contained within Appendix C) becomes effective July 1, 2008.
  2. Prior to December 31, 2009, or such other date as the parties may agree, a committee comprised of representatives of the Union, and representatives of the District appointed by the Superintendent or his/her designee, shall meet and review and study the method of pay, current salaries, ranges, and classifications of non-certificated employees, as discussed during the meet and confer sessions leading to the approval of this policy statement. The committee shall come up with a salary proposal for the 2009-2010 and 2010-2011 school years, to be presented to the Union and the Board for approval.
- B. The provisions of this Article V shall not be modified during the term of this policy statement, absent mutual agreement of the parties, or a declaration by the Board that an emergency exists, as set forth herein.
- C. To the extent that the District made any overpayments to employees as a result of the change in the number of days in the school year in 2008-2009, as set forth in Article XII, Section E, of Section B (Teachers), such overpayments will be offset from any retroactive pay adjustment that may be made to employees as a result of the provisions of this policy statement.

## Section C - Secretarial/Clerical

### ARTICLE VI SUMMER SCHOOL ASSIGNMENTS

- A. The Board shall notify all employees of summer school openings on personnel bulletin boards located throughout the district on or about May 1 of each year.
- B. All applications for summer school employment shall be returned to the Human Resources Department within ten (10) days after notification of openings.
- C. Associate Superintendents or their designee(s), in consultation with school principals, shall consider applications for secretarial/clerical assignments and shall select applicants for summer school assignments using the following criteria in filling summer school positions:
  - 1. A rating of "Satisfactory" or better
  - 2. Prior summer school experience
  - 3. Length of service as a secretarial/clerical employee in the District.
- D. Secretarial/clerical employees will not be assigned to summer school for more than two consecutive summers, provided qualified applicants are available and further provided that the summer school openings are not restricted to secretarial/clerical employees in a specially funded program.
- E. Work in a summer school assignment for 10, 10½ and 11 month employees constitutes extra service. If it becomes necessary to reduce positions after applicants have been chosen, positions will be eliminated at the discretion of the Superintendent.
- F. All successful applicants will be notified of their assignments as soon as possible but before the end of school.
- G. The Board will furnish to the Union by July 30 of each year one complete list of all employees in summer positions. The list will be in alphabetical order by last name and will show the employee's address.
- H. While the administration recognizes the summer school policy of working two (2) consecutive summers and seniority, the Superintendent reserves the right to appoint staff to summer school positions when experience and other skills and abilities warrant it.
- I. Substitute secretarial/clerical employees should not be eligible for summer school assignments unless no other staff is available.

## **Section C - Secretarial/Clerical**

### **ARTICLE VII FEDERAL FUNDING**

Employees in federally funded programs must meet the same requirements expected of all employees unless there are special requirements contained in the federal program. They have the same rights and benefits as are enjoyed by employees in locally funded programs unless modified by the terms of employment established for the federal program.

## **Section C - Secretarial/Clerical**

### **ARTICLE VIII DISCIPLINE AND DISCHARGE**

- A. No employee shall be reprimanded except for just cause. A copy of any written reprimand will be given to the employee.
- B. No secretarial/clerical employee shall be reduced in rank or compensation, discharged or otherwise separated from employment, except for the reasons stated in §§ 168.251 through 168.291, R.S. Mo., unless the employee voluntarily abandons his/her job.
- C. Any discipline that may result in written notation in the employee's personnel file shall be given only after twenty-four (24) hours written notice to the employee of the time and purpose of the meeting and the employee's right to Union representation.

## Section D - Paraprofessionals

### PARAPROFESSIONALS

#### ARTICLE I RECOGNITION

The Board recognizes that the Union has been designated as the exclusive bargaining representative for the following non-certificated personnel of the District.

