

**BOARD OF EDUCATION OF THE
CITY OF
ST. LOUIS**

&

AFT ST. LOUIS, LOCAL 420

**2020 - 2023
MEMORANDUM OF
UNDERSTANDING**

FOR

**TEACHERS,
SECRETARIAL/CLERICAL &
PARAPROFESSIONAL
EMPLOYEES**

**Memorandum of Understanding
Table of Contents
2020 - 2023**

Preamble	1
----------	---

SECTION A - BASIC PROVISIONS

Article	I	Discussion Procedure	2
Article	II	Policy Practice	3
Article	III	Management Prerogatives	4
Article	IV	Non-Discrimination	5
Article	V	Grievance Procedure	6
Article	VI	Union Rights	9
Article	VII	Employee Protection & Safety	15
Article	VIII	Special Salary and Benefit Provisions	20
Article	IX	Seniority	23
Article	X	Assignments, Transfers and Promotions	24
Article	XI	Vacancies--General	27
Article	XII	Employee Rights & Responsibilities	28
Article	XIII	Leaves	34
Article	XIV	Escrow Account	55
Article	XV	Diversity Relations Program	56
Article	XVI	School Year	57
Article	XVII	Duration	58
Article	XVIII	Saving Clause	59
Article	XIX	Federal Funding	60

SECTION B - TEACHERS

Article	I	Recognition	61
Article	II	Teacher Responsibility	62
Article	III	Implementation of Student Discipline Policies	64
Article	IV	Assignment, Transfer And Promotion - Teachers	66
Article	V	Reductions in Force	71
Article	VI	Teacher Rights	73

Article	VII	Evaluation	75
Article	VIII	Educational Considerations	77
Article	IX	School Day/Work Week	81
Article	X	Class Size	83
Article	XI	Salary and Rates of Pay	84
Article	XII	Department Heads/Team Leaders	86
Article	XIII	Summer School Assignments	87
Article	XIV	Discipline and Discharge	88
Article	XV	Substitutes	89

SECTION C - SECRETARIAL/CLERICAL

Article	I	Recognition	90
Article	II	Employment Conditions	91
Article	III	Evaluation	95
Article	IV	Other Fringe Benefits	96
Article	V	Salary and Rates Of Pay	97
Article	VI	Summer School Assignments	98
Article	VII	Discipline And Discharge	99

SECTION D - PARAPROFESSIONALS

Article	I	Recognition	100
Article	II	Employment Conditions	101
Article	III	Evaluation	105
Article	IV	Teacher Assistants	106
Article	V	Book-Clerk Treasurers	108
Article	VI	Safety Officers	109
Article	VII	Rates of Pay	111
Article	VIII	Fringe Benefits	112
Article	IX	Discipline and Discharge	112
Signatures			114
Appendices			116

PREAMBLE

This Memorandum of Understanding ("MOU") has been compiled following a series of meetings and discussions held between the representatives of the Board of Education of the City of St. Louis (the "Board") and AFT St. Louis, Local 420 (sometimes referred to as the "Union" or "Local 420"), individually "Party" or collectively "Parties."

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 MOU. This interest is far beyond the scope of a MOU 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") is a joint responsibility, and is of paramount importance. In entering into this MOU, 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.

This MOU 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 MOU. This MOU is subject to Missouri and Federal laws and Board Policies, Regulations and/or Resolutions.

The provisions of this MOU shall not be modified during the term of this MOU, absent mutual agreement of the Parties, or a declaration by the Board that an emergency exists, as set forth herein. The Board and Union mutually pledge to subscribe to its terms with patience, understanding and good will.

All matters of discipline and discharge that are applicable and subject to Sections 168.221 and 168.251 through 168.291 of the Revised Statutes of Missouri are excluded from some articles and provisions located within this MOU. Further, in the event of legislation which affects the terms of this MOU, the MOU shall incorporate such legislation as if in the effective MOU.

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

Section A - Basic Provisions

ARTICLE I

DISCUSSION PROCEDURE

- A.** The Board or its designee(s) shall meet on request with the Union, through its representatives, 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 MOU 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 an existing MOU shall be submitted by April 1st of any given academic year in which the MOU is in effect. The stated time lines may be waived by mutual written consent of the Parties. The Parties shall use their best efforts so that negotiations commence no later than April 30th and conclude no later than August 1st, if possible. The Board or Union may submit additional requests after discussions have begun, as issues come to their attention during negotiations.
- C.** Either Party may request an emergency meeting to meet and confer when a Party believes it is appropriate to do so.

Section A - Basic Provisions

ARTICLE II POLICY PRACTICE

- A.** The Board or its representatives shall strive to maintain the terms of the MOU and not reduce benefits presently provided the employees, provided there are sufficient funds to maintain such benefits. Before any reduction is imposed, the Union may request an income and costs analysis of such benefits reductions.
- B.** Except as otherwise stated, the Board shall make no changes to the MOU without having given written advance notice to the Union to 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 MOU shall not be modified during the term of this MOU absent mutual agreement of the Parties. However, some provisions may be terminated and negotiations resumed upon a majority Board vote that an emergency exists relating to that provision(s). Further, in the event of legislation which affects the terms of this MOU, the MOU shall incorporate such legislation as if in the effective MOU.
- C.** The Parties to this MOU will communicate with each other via facsimile (fax), electronic mail (e-mail), hand-delivery, U.S. mail, in-person or otherwise by a recognized commercial delivery service, and each such method shall constitute a written communication for purposes of this MOU.
- D.** The Board, Superintendent of the District or other administrators shall make no administrative change which would invalidate any provision contained in this MOU.

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 MOU.

Except as set forth in this Agreement, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law. All matters within the scope of bargaining have been negotiated and agreed upon as set forth herein. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and the Union.

Section A - Basic Provisions

ARTICLE IV NON-DISCRIMINATION

- A.** In accordance with applicable laws, the Parties 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 their programs and activities.
- B.** Any employee of the Board or member of the Union 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. A grievance is defined as a claimed violation, misinterpretation or misapplication of the MOU. If any employee feels unfairly treated through the misapplication of any of the provisions of this MOU, the employee shall utilize the following grievance procedure:
1. Within five (5) 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 verbally resolved as a result of this meeting, the decision shall be reduced to written format and signed by the Parties. If the matter is not verbally settled within three (3) working days of the meeting, or if the principal or immediate supervisor is unable or refuses to meet within five (5) working days of the Union's request for a meeting, the grievance shall be reduced to writing utilizing the Grievance Reporting form and shall be submitted to the Associate Superintendent with the administrative authority over the principal or supervisor and a copy to the Chief Human Resources Officer.
 2. The Associate Superintendent shall schedule a meeting to discuss the grievance with the representative of the Union. The meeting will be held within ten (10) working days of the date that the grievance was submitted in writing. In the event the grievance is not resolved at the meeting, the Associate Superintendent, within five (5) working days, shall provide to the employee and the Union a written response to the grievance.
 3. In the event the grievance is not resolved or the Associate Superintendent's response to the grievance is considered unsatisfactory by the employee, the Union in its sole discretion may demand arbitration of the grievance, in writing, within ten (10) working days of the Associate Superintendent's response.
 4. In the event that the Union makes a demand for the arbitration, the Union and the Board, 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 Board shall equally share the costs of the panel.
 5. Upon receipt of the panel of arbitrators, the Union and the Board shall select an arbitrator from the list by alternately striking names from the list until one name remains, and that person shall be the 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.

Section A - Basic Provisions

6. The arbitrator shall have no power to add to or subtract from the terms of this MOU.
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 Sections 168.221 and 168.251-168.291 of the Missouri Revised Statutes are excluded from these grievance and arbitration provisions. To the extent that, during the term of this MOU, there is a change in the law that would permit reference of matters subject to Sections 168.221 and 168.251-168.291, 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 Parties and shall be enforceable in the Circuit Court of the City of St. Louis.
9. Each Party shall bear its own full cost of representation in the arbitration. The cost of the arbitrator will be divided equally between the Parties, subject to the provisions of Section A, Article V.

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 reduced or extended only by mutual agreement of the Parties.
2. No employee will be prejudiced or discriminated against by the Board or school administration because of the employee's 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, for the employee, agrees 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 employee's representative be released from a regular assignment, the employee shall be released without loss of pay or benefits 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.

Section A - Basic Provisions

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 itself.
 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 shall not be modified during the term of this MOU, 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 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 will be responsible for delivering Union literature to the Board's Human Resources Department to be placed in newly hired employee's Board issued packets. The Human Resources Department shall have the right to approve all material the Union wishes to place in the Packet.
3. The Union shall have the right to email or otherwise electronically communicate with employees of the Board individually or as a group. Employees receiving such communication shall refrain from doing so during on duty.
4. 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 in good standing (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. For purposes of this section, "in good standing" shall mean an employee who is not then subject to a Performance Improvement Plan or who has not been on a Performance Improvement Plan for the six-month period immediately preceding the request for leave of absence. The employee 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 permanent status.

Leaves granted pursuant to this section shall be with pay provided the Union reimburses the Board for all salary and benefits paid to the employee.

Section A - Basic Provisions

2. Regularly appointed employees on such leave of absence shall be permitted to make their regular contributions to plans requiring such contributions, if any. These employees shall also be permitted to pay the contribution required or permitted by laws to be made by the 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 the employees 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.
2. Revocation of a Dues Deduction Authorization shall be made by an employee only between June 1st and June 30th, or as otherwise may be required by law. All Revocations of a Dues Deduction Authorizations must be sent to the Union's main office location via U.S. Certified Mail.
3. The Union must report to the Board no later than July 10th 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.
4. 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.

Section A - Basic Provisions

5. Employees who, upon hire by the Board, choose not to join the Union, shall sign a waiver and release form agreed to by the Parties specifying that the Union shall not be required to represent the employee.

E. Lists

1. The Board will furnish to the Union by September 30th, October 30th, November 30th, January 30th, April 30th and June 30th 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 or visits do 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 can be distributed by hard copy or electronic transmission, including email. 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 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 MOU or interruption of normal employee duties.
3. The Union shall have the right to place literature and notices in the physical or email 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 MOU 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, at the same time, be sent to the Human Resources Department.

I. Labor/Management Meetings

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 MOU as they may affect employees covered by this MOU.

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. Any monthly

Section A - Basic Provisions

meeting may be cancelled, but only upon mutual agreement between the principal and building representative.

Bargaining unit members will receive prior notification before any formation/appointment of a TEAC. 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).

If more than four (4) certificated staff members and/or more than two (2) non-certificated staff members seek appointment to a committee, appointments will be determined by an election procedure wherein all non-administrative staff members are allowed to participate in the voting process.

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 Network Superintendent for review.

K. Information and Statistics

Copies of 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 MOU shall be made available by either Party upon the request of the other. This provision shall not apply to any confidential or privileged material.

Section A - Basic Provisions

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.

Section A - Basic Provisions

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.
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

Section A - Basic Provisions

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 Policy 4640 and Regulations 4640.1; 4640.2; and 4640.3 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, the employee will first take all reasonable steps to contact the student(s) parent(s), guardian(s), and all other available contacts designated as authorized pick-up agents. Thereafter, the employee shall be empowered to call the local police department for transportation of said student(s) only after the employee notified or attempted to notify District security, employee's principal or supervisor and received no directives from District security, the principal or supervisor. In no circumstances are employees allowed to transport students in their own personal vehicles.

Section A - Basic Provisions

2. Employees who volunteer for authorized trips must have prior written approval of the principal or the principal's designee. Such written notice will provide the employee with liability insurance as outlined by the provisions of Paragraph B 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 notify the police.
3. The principal shall notify the police when an intruder refuses to leave the school premises.
4. If, after an investigation a student is determined to have physically assaulted a teacher, the District, consistent with applicable law, will consider transferring a student to a different school within the District if such transfer can be accomplished without violation of the rights of the student.

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 while on duty, including work for which the employee receives extra duty pay, on Board property or during a school sponsored event which the employee is required by their supervisor to attend, and which can be documented by a written police report, may 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 Risk Manager in order to receive reimbursement. Reimbursement for damage to an employee's personal property shall be limited to \$650.00.
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 or damages to property or other loss while the employee is on duty.
3. The Board reserves the right to establish a total limit, from time to time, for the total reimbursement the Board will expend in a given year.
4. The terms of property signed out to the employee by the District, if reasonably secured on District property, shall not be the financial responsibility of the employee, if stolen, lost or damaged and a lost or

Section A - Basic Provisions

damaged and a report is made by the employee to the District upon discovery of the theft, loss or damage.

G. Other Safety Rules and Policies

The Board and Union desire to provide a safe workplace for all employees and the Board 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.

1. Drug & Alcohol Use

In accordance with long-standing Board policy in support of a drug and alcohol free workplace, the Board 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

- a. The Board 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 Board 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 students, employees and/or others. 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 Board 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

Section A - Basic Provisions

with the Union. Its role will be to review claims presented by employees, any other related issues, and consider and make recommendations to the Board to try to reduce the number and frequency of workplace injuries.

5. Personal Deviation/Horseplay

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

6. Medical Treatment/Authorized Time Off

The Board 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 Board within 24 hours of its issuance. As possible, the Board 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 2020-2021 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 shall 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.

Section A - Basic Provisions

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. Union members of the Insurance Benefit Committee shall be released from duty for the purposes of committee meetings. 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 based upon the federal minimum wage and overtime regulations, according to law. All employees will be compensated in compliance with the Fair Labor Standard Act (FLSA) and any paid time off to which the employee may be entitled under this MOU.

I. Jury Duty

A regular employee who is absent because the employee 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 the employee receives as a juror.

J. Tax Sheltered Annuity

All 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 Board 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 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, the teacher will maintain that date for non-certificated seniority purposes only.
- B.** Permanent employees on paid or approved unpaid leave (sabbatical, FMLA, etc.) 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, the employee's own rank of system-wide seniority as it may affect or contribute to the resolution of any specific problem.

Section A - Basic Provisions

ARTICLE X ASSIGNMENTS, TRANSFERS AND PROMOTIONS

A. Considerations

Notwithstanding anything to the contrary in this MOU, the Superintendent may deny or institute any transfer, assignment, or promotion for the good of the system, in the Superintendent's judgment. In making assignments and transfers of employees, consideration may 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. Seniority shall be determinative when all other relevant factors are equal.

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 on the Board's website (www.slps.org), as set forth in Article XI of Section A. Employees who may be interested in transferring to other assignments shall 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 accepted or processed after June 1st of the current school year, until after the next school year begins, unless circumstances dictate otherwise, in the judgment of the Board.

D. General Procedures

1. Transfers are usually made effective 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 Board), "job-family" seniority (seniority within a group of jobs) and seniority within a particular job will be determinative in the event that all other relevant factors are equal.
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 an employee whose last evaluation was rated "satisfactory" or its equivalent, is involuntarily transferred, the employee will be given at least one (1) week's notice with valid reasons therefore stated in writing.
9. The transfer processed is contingent upon the availability of vacant positions.

E. Promotions

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

1. "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 Board, 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.
2. "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.
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. Permanent employees on approved paid or non-disciplinary unpaid leave shall be considered to be in continuous employment.

Section A - Basic Provisions

- G.** The computation of continuous seniority or seniority or 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; certificated and non-certificated personnel. The ranking is as follows, from highest (1) to lowest (3):

Certificated

1. Permanent
2. Probationary

Non-Certificated

1. Permanent
2. Regular Non-Certificated
3. Substitutes

Substitutes

1. Continuing Substitutes
2. Building Substitutes
3. Substitutes (Day to Day)

Section A - Basic Provisions

ARTICLE XI VACANCIES--GENERAL

- A. The District reserves the right to determine vacancies. A vacancy exists when a position is not occupied and it has been determined by Human Resources Department that it will be of at least one (1) year duration.
- B. Permanent job openings shall be posted on the District's website (www.slps.org) and once a week all employees will be sent an e-mail containing the link to access the District's vacancy list. Permanent job openings will be posted for fourteen (14) days before filling the opening. Notwithstanding the foregoing, in cases of emergency, or when the needs of the District require otherwise, an opening may be filled within the fourteen (14) day posting period.
- C. 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 Board. Extracurricular activities such as tutoring positions, shall be advertised at the school/location level where the vacancies exists. This provision does not include any extra duty positions such as coaching, which will be posted according to Paragraph B of this Section as noted above.
- D. All applications for qualified employees shall be kept on file for one (1) year.

Section A - Basic Provisions

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 has read the material. However, if an employee does not avail himself/herself of the opportunity of reading such material within fifteen (15) calendar 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 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

Section A - Basic Provisions

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, upon the signing of this MOU. Job descriptions shall be posted on the District's website (www.slps.org) no later than December 31st each year.