Attendance Assistant	Offset Press Operator II
Audiovisual Assistant	Photo Lab Technician
Audiovisual Technician	Photographer
Book-Clerk Treasurer	Program Assistant
Child Care Attendant	Safety Officer I
Library Media Specialist Assistant	Safety Officer II
Shipping & Receiving Clerk	Special Education Instruction and
Media Specialist Assistant	Care Assistant
Offset Operator I	Teacher Assistant

The term "employee" when used in Section D of the policy statement means a person within any of the foregoing classifications.

## Section D - Paraprofessionals

### ARTICLE II EMPLOYMENT CONDITIONS

#### A. School/Work Day

1. Employees are normally expected to arrive ten (10) minutes prior to their work assignment with the exception of twelve (12) month employees.
2. All employees are normally expected to remain at their work site except in emergency situations, in which case they are to notify the principal and/or immediate supervisor. Employees assigned to more than one location in a day shall be allowed reasonable travel time between assignments. This travel time shall be in addition to their duty-free lunch period.
3. Each employee shall have an uninterrupted duty-free lunch period of at least thirty (30) minutes. If employees leave the grounds during this thirty (30) minute duty-free lunch period, they shall report said absence to the principal/supervisor or his/her designee before leaving the building and upon returning to the building. There shall be strict adherence to arriving back on time for an assigned duty.
4. The sign-in sheet (or electronic equivalent) shall be placed in a convenient location and shall be kept in that location for one-half hour after the employee's scheduled arrival time. The sign-in sheet shall be returned to that location (or continue to be available) one-half hour before employee's departure time. Employees must sign in (or log in electronically) personally, at their regular place of employment.
5. The District will attempt to rotate overtime assignments on the basis of experience and qualifications needed to perform a particular assignment. Overtime assignment records will be reviewed quarterly by the Superintendent or designee and efforts will be made to distribute overtime as fairly and equitably as is possible.
6. This Section A shall not be modified during the term of this policy statement, absent mutual agreement of the parties, or a declaration by the Board that an emergency exists, as set forth herein.

#### B. Relief Breaks

Employees who work eight (8) hours per day may be granted two (2) fifteen (15) minute relief breaks during their scheduled work day. Half-

## Section D - Paraprofessionals

time employees will be entitled to one relief break. Such relief breaks shall be taken at the discretion of the employee but must have the approval of the immediate supervisor. This provision shall not be modified during the term of this policy statement, absent mutual agreement of the parties, or a declaration by the Board that an emergency exists, as set forth herein.

### C. Professional Development Training

The Board shall provide employees with appropriate Professional Development training on a continuing and regular basis to introduce new skills and techniques. Such Professional Development training shall be posted on the District's website. Employees are encouraged to suggest appropriate topics for in-service training to be submitted to the Division of Professional Development.

### D. Duties and Assignments

All regular duties and emergency assignments at a given location are to be assigned in accordance with each employee's job description. The duties and assignments will be made on a fair and equitable basis.

### E. Vacancies

If there is an opening in any school or other location, non-certificated employees may apply for a transfer to that school or other location. The Human Resources Department shall announce on personnel bulletin boards located throughout the district potential openings for the next school year during the spring semester.

### F. Reduction in Force

#### 1. Guidelines

- a. The required number of employees in jobs where reductions are to be made shall be placed on involuntary leave of absence, and such matters will be determined in accordance with law, as are the provisions of this policy statement.
- b. Such employees may be assigned to other positions for which they are qualified rather than being placed on leave of absence.
- c. Any employee laid off shall be placed in any vacant position for which he/she is qualified.

## Section D - Paraprofessionals

### 2. Procedures

- a. Determine jobs that will be eliminated.
- b. Identify persons serving in the eliminated jobs by name, job position, system-wide appointment date, and previous positions held provided they possess the required skills within the job description.
- c. Identify authorized vacancies and reassign displaced staff that are qualified for such positions based on seniority.
- d. Prepare a seniority list for all affected jobs for use by Division of Human Resources. For example, if an administrative secretary position has been eliminated, a seniority list for secretarial/clerical jobs will be prepared.