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. School Closings

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

Section A - Basic Provisions

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. Security cameras shall be installed on exterior entrances to each school, work sites and parking lots if an existing video surveillance system is currently installed, pending availability of funds.
- 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 Board 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. Smoking and Use of Tobacco on Board Premises

In accordance with Board policy and as adopted by Board Policy 4841 and Board Regulation 4841, St. Louis Public Schools is designated a "smoke-free" and "tobacco-free" school system. If an employee has any questions about this policy, the employee should contact the Human Resources Department.

Section A - Basic Provisions

I. Reprimand of Employees

No employee shall be reprimanded in public by a supervisor or administrative personnel or 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 written notice that a meeting will be held for the purpose of issuing a written reprimand. Such notice shall advise the employee of the employee's right to Union representation.

J. 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 make a hotline report to the Division of Children Services (DCS) pursuant to applicable Missouri law. Under no circumstances shall any investigation into the matter be made until the call to DCS is completed. When a hotline report is made wherein the alleged perpetrator is 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. At the District's discretion, 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.

K. Professionalism

Teacher, paraprofessional and secretarial/clerical employees should always present themselves in a professional manner. Employees should not use personal electronic devices to engage in non-District related and/or personal activity during instructional time.

L. 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.

Section A - Basic Provisions

M. Safe Schools

The District will fully comply with the provisions outlined in the Missouri Safe Schools Act.

N. 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 MOU, an employee will be notified of all written material added in the employee's District file. At the employee's request, a copy(ies) will be provided within five (5) working 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 fifteen (15) days of receipt of the copy(ies).

O. Nurses and Social Workers

The District agrees that it will use its best efforts, given its existing financial resources, to employ sufficient Registered Nurses and Social Workers so that each school shall have a full time Registered Nurse and Social Worker that shall be on-site every school day when students are present.

P. Environmental and Hazardous Conditions

The District is committed to the health and safety of its employees. When practical, the District shall inform employees of any significant environmental or hazardous condition discovered in a facility or building which poses a material risk to the health and safety of employees. The District will take reasonable steps to remediate such hazards and to limit the employee's exposure to said hazard.

COVID-19 Pandemic Conditions

The District and the Union agree that the current COVID-19 pandemic has caused substantial disruption to the normal operation of the District. The District and the Union further agree that the current COVID-19 pandemic creates unique challenges which are often unpredictable. Accordingly, until such time as the pandemic ends, it is agreed that modifications to the terms of this MOU may be necessary and additional terms and conditions of employment not addressed in the MOU may be required in order to safely educate the District students. In order to ensure that

Section A - Basic Provisions

issues requiring changes in working conditions arising in the context of the current COVID-19 pandemic are addressed in a manner that takes into account the needs of the Union's members, the District and Union agree that their leadership will meet on a regular basis so that the Union can bring important issues and concerns to the District's attention and discuss any COVID-19 related changes not covered by this MOU. Further, except in cases of emergency, or when otherwise impractical, the District agrees to confer with the Union and receive its input before implementing any significant changes in the terms and conditions of employment not covered by this MOU.

Section A - Basic Provisions

ARTICLE XIII LEAVES

A. Sabbatical Leave of Absence

Sabbatical Leave of Absence will be granted according to the Board's policy, adopted by Board Regulation 4620.5, and applicable law. Pursuant to Board Regulation 4620.5, upon the recommendation of the Superintendent and approval by the Board ("Board"), sabbatical leave of up to one (1) year may be granted to employees for the purpose of professional improvement that shall directly benefit the St. Louis Public Schools system.

ELIGIBILITY - To qualify for sabbatical leave, an employee must have been employed at least nine (9) complete, consecutive school years as a full-time employee of the St. Louis Public Schools system. Successive sabbatical leaves of absence may be granted after each successive seven (7) year period (i.e. 16, 23, 30 years of employment).

APPLICATION FOR LEAVE - Application for sabbatical leave for the first semester of each school year must be filed with the Division of Human Resources by March 15. Requests for the second semester must be filed with the Division of Human Resources 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 Education Officer. After getting appropriate departmental signatures of recommendation, the application should be submitted to the Human Resources Department for approval and processing to the Superintendent for his/her recommendation. All applications for sabbatical leave must be approved by the Human Resources Department.

SALARY PROVISIONS -The sabbatical leaves of absence granted pursuant to this policy shall be paid at the rate of one-half of the scheduled salary for the employee during the school year of the leave for the employee. Sabbatical leave shall not prevent advancement on the salary schedule nor constitute a break in consecutive years of employment. Before being granted sabbatical leave, the employee shall make application on a form provided for this purpose and enter into written agreement with the District that upon termination of the sabbatical leave, he/she will return to service in the St. Louis Public Schools.

The District will forward the biweekly check of the employee on sabbatical leave to the address on file in the Human Resources Department or make the authorized direct deposit to the employee's bank account, as appropriate. The final biweekly salary check will be payable upon approval of the required sabbatical leave report. 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

Section A - Basic Provisions

his/her assignment before the expiration of one year, he/she shall pay back to the District a pro rata part of the sabbatical allowance.

ALLOTMENT - The number of employees placed on the eligibility list for sabbatical leave shall not exceed one-half of one percent of the total number of certificated staff or one-half of one percent of the total number of non-certificated staff within the school system.

TIMELINES FOR SABBATICAL LEAVE - The extent of the sabbatical leave shall not exceed the timeframe of the scheduled work year for the employee.

HOURS OF CREDIT - A minimum of eight (8) semester hours of college credit must be earned during each semester of the sabbatical leave for study. Evidence of the fulfillment of a formal study leave is an official transcript showing all courses completed.

REPORT OF SABBATICAL LEAVE - After sabbatical, an employee shall file with the Human Resources Department, not later than six (6) weeks after return to duty, the following evidence in the form of a written report showing that the employee has met the objectives stated in the application:

1. For Study - An official transcript showing fulfillment of the required minimum of eight (8) semester hours of college credit earned during each semester of the sabbatical leave for study.
2. For Travel - A comprehensive report giving an analysis of the travel experiences and stating how the experiences shall directly benefit the St. Louis Public Schools system

VACATION, PERSONAL, AND SICK LEAVE - An employee shall not be entitled to earn or use Personal Time Off ("PTO") and shall not be entitled to use sick leave while on sabbatical leave. The employee is entitled to the annual vacation leave during the period of sabbatical leave so long as the employee otherwise qualifies for vacation leave.

RETIREMENT - An employee shall be given credit toward retirement for the time spent on sabbatical leave, in accordance with the rules and policies established by the St. Louis Public Schools Retirement System.

TENURE AND PERMANENT STATUS - Sabbatical leave shall not impair the employee's tenure as a permanent certificated employee or the permanent status of a non-certificated employee.

RETURN TO SERVICE - An employee, upon return to service from sabbatical leave of absence, shall be restored to his/her former position or to a position in the same class, status, and pay for which he/she is qualified and entitled. An employee on sabbatical leave shall receive lay off seniority credits and advancement on the

Section A - Basic Provisions

salary schedule on the same basis as if his/her employment had not been interrupted. An employee shall be allowed credit toward retirement for the time spent on sabbatical leave in accordance with the rules and regulations established by the St. Louis Public School Retirement System. If an employee has any questions about this policy, the employee should contact the Human Resources Department.

B. Bereavement Leave

Bereavement Leave will be granted according to the Board's policy, adopted by Board Regulation 4620.8, and applicable law. Pursuant to Board Regulation 4620.8, 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, as follows:

- 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.
- 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-parent, parent-in-law, step-brother or step-sister, sister-in-law or brother-in-law, son-in-law or daughter-in-law;
- 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.

Upon return to work from leave for death of a relative, the employee shall immediately complete a bereavement leave form and provide 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.

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. If an

Section A - Basic Provisions

employee has any questions about this policy, the employee should contact the Human Resources Department.

C. Leave for Military Reserve Training or State of Emergency

Leave for Military Reserve Training or Statement Emergency will be granted according to the Board's policy, adopted by Board Regulation 4620.7, and applicable law, as follows:

PROCEDURES FOR TAKING MILITARY LEAVE - A military leave of absence will be granted to employees who are absent from work because of service in the United States uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. §4301, et seq., and Section 105.270, Revised Statutes of Missouri, or their successors. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Employees are required to notify the Human Resources Department as soon as they become aware of their military obligations.