### 3. Recall

- a. At time of placement on leave of absence, a displaced employee shall advise the Human Resources Department in writing of whether or not the displaced employee desires to be considered for reassignment.
- b. After displaced employees have been placed on leave of absence, they will be offered new openings that occur for which they are qualified based on inverse order of their placement on leave of absence.
- c. If a displaced employee refuses an offer of reassignment, such employee shall be deemed to have resigned and shall not be qualified for further recall.
- d. Employees placed on involuntary leave of absence shall provide the District with a current address and phone number. Permanent paraprofessionals will be recalled first by inverse order of layoff. Provided the paraprofessionals on layoff have all of the requisite qualifications, no new paraprofessional will be hired until the paraprofessionals on layoff have been recalled, have declined, and/or failed to accept a recall.

### G. Work day for Paraprofessionals

1. The regular work day for all Teacher Assistants shall be a total of seven hours, which time period includes a thirty (30) minute duty free unpaid lunch.

## Section D - Paraprofessionals

2. The regular work day for all Instructional Care Attendants shall be a total of seven hours and twenty-eight minutes, which time period includes a thirty (30) minute duty free unpaid lunch.
3. The regular work day for all Library Media Specialist Assistants shall be eight hours, which time period includes a thirty (30) minute duty free unpaid lunch.
4. The regular work day for all Book Clerk Treasurers, Child Care Attendants, Safety Officers I and II, and Child Care Assistants shall be eight hours, which time period includes a thirty (30) minute duty free unpaid lunch.
5. The regular work day for any other paraprofessional employee(s) shall be as determined by the District.
6. The regular salary received by all paraprofessional employees constitutes pay for all regular hours worked, plus pay for meetings and other time worked outside the regular work day that have been traditionally required by the District of paraprofessional employees. Paraprofessional employees who work more than forty (40) hours in a week shall be entitled to overtime pay, as required by law.
7. This provision shall not be modified during the term of this policy statement, absent mutual agreement of the parties, or a declaration by the Board that an emergency exists, as set forth herein.

## Section D - Paraprofessionals

### **ARTICLE III EVALUATION**

#### A. Evaluation – Permanent and Probationary Employees

1. Permanent employees shall be evaluated every year. The period evaluated shall cover the employee's assigned work year.
2. Probationary employees shall be evaluated at least every three (3) months.
3. The principal and/or immediate supervisor, herein called evaluator, shall assume responsibility for the evaluation given the employees.
4. Employees shall be fully informed of the evaluation form, standards to be used by the principal/immediate supervisor, criteria and procedure for evaluation purposes within the first thirty (30) days of their assignment to a given work location.
5. Before making a final overall "Needs Improvement" or "Unsatisfactory" evaluation of an employee, the evaluator, after adequate observation, consultation and attempts at remediation shall provide the employee with written suggestions for improvement when appropriate. The evaluator's written decision shall be documented after consultation with the employee.
6. No employee shall receive a "Needs Improvement" rating solely because he/she was hospitalized, absent on an authorized leave of absence or absent as a result of documented and certified extenuating circumstances which are beyond the employee's control.
7. If an employee wishes to attach a written response to a formal written evaluation, the employee shall do so within three (3) working days after receipt of the written evaluation.
8. In adopting or revising evaluation forms, no changes shall be made without prior consultation and discussion with the Union.

#### B. Standards and Criteria

1. Conference(s) with an administrator which may lead to demotion, transfer, reprimand (letter), suspension or dismissal must be in writing, stating the subject of the conference, providing at least twenty-four (24) hours notice, and informing the employee that he/she is entitled to Union representation at the meeting.

## **Section D - Paraprofessionals**

2. An observation may not be relied on to support an unfavorable evaluation of the employee unless a written statement of the observation is given to the employee within three (3) school days following the observation.