Additionally, the employee must submit an official order from the appropriate military authority evidencing the duty for which the leave of absence is requested, in order for the employee to receive any paid time off pursuant to this Policy. Upon receipt of evidence of military duty from the appropriate military authority, an employee on military leave shall be entitled to a paid leave of absence for a period not to exceed a total of 120 hours in any federal fiscal year. Although an employee may be entitled to a military leave of absence in excess of 120 hours in any federal fiscal year, any authorized military leave time in excess of 120 hours in any federal fiscal year shall be unpaid. Employees on authorized military leaves of absence beyond 120 hours in any federal fiscal year may utilize earned PTO time, if any, but are not required to do so.

BENEFITS DURING MILITARY LEAVE - Employees should consult with a Human Resources representative to discuss leave benefits and the employee's responsibilities while on leave. Employees on authorized military leaves of absence for 120 hours or less in any federal fiscal year shall continue to receive all benefits at the same level as they received prior to the military leave of absence. Additionally, employees on authorized military leaves of absence for thirty-one (31) days or less will continue to receive District paid healthcare benefits at the same level as they received prior to the military leave of absence. COBRA notice and election forms will be provided to employees on authorized military leaves of absence in excess of 120 hours in any federal fiscal year. Continuation of health insurance benefits is available after thirty (30) days of military service at the employee's expense for up to twenty-four (24) months, per the requirements of USERRA and is subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Section A - Basic Provisions

If an employee neither gives advance notice regarding an absence nor elects insurance coverage, the District may cancel the employee's insurance when the employee's authorized leave of absence exceeds thirty-one (31) days. If it is later determined that the employee was unable to provide advance notice of the leave because of military necessity, or it was impossible or unreasonable to do so, the District will reinstate coverage on the employee's election and payment of unpaid premium amounts due.

If an employee elects coverage but does not pay the monthly premium, the District will cancel coverage. Coverage will be reinstated on the first of the month following the employee's return to work.

REINSTATEMENT RIGHTS AFTER COMPLETION OF MILITARY SERVICE

- Eligibility for reinstatement to employment after military duty or training is completed will be determined in accordance with applicable federal and state laws. Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable position, depending on the length of military service, in accordance with USERRA. Upon their return to work, employees will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Upon conclusion of military service, employees on a military leave of absence covered by USERRA are required to report to work within a specific period of time, depending on the length of military service:

- (1) If the employee's military service lasts from 1 to 30 days (or if the employee is absent from work in order to take a fitness-for-service examination), you must report back to work by the beginning of the first regularly scheduled work period that begins on the next calendar day following completion of military service, after allowance for safe travel home from the military duty location and an eight (8) hour rest period.
- (2) If the employee's military service lasts from 31 to 180 days, the employee must submit an application for reemployment no later than 14 days after completion of the military service.
- (3) If the employee's military service last 181 days or longer, the employee must submit an application for reemployment no later than 90 days after completion of the military service.

Any unexcused delay in complying with the deadlines set forth above may result in the application of the District's policies and regulations governing unexcused absences.

Section A - Basic Provisions

Those employees on a USERRA covered military leave of absence lasting longer than 31 days must provide documentation showing the following upon their return:

- (1) That the employee's application for reemployment is timely;
- (2) That the employee has not exceeded the five (5) year service limitation; and
- (3) the reason for the employee's separation from military service.

NON-DISCRIMINATION/NON-RETALIATION POLICY - In accordance with applicable law, it is the District's policy that no employee or prospective employee will be subjected to any form of discrimination or retaliation on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy. If any employee believes that he or she has been subjected to discrimination or retaliation in violation of this policy, the employee should immediately contact the Human Resources Department. If an employee has any questions about this policy, the employee should contact the Human Resources Department.

D. Sick Leave/Personal Time Off

Paid Time Off will be granted according to the Board's policy, adopted by Board Regulation 4622, and applicable law, as follows:

ACCRUAL OF SICK LEAVE Consistent, ongoing, meaningful contact with students and staff is important to the learning environment and the overall district operation. Therefore, it is an essential duty and function of a professional staff person's position. When a staff member is frequently absent or is absent for an extended period of time, the instructional environment and district operations are compromised, and the students suffer.

However, staff members who are ill are encouraged to stay home to promote healing and reduce the risk of infecting others, especially during a pandemic or other significant health event. The district may require an employee to provide the district a doctor's statement or other verification of eligibility for sick leave before the district applies sick leave or other applicable paid leave to the employee. The district may require an employee to present a certification of fitness to return to work whenever the employee is absent from work due to the employee's health.

To that end, all full-time employees are eligible to earn sick leave days during each fiscal year (i.e. July 1st to June 30th). Certificated teachers, administrators and non-certificated 10, 10.5 month staff members will be granted 10 days of sick leave per

Section A - Basic Provisions

year. All 11 month employees will be granted 11 days of sick leave per year and all 12 month employees will be granted 12 days of sick leave.

- a) Sick leave is prorated for employees hired after the beginning of the fiscal year as follows:

<u>Hire Date</u>	<u>10 / 10.5 month</u>	<u>11 month</u>	<u>12 month</u>
On or after July 1 and by September 30	10	11	12
On or after October 1 and by December 31	7	8	9
On or after January 1 and by March 31	5	6	6
On or after April 1 and by June 30	2	2	3

- b) Sick leave is also prorated for extended leaves of absence.

Each year unused sick leave days will be accumulated in the employees' sick leave bank. The maximum number of sick leave days an employee may accumulate in their bank is 130 work days. (Employees who have banked sick leave days as of January, 2004 should refer to Board regulation 4621)

The Superintendent, or his/her designee, reserves the right to take disciplinary action up to and including separation of employment in the event of abuse of sick leave privilege. No employee will be disciplined or terminated for absences qualifying for protection under the Family Medical Leave Act (FMLA) or other applicable law.

Sick leave granted during each fiscal year (July 1st to June 30th) may be used for absences necessitated because of personal illness, injury or accident, illness, injury or accident of an immediate family member or a medical disability which prevents the employee from performing his or her duties in accordance with state and federal law.

Leave is available pursuant to the Family Medical Leave Act and as set forth in the District's FMLA Leave Policy (#4620.2) for employees seeking leave to care for a child, spouse or parent or his/her own "serious health condition" as defined in the Family Medical Leave Act.

PERSONAL DAYS: Each fiscal year, in addition to sick leave days, all 10, 10.5 and 11 month employees will be granted two (2) personal days. Personal time off requires 48 hours' notice before the date of the leave, except in cases of personal illness, family illness or an emergency, and cannot be scheduled during the

Section A - Basic Provisions

following blackout periods with the exception for personal illness, family illness or an emergency:

- The first two weeks of classes during each school year
- The last two weeks of classes during each school year
- Following written notice of suspension or discharge
- District-wide professional development days
- MAP and EOC testing

Twelve (12) month employees are not granted additional personal days due to having vacation days but may use 2 of his/her sick days as personal days. Personal time off requires 48 hours' notice before the date of the leave.

Any unused personal days will be rolled over into the accumulated sick leave bank and can be used as sick leave in future years.

Regular employees receiving personal days 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 accrual sick leave bank.

ABUSE OF SICK LEAVE: It shall be an abuse of sick leave for an employee to use sick leave for absences when the employee is not actually sick. The Superintendent, or his/her designee, is authorized to investigate when the circumstances in his/her discretion indicate suspected abuse of sick leave. As part of this authority, the Superintendent may require employees to provide written substantiation of a claim of illness, including a physician's verification. Abuse of sick leave may include but is not limited to: falsification of medical documentation, failure to provide appropriate documentation for absences when required, absences from work on an inordinate number of Mondays and/or Fridays during the year without sufficient documentation to substantiate an employee is unable to work. If incidents of abuse are determined, it shall result in discipline up to and including separation of employment. Absences not covered under this sick leave policy or the FMLA policy (4620.2) will be subjected to the Attendance Policies (4610.1 and 4620.2)

Section A - Basic Provisions

COMPLIANCE WITH FAMILY AND MEDICAL LEAVE ACT OF 1993:

The district's sick leave policy and this regulation shall be applied in accordance with the Family Medical Leave Act 1993 as amended. (See FMLA Policy 4620.2) When applicable, leave under this sick leave policy, the Family Medical Leave Act, worker's compensation, and any other leaves previously earned will run concurrently.

NOTIFICATION: Whenever it becomes apparent to an employee that the/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.

If the employee is absent more than one (1) 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 (1) day and stated the fact at the time of prior notification. Persons designated as needing substitutes are also responsible for notifying his/her supervisor before the start of work. Failure to make contact shall result in an unexcused absence.

RETURN TO WORK: Notification of intention of an employee to return to work before the original completion date of requested absence shall be given to the Human Resources Department and to the Principal of the School or immediate supervisor. 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.

An employee absent for a period of four (4) or more consecutive full calendar days in succession due to illness, injury or accident will be required to submit to the Human Resources Department a written statement from his/her physician stating the nature of the illness and the date(s) of treatment.

This statement is to be presented prior to the employee being returned to active duty. If there is a question as to whether the employee is able to perform his/her duties, the Chief Human Resource Officer may postpone the employee's return to work upon the recommendation of the medical doctor, who may be appointed by the Board and at the Board expense to examine the employee.

PAYMENT OF ACCRUED SICK LEAVE UPON RESIGNATION,

TERMINATION AND RETIREMENT: Employees who leave the school system through termination or resignation shall not be entitled to compensation for unused sick leave days/personal days, nor shall their estate have a claim for payment of unused sick leave/personal days in the case of death.

Certificated and/or exempt employees who have unused sick leave days at the time of their retirement, shall receive a payout of \$100 per day, non-

Section A - Basic Provisions

certificated/non-exempt employees shall receive a payout of \$50 per day. All employees shall be paid at the time of retirement or over up to a three (3) year period, as determined by the employee. Employees who participate in the St. Louis Public School Retirement Program may request to have their accumulated and unpaid sick leave days under this policy credited to the total time worked in the St. Louis Public School System for purpose of calculating retirement eligibility. From time to time the District may designate other uses of accumulated sick leave days.

ADMINISTRATION AND PAYMENT OF APPROVED SICK LEAVE: The District reserves the right to utilize a third party vendor to administer sick leave requests in accordance with its policies and procedures. The third party vendor shall have the right to approve or deny sick leave based on documentation received and in compliance with this policy. Absences of four (4) consecutive full calendar days or more will require documentation prior to payment being made and to avoid penalty under the attendance control policy.

RULES FOR EMPLOYEES WITH ACCRUED SICK LEAVE UNDER PRIOR POLICIES: Employees with accrued sick leave days accumulated under prior District policies (prior to January 2014) shall be permitted to maintain or use them, only as previously permitted (See Policy 4621). No further Sick leave days may be accumulated as set forth herein.

RULES FOR EMPLOYEES WITH ACCRUED PTO DAYS 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 (See Policy 4620.1). No further PTO days may be accumulated as set forth herein.

If an employee has any questions about this policy, the employee should contact the Human Resources Department.

E. Short Term and Long Term Disability Plan Program

1. The Board may elect to provide employees with an insurance plan that entails a Short Term and/or Long Term Disability Plans ("STD/LTD Plans"). Participation in the STD/LTD Plans will be subject to applicable law, the Board's insurer's "pre-existing condition" rules for employees hired on or after January 1, 2004, and other provisions.
2. The STD/LTD Plans will be administered by the insurance companies providing such plans or their designee 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.

Section A - Basic Provisions

F. Educational Leave With or Without Pay

Educational Leave With or Without Pay will be granted according to the Board's policy, adopted by Board Regulation 4620.4, and applicable law, as follows:

Short Term Educational Leave With Pay - Short Term Leaves of absence with pay for the purpose of attending workshops, conferences, conventions, seminars and visitations conducive to the employee's professional growth may be approved and granted by the Superintendent. For the purpose of this policy, "short term" is defined as less than seven (7) calendar days.

Employees seeking Short Term Educational Leave with pay shall complete and submit to their immediate supervisor an Application for Leave of Absence form at least 15 days before the date of the leave. The immediate supervisor will review and provide a written recommendation for approval or disapproval to his/her immediate superior and the Superintendent. Upon final approval of the Short Term Educational Leave with pay by the Superintendent, the leave request form and final approval should be sent to the Division of Human Resources for processing no later than seven (7) days before the date of the leave.

Following authorized leave, the employee shall present a written summary of the development activity to his/her immediate supervisor and others, as requested. Employees authorized to be reimbursed for a conference, convention or other approved educational leave, must follow appropriate procedures as outlined in the Board's Regulations, Guidelines Governing Travel For Official School Business, Conferences, Conventions, etc. Educational leave normally will not be granted during the first and last ten (10) days of school.

Educational Leave Without Pay - Leaves of absence without pay, up to one (1) year in duration, for the purpose of study for professional improvement which shall directly benefit the St. Louis Public School System, may be approved and granted by the Superintendent.

Requests for Educational Leave Without Pay must be made in writing on the Application for Leave of Absence form and must be submitted to the applicant's immediate supervisor for processing at least one (1) month before the leave is to begin. The immediate supervisor will review and provide a written recommendation for approval or disapproval to his/her immediate superior and the Superintendent. Upon final approval of the Educational Leave Without Pay by the Superintendent, the Application for Leave of Absence form and final approval should be sent to the Division of Human Resources for processing no later than seven (7) days before the date of the leave.

Following authorized leave, the employee shall present a written summary of the development activity to his/her immediate supervisor and others, as requested. Employees authorized to be reimbursed for a conference, convention or other approved educational leave, must follow appropriate procedures as outlined in the

Section A - Basic Provisions

Board's Regulations, Guidelines Governing Travel For Official School Business, Conferences, Conventions, etc. Educational leave normally will not be granted during the first and last ten (10) days of school. If any employee has any questions about this policy, the employee should contact the Human Resources Department.

G. Family and Medical Leave of Absence

Family and Medical Leave will be granted according to the Board's policy, adopted by Board Regulation 4620.2, and applicable law. The St. Louis Public Schools ("the District") understands the importance of family issues to today's work force. The District also recognizes that more of its employees than ever before face conflicting demands of family obligations and work. Because employees may find it necessary to take leave from their jobs for a temporary period to address certain family responsibilities or their own serious health conditions, and in order to comply with the Family and Medical Leave Act of 1993 (FMLA), the District hereby establishes the following FMLA Leave Policy. Should an employee wish to exercise his/her rights under this Policy and/or the Family and Medical Leave Act, they should notify the District's Human Resources and follow the procedures set out in this policy for applying for FMLA leave.

Family and medical leaves of absence will be granted to eligible employees for the following reasons:

1. The birth of the employee's child or to care for the newborn child.
2. The placement of a child with the employee for adoption or foster care.
3. The care of an employee's child, spouse, or parent ("family member") who has a serious health condition.
4. The employee's own serious health condition.
5. Because of any qualifying exigency arising out of the active duty or call to active duty status of the employee's spouse, son, daughter or parent in the National Guard or Reserves, in support of a contingency operation.
6. The care of an employee's spouse, son, daughter, parent or next of kin (usually the nearest blood relative) who is a member of the Armed Forces who suffered serious illness or injury while on active duty that may render the person unable to perform the duties of the service member's office, grade, rank or rating.

Eligible Employee - Any employee with twelve (12) months of service and at least 1,250 hours worked in the twelve (12) month period preceding the FMLA leave.

Section A - Basic Provisions

Serious Health Condition - For purposes of this policy, “serious health condition” means an illness, injury, impairment or physical or mental condition that involves:

1. In-patient care (i.e., an overnight stay) in a hospital, hospice or residential care facility; or
2. Any period of incapacity* requiring absence from work of more than three (3) consecutive full calendar days, that also involves continuing treatment by (or under the supervision of) a licensed health care provider and at least (a) two (2) in-person visits to the health care provider; or (b) one (1) in-person visit to a health care provider plus a regimen of continued treatment; or
3. Continuing treatment by (or under the supervision of) a licensed health care provider for incapacity* due to pregnancy or incapacity* due to a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) consecutive full calendar days.

*For purposes of this Policy, “incapacity” means an inability of the employee to perform his or her job duties, or for the employee’s family member, an inability to work, attend school or perform other regular daily activities.

Leave of Absence - An eligible employee is entitled to a maximum of twelve (12) weeks (twenty-six (26) weeks to care for the recovering member of the Armed Forces) of unpaid FMLA leave within a rolling twelve (12) month period.

For employees employed primarily in an instructional capacity, when FMLA leave is foreseeable based on planned medical treatment and would last longer than 20% of the total number of working days during the FMLA leave period, the District may require the employee to choose either to take FMLA leave for periods of particular duration, or not to exceed the duration of the planned treatments, or to transfer temporarily to an alternative position for which the employee is qualified that has equivalent pay and benefits, and which better accommodates recurring periods of leave than the employee’s regular position.

An employee taking FMLA leave may not, without permission, engage in other work or employment during the time of the FMLA leave. If an employee engages in other work or employment during the leave, without specific written permission from the District, the employee will be considered to have violated the terms of the FMLA leave and to have voluntarily terminated his or her employment with the District.