## Section D - Paraprofessionals

### **ARTICLE IV** **TEACHER ASSISTANTS**

- A. If the qualifications of a teacher assistant, including any performance with the Board, are equal to those of new applicants, the teacher assistant will be given preferential consideration for an open teaching position. When two (2) or more teacher assistants are to be considered and their qualifications are equal, their length of service with the District will be considered, among other factors, including qualifications.
- B. Teacher assistants shall not be required to perform duties which are the responsibility of the custodian.
- C. Teacher assistants shall not be assigned office clerical duties on a regular and/or continuing basis. They may be assigned these duties under emergency conditions only.
- D. Summer School Assignment for Teacher Assistants
  - 1. The Board shall notify all teacher assistants of summer school openings on personnel bulletin boards located throughout the district and/or on or about May 1 of each year.
  - 2. All applications for summer school employment shall be returned to the Human Resources Department within ten (10) days after notification of openings.
  - 3. Associate Superintendents or their designee(s), in consultation with school principals, shall consider applications for teacher assistants and shall select applicants for summer school assignments. Preference shall be given to teachers assistants seeking to work in the school to which they are assigned during the regular school year and the following criteria shall be used by the Associate Superintendents in filling summer school positions:
    - a. A rating of "Satisfactory" or better
    - b. Prior summer school experience
    - c. Length of service as a teacher assistant in the District.
  - 4. Teacher assistants will not be assigned to summer school for more than two (2) consecutive summers, provided qualified applicants are available and further provided that the summer school openings are not restricted to teacher assistants in a specially funded program.

## Section D - Paraprofessionals

5. All successful applicants will be notified of their assignments as soon as possible, but before the end of school.
  6. The regular hourly rate of pay for summer school teacher aides and assistants shall be the same as for the regular school year.
  7. The Board will furnish to the Union, by July 30 of each year, one complete list of all employees in summer school positions. The list will be in alphabetical order by last name and will show the employee's address.
  8. While the administration recognizes the summer school policy of working two (2) consecutive summers, the Superintendent reserves the right, in his/her judgment, to appoint staff to summer school positions when experience and other skills and abilities warrant it.
- E. When there is to be a reduction of the teacher assistant staff at a school, permanent teacher aides and assistants have the right to remain in preference to probationary teacher assistants and probationary teacher assistants in preference to substitutes. Thereafter, length of service with the District will be considered, along with a teacher assistant's performance and qualifications. The following considerations will also apply:
1. Where a teacher assistant performs certain functions of overriding importance other than classroom activities; or
  2. Where a teacher assistant is responsible for certain special programs or has particular qualifications overriding of importance that are needed somewhere.
- F. Should a determination be made on or before the last day that school offices are open or before the first day of the school year that a reduction of teacher aide and/or assistant staff is not necessary, the transferred teacher assistant or teacher aide shall be offered the opportunity to return to his/her original facility and assignment, if applicable.
- G. Substitution (Teacher Assistants)
1. The principal and/or immediate supervisor shall assign teacher assistants to serve as substitutes in emergency situations when the regular classroom teacher is absent and there are no certificated substitutes available.
  2. The principal and/or immediate supervisor shall report the assignment of teacher assistants for substitute duty on the Board-

## Section D - Paraprofessionals

approved overtime payroll form and forward it to the payroll supervisor.

3. Teacher Assistants who are authorized to substitute shall be compensated for one hour only in addition to their daily rate of pay and at the same hourly rate of pay as a teacher who substitutes on an unassigned period.
  4. Assignment of teacher assistants as substitutes shall be done on a fair and equitable basis.
- H. Instructional Care Assistants will be properly trained. Instructional Care Assistants will be provided liability coverage in accordance with Board policy.

## Section D - Paraprofessionals

### ARTICLE V BOOK-CLERK TREASURERS

- A. Book-clerk treasurers shall set up schedules for the receipt and distribution of textbooks, supplies and the collecting of monies. After approval of these schedules by the principal, they shall be distributed to the staff.
- B. Security shall be provided for the book-clerk treasurer while handling monies and depositing monies in the bank.
  - 1. In those locations where it is possible, a special parking space shall be provided for the book-clerk treasurer as close to the entrance to his/her office as possible.
  - 2. A safety officer shall be provided for the book-clerk treasurer while handling, transferring and depositing monies in the bank.
  - 3. In those schools where the principal recommends, monies handled by the book-clerk treasurer for bank deposits shall be forwarded to the bank with the lunchroom monies provided a school bank account is established at the authorized bank.
  - 4. Book-clerk treasurers shall report immediately to the principal any danger to personal safety which is imposed by handling of monies en route to the bank. The grievance procedure in Section A, Article V, may be followed when procedures cannot be agreed upon by the book-clerk treasurer and the principal.
- C. No books, supplies or materials shall be removed from the supply room without the consent of the book-clerk treasurer unless authorized by the principal. When items are removed, the principal shall notify the book-clerk treasurer in writing of the actions taken.
- D. When available and upon request of the principal, the roving book-clerk treasurer shall be assigned to substitute for a book-clerk treasurer who is absent.
- E. Student helpers shall be assigned to work with and under the supervision of the book-clerk treasurer.
- F. Such student helpers shall be selected by the principal in consultation with the book-clerk treasurer.
  - 1. Student helpers shall be assigned for up to ninety (90) hours at the beginning of the school year and up to ninety (90) hours at the end of the school year.

## **Section D - Paraprofessionals**

2. Additional student help may be provided to the book-clerk treasurer during the school year from the school's total budget allocation for student help.
- G. Appropriate in-service programs shall be scheduled for book-clerk treasurers.

## Section D - Paraprofessionals

### **ARTICLE VI** **SAFETY OFFICERS**

- A. Principals and/or their designees shall meet with the safety officers to keep them informed of discipline problems and other security problems. Safety officers shall be notified of emergency problems as soon as practicable. Principals or their designees may meet during the first month of the school year with the site safety officer(s), Union building representative, and the TEAC chairperson, to review anticipated security needs and discipline problem for the coming year.
- B. Principals shall inform all safety officers of students who are not to be on the school premises until further notice.
- C. Safety officers shall be supplied with the equipment approved by the Board, which equipment shall remain the property of the District. Upon termination of employment, safety officers shall return to the District any equipment or other property of the District prior to receiving their final paycheck. Each safety officer shall be responsible for the reasonable care and use of issued equipment. Issued equipment that is lost or stolen due to employee negligence will be replaced at the employee's expense.
- D. Safety officers shall be entitled to benefits under the Workers' Compensation Act for job related injuries.
- E. Safety officers shall be released from duty with salary when it is necessary for them to appear in court concerning school related incidents which occurred while the safety officer was performing his/her duties.
- F. Safety officers shall annually, upon renewal of their license, provide the Human Resources Department a copy of the license. Failure to do so may be grounds for suspension without pay or dismissal.
- G. The suspension or revocation of the license by the St. Louis Metropolitan Board of Police Commissioners may be grounds for suspension without pay or dismissal.
- H. The District shall provide permanent security type badges and photo ID's to all safety officers.
- I. The district shall provide professional development training opportunities for safety officers specifically relating to identifying and dealing with disruptive students, students with special needs, and training on crowd control and self-defense.
- J. Safety officers will not be required to govern, teach, discipline or otherwise assume the classroom duties of the certificated staff.

## **Section D - Paraprofessionals**

- K. Safety officers are not authorized to carry firearms unless specifically approved to do so by the District.

## Section D - Paraprofessionals

### **ARTICLE VII** **RATES OF PAY**

#### A. Salaries

1. The 2008-2009 salary schedule for paraprofessional employees (which is contained within Appendix C) becomes effective July 1, 2008.
2. Before December 31, 2009, or at such other date as the parties may agree, a committee comprised of representatives of the Union, and representatives of the District appointed by the Superintendent or his/her designee, shall meet and review and study the method of pay, current salaries, ranges, and classifications of non-certificated employees, as discussed during the meet and confer sessions leading to the approval of this policy statement. The committee shall come up with a salary/wage proposal for the 2009-2010 and 2010-2011 school years, to be presented to the Union and the District for approval.
3. This provision shall not be modified during the term of this policy statement, absent mutual agreement of the parties, or a declaration by the Board that an emergency exists, as set forth herein.
4. To the extent that the District made any overpayments to employees as a result of the change in the number of days in the school year in 2008-2009, as set forth in Article XII, Section E, of Section B (Teachers), such overpayments will be offset from any retroactive pay adjustment that may be made to employees as a result of the provisions of this policy statement.