FMLA Leave Near End of Academic Term - For those employees primarily employed in an instructional capacity taking FMLA leave under this policy, the following restrictions apply:

Section A - Basic Provisions

1. If the employee begins FMLA leave more than five (5) weeks before the end of the academic term for any reason, the District may require the employee to continue taking FMLA leave until the end of the term if
 - a. The FMLA leave is at least three (3) weeks and
 - b. The employee's return would take place during the last three (3) week period of the academic term.
2. If the employee begins the FMLA leave less than five (5) weeks before the end of the term for the birth or placement of a child, or for the serious health condition of a child, parent or spouse, the District may require the employee to continue taking FMLA leave until the end of the academic term if
 - a. The FMLA leave is no longer than two (2) weeks and
 - b. The employee's return would take place during the last two-week period of the academic term.
3. If the employee begins FMLA leave less than three (3) weeks before the end of the term for the birth or placement of a child or for the serious health condition of a child, parent or spouse and the leave is for more than five (5) working days, the District may require the employee to continue taking FMLA leave until the end of the academic term.

Military Exigency Leave - An employee who is otherwise eligible for FMLA leave may take FMLA leave for a "qualifying exigency" stemming from his or her spouse, son, daughter or parent's call or order to active military duty, or notice of an impending call or order. Military exigency leave applies only to Military Members of the Reserves, National Guard, and certain retirees -- it does not apply to regular Armed Forces personnel. Similarly, it is based on a federal call or order to active duty; state call-ups do not qualify for military exigency leave. The term "qualifying exigency" is limited to the following broad categories:

Section A - Basic Provisions

1. Short-notice deployment (seven (7) or fewer days before deployment);
2. Military events and related activities;
3. Child care and school activities (including alternative child care arrangements; urgent child care needs; enrolling or transferring to new school or daycare; and school/daycare meetings);
4. Financial and legal arrangements;
5. Counseling (by someone other than a healthcare provider);
6. Rest and recuperation (limited to five (5) days per R&R leave); and
7. Post-deployment activities within first ninety (90) days following Military Member's return

Additional activities not encompassed in the above categories, but agreed to by the District and the employee. The employee shall provide the District with a copy of the Military Member's active duty orders (or other official documentation) to substantiate the call to active duty. The District will provide the employee seeking military exigency leave with a Military Exigency Certification form to be completed, along with the Eligibility Notice and Notice of Rights and Responsibilities (see below). The employee will be expected to complete and return the Certification form within fifteen (15) days of receipt.

Intermittent Leave or Reduced Work Schedule - An eligible employee may take FMLA leave in twelve (12) consecutive weeks, may use the leave intermittently (i.e., take days periodically when needed over the twelve (12) month period) or, under certain circumstances, may use the leave to reduce the workweek, as described in this policy. In all cases, the FMLA leave may not exceed twelve (12) weeks during the rolling twelve (12) month period, except for military family caregiver leave.

1. If an employee needs intermittent or reduced schedule leave for planned medical treatment for the employee, a family member or covered service member, the District may temporarily transfer an employee to an available alternative position with equivalent pay and benefits, if the alternative position would better accommodate an intermittent or reduced work schedule.
2. For the birth, adoption or foster care of a child, the Human Resources Department and the employee must mutually agree to the schedule before an employee may take intermittent leave or work a reduced schedule. The District is not obligated to allow intermittent leave or a reduced leave schedule for the birth, adoption or foster care of a child. Leave for the birth, adoption or foster care of a child must be taken within one (1) year of the birth or placement of a child.

Substitution of Paid Leave - An employee taking FMLA leave due to the employee's own serious health condition may use, at his-her option, accrued PTO

Section A - Basic Provisions

days, vacation days or any other previously accrued paid time off that the employee has available, before continuing leave on an unpaid basis. Any leave whether paid or unpaid or a combination thereof, for any reason that would qualify for leave under the FMLA will run concurrently with and will be counted towards the employee's twelve (12) weeks of entitlement.

Employee Notification Requirement - All employees requesting leave under this Policy are required to provide written notice at least thirty (30) days in advance of the leave, whenever possible. Absent unusual circumstances, notice of the need for leave must be made by completing the District's Leave Request Form and submitting the form to the District's Human Resources Department. If thirty (30) days' notice is not possible, such as because of the lack of knowledge of when leave will begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. The written notice must contain: (a) Sufficient information for the District to determine whether the leave may qualify for FMLA protection (e.g., information that the employee is unable to perform his/her job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a healthcare provider); (b) the anticipated duration of the leave; and (c) the anticipated start of the leave. Employees must also inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the employee fails to provide thirty (30) days' notice for a foreseeable leave, with no reasonable excuse for the delay, the leave request may be denied until at least thirty (30) days from the date the employee reasonably should have provided notice.

Upon receipt of the written notice from the employee requesting leave, the District shall inform the employee, generally within five (5) business days, as to whether or not they are eligible for FMLA leave. Along with that notice of eligibility, the District will also notify the employee of his/her rights and responsibilities under the FMLA. If the District needs additional information in order to determine whether or not a request for leave qualifies under the FMLA, that request for information shall accompany the notice of rights and responsibilities. If the employee is not eligible, the District will provide a reason why (e.g., the employee has not worked for the District for a total of twelve (12) months).

Planned Medical Treatment - An employee undergoing planned medical treatment must make reasonable efforts to schedule the treatment so as not to unduly disrupt the operations of the employee's department or School.

Medical Certification - An employee who takes leave under this Policy to care for a spouse, child or parent with a serious health condition, or because of the employee's own serious health condition, or to care for a family service member with a serious illness or injury, must provide written medical certification. The

Section A - Basic Provisions

District will provide a medical certification form to the employee to be given to the treating health care provider, generally within five (5) days after the employee returns the Leave Request Form. The certification must be returned to the District's Human Resources Department within fifteen (15) days, or the employee must provide a reasonable explanation for the delay.

Certification of a serious health condition must include the following:

1. The date the serious health condition began;
2. The health care provider's judgment concerning the probable duration of the condition;
3. The relevant medical facts of the employee's or family member's serious health condition;
4. A description of the nature of any recommended course of treatment;
5. An indication of whether in-patient hospitalization is necessary;
6. A statement that the employee either cannot perform any type of work or cannot perform the essential functions of the employee's job (when the leave is for the employee's own serious health condition); and
7. A statement that the family member needs assistance or that the employee's presence would be beneficial or desirable for the care of the family member (when leave is taken to care for a family member with a serious health condition).

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule. While on leave, the employee may be asked to periodically report on his or her status or the status of the family member and whether the employee intends to return to work.

The District reserves the right to require, at the District's expense, that the employee obtain the opinion of a second healthcare provider (approved by the District). In the case of conflicting opinions, the District reserves the right to require, at the District's expense, a medical opinion from a third healthcare provider, approved jointly by the employee and the District, which will be final and binding on the District and the employee.

Failure to provide medical certification as requested will result in the delay of the leave until such certification is provided, or denial or termination of leave if no certification is provided.

Return to Work - An employee on a FMLA leave due to the employee's own serious health condition must provide medical certification of fitness to return to

Section A - Basic Provisions

work before the employee will be reinstated to active service. Failure to provide this certification may result in delay or denial of job restoration.

Designation Notice - Within five (5) business days after receiving sufficient information to make the determination that the employee is eligible for FMLA leave, the District will provide the employee with a Designation Notice. This form will confirm whether or not the requested leave is FMLA qualifying or ask the employee to provide any additional information needed. If the leave will be designated as FMLA qualifying, the District will inform the employee of the amount of leave that will be counted against the employee's leave entitlement (if known at the time).

When an employee takes paid time off (e.g., PTO days or sick pay benefits), which would otherwise qualify as leave under this Policy except that the employee has not specifically requested FMLA leave under this Policy, the time spent on such a leave will be designated as FMLA leave and be counted towards an employee's total number of weeks to which the employee is entitled under this Policy.

Military Family Caregiver Leave - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to take up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for the service member. "Next of kin" usually means the closest blood relative of the injured or recovering service member. This caregiver leave is available during a "single twelve (12) month period" during which an eligible employee is entitled to a combined total of twenty-six (26) weeks of all types of FMLA leave. The recovering service member must be a member of the Armed Forces (including the Reserves and National Guard) who is undergoing medical treatment, recuperation or therapy, is on out-patient status, or is otherwise on a temporary disability retired list, for a serious injury or illness. A "serious injury or illness" is one incurred while on active duty in the Armed Services that may render the person unable to perform his/her military duties.