#### B. Extra Duty Pay

Employees participating in authorized extra duty activities shall be compensated at rates authorized by the Board. This provision is not applicable to employees paid overtime at the hourly rate of time and one half.

#### C. Overtime

1. Employees may be assigned to overtime when there are no qualified volunteers.
2. When an employee is authorized to work and does work beyond the required forty (40) hours per week, the Board shall pay the employee for all overtime worked at the rate of one and one-half

## **Section D - Paraprofessionals**

times the employee's normal hourly rate, as required by and in accordance with the law.

3. Records shall be kept by the District. A copy may be obtained by the employee upon request.
4. Overtime assignment records will be reviewed quarterly by the appropriate Associate Superintendent. The District will attempt, as practicable, to rotate overtime assignments on the basis of experience and qualifications for a particular assignments. Efforts will be made to distribute overtime assignments fairly and equitable as is practicable.

## Section D - Paraprofessionals

### **ARTICLE VIII** **FRINGE BENEFITS**

#### A. Holiday

All regular employees shall receive pay for holidays according to the school calendar as it applies to all Board employees. Holiday pay will be authorized for employees for only those holidays for which the employee is not scheduled to work and which are within the school work year. In order to be eligible for holiday pay, the employee must work the scheduled work day prior to and following the holiday with exception of a granted leave of absence with pay and/or paid absence due to continuing illness or death in family. July 4 will be a paid holiday for employees in summer programs and all regularly appointed twelve (12) month employees who are scheduled to work during the summer.

#### B. Jury Duty

A regular employee who is absent because he/she is performing jury duty in a state or federal court shall be paid the difference, if any, between the employee's regular salary and the remuneration he or she receives as a juror.

#### C. Joint Committee for a Career Ladder Program

The Board and the Union shall each designate not more than three (3) persons to constitute a joint committee whose function it shall be to study, develop and present to the Human Resources Department for his/her consideration a career ladder program to advance and maintain continuity of employment for all non-certificated employees.

## **Section D - Paraprofessionals**

### **ARTICLE IX DISCIPLINE AND DISCHARGE**

- A. No employee shall be reprimanded except for just cause. A copy of any written reprimand will be given to the employee.
- B. No non-certificated employee shall be reduced in rank or compensation, discharged, or otherwise separated from employment except for the reasons stated in §§ 168.251 through 168.291, R.S.Mo., unless the employee abandons his/her job.
- C. Any discipline that may result in a written notation in the employee's personnel file shall be given only after twenty-four (24) hours written notice to the employee of the time and purpose of the meeting and the employee's right to Union representation.

## **Section D - Paraprofessionals**

### **ARTICLE X FEDERAL FUNDING**

Employees in federally funded programs must meet the same requirements expected of all employees unless there are special requirements contained in the federal program. They have the same rights and benefits as are enjoyed by employees in locally funded programs, unless modified by the terms of employment established for the federal program.

**[Signature Page for Policy Statement for Teachers,  
Secretarial/Clerical and Paraprofessional Employees]**

**ON BEHALF OF SPECIAL ADMINISTRATIVE  
BOARD OF THE TRANSITIONAL SCHOOL  
DISTRICT OF THE CITY OF ST. LOUIS**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Rick Sullivan, CEO

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Secretary, Special Administrative Board

**ON BEHALF OF AFT ST. LOUIS, LOCAL 420  
AND ITS MEMBERS**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Mary Armstrong, President

# APPENDICES