Benefit Continuation - The District will continue to provide medical and other benefits to employees on FMLA leave who were receiving said medical and other benefits at the commencement of the FMLA leave. The employee will be required to pay his/her employee contributions from any pay earned during the FMLA leave. To the extent the employee receives insufficient compensation to pay his/her required employee contributions during the FMLA leave, the District will maintain the benefits for the employee; however, the employee will be required upon return from the FMLA leave to reimburse the District for any employee contribution not paid by the employee during the FMLA leave.

If at the time of applying for FMLA leave or during the leave, the employee intends not to return to work or decides not to return to work after completion of the FMLA leave, the employee will be required to reimburse the District for the cost of

Section A - Basic Provisions

payments made to maintain the employee's benefits during the leave. This provision shall not apply if the failure to return to work is due to the continuation, recurrence or onset of a serious health condition or other circumstances beyond the control of the employee.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Job Restoration - The employee will be returned to the same or equivalent position with no loss of benefits accrued prior to the commencement of his/her leave. Any employee who does not return to work at the end of an authorized FMLA leave is subject to immediate termination of employment, subject to such rights that the employee may have under the law.

Prohibited Conduct - FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement - An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights. If you have any questions about your benefits or responsibilities under this Policy, contact the Human Resources Department.

H. General Leaves of Absence

General Leaves of Absence will be granted according to the Board's policy, adopted by Board Regulation 4620, and applicable law, as follows:

Other Leaves - General - For other good reasons not covered under the policies of this part, the Superintendent, upon receiving a written request from the employee, may recommend to the Board that an employee be granted a leave of absence with or without pay to address an extraordinary situation. Any such leave of absence shall generally be limited to one (1) year.

Application For Leave Of Absence - It shall be the responsibility of each employee to make a written application for a leave of absence in advance of the period of the absence consistent with the timelines specified in the policies of this part covering the specific leave. Requests for leave shall be made on the appropriate District

Section A - Basic Provisions

form. Each request for leave must be submitted to the employee's immediate supervisor prior to the date of the leave for review and written approval, if appropriate. After final approval, the application for leave will be submitted to the Human Resources Department at least seven (7) days before the date of the leave, unless otherwise specified.

Employment During Leave - Unless recommended by the Superintendent and authorized by the Board, an employee on leave of absence, excluding military leave, shall not accept full-time employment elsewhere during the period of leave. Full-time employment elsewhere during a leave without Board approval shall be considered a resignation on the part of the employee.

Cancellation Of Leave - A leave of absence is automatically cancelled when the reason for which the leave was granted is changed by the employee.

Employee Status During Leave - Except as otherwise indicated in policies of this part, authorized leaves of absence without pay shall not impair the tenure or permanent status of an employee, nor shall it constitute a break in year(s) of employment for a probationary employee, but periods of such leaves of absence shall not be counted as periods of service for the attainment of tenure or permanent status or for salary advancement purposes.

Application For Reinstatement - Whenever a leave of absence has been granted for a period of five (5) weeks or longer, written application for reinstatement must be received by the Division of Human Resources, consistent with the timelines specified in the policies of this part for such leave.

Reinstatement - Except as otherwise provided under the District's FMLA Leave Policy, upon the expiration of an extended leave of absence with or without pay, the employee may be reinstated to the position he/she occupied at the time the leave was granted or may be assigned to another position for which he/she is qualified (if the original position is no longer vacant), so long as the employee can perform the essential functions of the job, with or without reasonable accommodation. Failure of an employee to report for duty promptly at the expiration of the leave of absence shall be deemed a resignation on the part of the employee. If any employee has any questions about this policy, the employee should contact the Human Resources Department.

I. Failure to Report to Work

According to the Board's policy, adopted by Board Regulation 4860, any employee who fails to report for work one (1) day and fails to notify his/her immediate supervisor shall be subject to disciplinary action.

J. Abandonment of Position

Section A - Basic Provisions

1. According to the Board's policy, adopted by Board Regulation 4860, any employee who fails to report for work on three (3) consecutive working days, and who fails to notify his/her immediate supervisor shall be presumed to have abandoned his/her position.
 2. The Board shall have no obligation to pay or provide benefits to such an employee thereafter.
 3. The Division of Human Resources will notify the employee through registered mail that the employee's failure to report to work or provide notification of the absence to the employee's immediate supervisor has provided cause for the termination of the employee's employment with the Board; and, therefore, the employee's termination will be recommended to the Board.
 4. The Human Resources Department shall proceed to process the termination of any employee who does not respond within three (3) calendar days of the date of the notification letter. If the employee does timely respond, Human Resources 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.
- K.** The provisions of this Article 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 SCHOOL YEAR

The school year shall be in accordance with the calendar adopted by the Board, published the month of April in each calendar year. The school year calendar may be modified by the Board if an emergency exists. The District may schedule up to ten (10) additional professional development days within a school year.

The professional development days will be included in the Board approved calendar for a particular contract year. The District and Union will jointly serve on the District's calendar committee.

Section A - Basic Provisions

ARTICLE XVII DURATION

- A. The MOU's effective period is defined as July 1st through June 30th of the school years, 2020-2021, 2021-2022, and 2022-2023 (the "Term"). Financial provisions of this MOU that do not cover the Term of this MOU shall be negotiated at a future date by the Parties, per Article I, Section A of this MOU. These provisions shall not be modified during the Term of this MOU, 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 MOU, 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 MOU 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 MOU under the conditions of this subsection, the Board shall have no obligation to make further payments under this MOU.
- 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 MOU 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 MOU. 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.
 - 2. The Union agrees that in the event of litigation against the Board, , its agents or employees arising out of this provision, the Union will defend and indemnify and hold harmless the Board, Board, its agents or employees in any action arising out of such litigation, and costs of defending such an action, including reasonable attorney fees.

Section A - Basic Provisions

ARTICLE XVIII SAVING CLAUSE

If any portion of this MOU 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.

In the event that any portion of this MOU 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 XIX 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 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:

<u>Certificated</u>	<u>Certificated/Non-Instructional</u>	<u>Non-Certificated</u>
Classroom Teacher	Counselors	School Social Workers
Department Heads who teach at least two class periods	Speech Implementers	
Physical Education Teachers	Library Media Specialists	
Vocational Teachers	Psychological Examiners	
Teachers on Special Assignments	School Psychologists	
Special Education Teachers	Academic Instructional Coaches	
Related Arts Teachers		
Remedial Reading Teachers		
<u>Substitutes</u>		
Continuing Substitutes		
Building Substitutes		
Substitutes (Day to Day)		

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 and considered a “teacher” pursuant Section 168.221 of the Revised Statutes of Missouri and legal precedent.

Section B - Teachers

ARTICLE II TEACHER RESPONSIBILITY

- A. It is recognized that a teacher's professional responsibilities include but are not limited to such functions as: working with students, parents and staff members, class preparation, Professional Development, 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.
- 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 Board Policies, Regulations and procedures and shall in no way recriminate against same so long as said teacher adheres to Board Policies, Regulations and procedures. Nothing herein, however, shall be construed as to render immunity to any teacher for acts which are determined by the Board to be libelous, slanderous, or which in any way violate the civil rights of others.
- F. Teachers shall comply with the accepted practices of the Board and/or the Superintendent or his/her designee with regard to changing any academic grade for any student.
- 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

Section B - Teachers

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 30th as to the schedule for submitting student grades at the end of each marking period in compliance with the Board's 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 Handbook, which was created in consultation between the Parties.

Section B - Teachers

ARTICLE III 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, 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 consistent with Sections 167.161 and 167.171 of the Revised Statutes of Missouri.
- 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 all 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.
- F. 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) working days of his/her findings and recommendations.
- G. Principals will notify the police and safety officer (or the District's Safety and Security Division if no safety officer is assigned to a specific school) when a teacher is assaulted by students, parents, other school personnel and/or outside intruders, or suffers property loss or damage (including automobiles) after consultation with the teacher, provided the teacher is willing to sign a formal complaint.
- H. The principal shall notify the police and school safety officer (or the District's Safety and Security Division if no safety officer is assigned to a specific school) 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

- I. When in the opinion of the counselor, dissemination of a discipline decision will destroy or seriously impair the counselor/counselee relationship with a student, the counselor will so inform the principal or his/her designee who shall issue a decision as to whether or not the counselor is to disseminate the discipline decision.
- J. A continuous record of student discipline cases will be maintained in the Student Information System ("SIS") or any upgrade or substitute system 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.
- K. Principals shall report to the Superintendent all cases of assault suffered and reported by teachers in connection with their employment, whether or not injuries have been suffered or in which there appears to have been malicious intent. Such assaults against teachers shall be reported to the police and school safety officer (or the District's Safety and Security Division if no safety officer is assigned to a specific school) by the teacher and the principal or his/her 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 in accordance with the rules and regulations of the Board.
- L. 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.
- M. 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.
- N. 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 IV

ASSIGNMENT, TRANSFER AND PROMOTION - TEACHERS

A. Introduction

In the determination of building assignments, 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, it is recognized, however, that consideration may be given to relevant factors other than seniority but, if all such factors are equal, seniority shall prevail.

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 initial 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 and the provisions of this MOU. 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 Board. Whenever more than one member of a family is employed in the Board, 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 1st of each school year, 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 Board's goal to select and employ the best-qualified personnel, the Board 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.

C. Filling Vacancies During the School Year

When teaching vacancies occur during the school year, the major interest of the Board and Board 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 Board's 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. Upon written request of the teacher, with a copy to the Human Resources Department, signed by the principal.

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 assist with supporting transfer requests so that

Section B - Teachers

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. Exit Interview

When an employee transfers to another building and/or assignment, or terminates employment with the Board, 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 Board endorses the concept of exit interviews and believes valuable information can be gathered to benefit employees and the Board. However, should there be extenuating circumstances, a request for an exit interview can be denied by the Human Resources Department.

F. Administration-Initiated Transfer

Teacher transfers by request of the administration will be made when necessary and 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 transfer candidate for all similar vacant positions within the same area of certification.

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 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

Section B - Teachers

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. Except in extraordinary circumstances, the teacher selected for transfer shall be the least senior, provided the teachers with more seniority are qualified to perform the work that is available at the school after transfers are made. Extraordinary circumstances may include, by way of example, those situations where the more senior teacher is qualified to perform work for which the less senior teacher is not qualified to perform and cannot therefore be transferred and would otherwise suffer a layoff.
6. After it is determined that an administrative transfer is necessary (for whatever reason), the teacher being considered for a transfer shall meet with the teacher's principal. 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.
7. 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).
8. 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.
9. The Superintendent shall approve all assignment or transferred recommendation and that decision shall be final. The Human Resources Department will notify the teacher affected by any reassignment or transfer in writing, which may be e-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 MOU, the

Section B - Teachers

Superintendent may deny or institute any transfer for the good of the District, in the Superintendent's best judgment.

G. Exceptions Governing Transfers

Athletic coaching duties are assigned to teachers of subject matter, therefore, vacancies in coaches of subject matter positions may have to be filled by transfers based on consideration of both subject certification and coaching qualifications of teachers, as determined by the Superintendent.

H. The provisions of this Article shall not be modified during the period of time up to June 30, 2023, absent mutual agreement of the parties, or a declaration by the Board that an emergency exists, as set forth herein.

Section B - Teachers

ARTICLE V 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, permanent 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. The employee shall be placed in any vacant grade level or subject area in the District for which he/she is 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.

Subject to the provisions contrary in this MOU, no teacher shall be assigned to a school or work site unless the principal or work site supervisor and teacher mutually consent to the placement.

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.

Section B - Teachers

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 shall not be modified during the period of time up to June 30, 2020, 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 TEACHER RIGHTS

A. Use of Intercom

1. Consistent with the Board's long established policy disapproving any surveillance of teachers through intercom devices or video, 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 principal shall determine when faculty meetings shall be called. However, meetings shall be called only when necessary to accomplish specific purposes. 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 Superintendent in writing, 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.

Section B - Teachers

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, the parent/guardian 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 and principal will make every reasonable effort to provide basic classroom supplies and sufficient textbooks, including a copy of any teacher edition of any textbook, to the classroom teacher. 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.

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 the teacher 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 VII EVALUATION

A. Permanent 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. Permanent 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 Board and in order that the Board is notified by April 15th of each year (or at some other later time specified by the Board) 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 15th. 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

In conjunction with making a final evaluation of a teacher who requires improvement 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) working days after receipt of the written evaluation. Affixing a signature signifies receipt not agreement.

F. Standards and Criteria

Section B - Teachers

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 the employee is entitled to one (1) Union representative 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 three (3) working days following the observation. Evaluations for teachers shall be completed by May 30th. No employee shall receive a "Basic" rating solely because the teacher 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. In consultation with the Union, the Board adopted and implemented, in accordance with its previous resolution, a system of peer review referred to as "The Internal Board of Review ("IBOR") under the St. Louis Plan." As presently constituted and amended by this Policy and Rules, the Board will implement IBOR to the extent it is consistent with the terms of this Policy Statement.

Section B - Teachers

ARTICLE VIII EDUCATIONAL CONSIDERATIONS

A. System-Wide Parent Conference Days

1. System-wide Parent Conference Days shall be held twice each school year. Work hours for System-wide Parent Conference Days shall be established by the joint Calendar Committee on a yearly basis. 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, shall 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 designee will name at least one (1) of the nominees to such committees.

Section B - Teachers

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.

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.

Section B - Teachers

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.
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.

Section B - Teachers

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, academic instructional coaches (AIC's), 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. The Parties have instituted The IBOR under the St. Louis Plan and consulting teachers will be assigned to new teachers in accordance with the provisions of the Plan.
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 Board 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 Board.

Section B - Teachers

ARTICLE IX 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 27 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 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

Section B - Teachers

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 X 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 Board is committed to using, as practicable, the DESE desirable class size standard.

Section B - Teachers

ARTICLE XI SALARY AND RATES OF PAY

- A. The salary increases for all certificated employees in the represented unit herein (which is contained within Appendix B-1A) became effective April 1, 2020 and on such future dates as specified in B-1A throughout the term of this Policy Statement. In addition, the following Schedules shall remain in effect for the Term of this Policy Statement
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. Substitutes Pay (Attached as Appendix B-5).
- B. During the term of this Policy Statement, each employee's placement or advancement on the salary schedule for each year of employment will depend on the financial condition of the District and be determined by the Board. Advancement on the salary schedule requires a minimum of one (1) semester or one hundred (100) days of satisfactory services 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 Board 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 first pay period of the semester 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.

Section B - Teachers

- 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 to the Board.

Section B - Teachers

ARTICLE XII 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.
 - 1. Four to Nine (4-9) teachers in department - one (1) period per day
 - 2. 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 XIII SUMMER SCHOOL ASSIGNMENTS

- A. The Board shall notify all teachers of summer school openings on or about May 1st by posting vacancies on the District's website (www.slps.org).
- B. All applications for summer school employment shall be returned to the Human Resources Department within ten (10) 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 June 1st 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.
- H. In the event of insufficient enrollment or actual enrollment below projections, the administration may reduce the number of summer school positions and individuals appointments as administration deems necessary.
- I. Summer school appointments are not subject to Sections 168.221 or 168.251-168.291 of the Revised Statues of Missouri.

Section B - Teachers

ARTICLE XIV 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, assistant principal or site supervisor 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 one (1) Union representative at the meeting.

Section B - Teachers

ARTICLE XV **SUBSTITUTES**

A continuing substitute is defined as a daily substitute teacher who is assigned to one (1) certificated teaching assignment at one (1) location for twenty-six (26) consecutive school days or more. The daily rate of compensation for a continuing substitute is \$145.

A building substitute is defined as a daily substitute who is assigned to one (1) location, but not to the same daily certificated teaching assignment. The daily rate of compensation for a building substitute is \$120.

A day to day substitute serves various locations throughout the school year. The daily rate for a day to day substitute is \$93.

Section C - Secretarial/Clerical

Section C - Secretarial/Clerical

SECRETARIAL/CLERICAL EMPLOYEES

ARTICLE XVI **RECOGNITION**

- A. The Board recognizes that the Union has been designated as the exclusive bargaining representative for the following non-certificated personnel of the Board as follows:
- B. Persons employed by the Board 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 MOU means a person within the categories known as secretarial and clerical with the foregoing exclusions.

Section C - Secretarial/Clerical

ARTICLE XVII EMPLOYMENT CONDITIONS

A. School/Work Day

1. All employees are 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 at the time of hire or when transferred into a different titled position.

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.

Section C - Secretarial/Clerical

2. All overtime must be approved. Failure to obtain approval prior to working overtime may result in disciplinary action, up to and including, termination.
3. Employees will be assigned to overtime work when there are no qualified volunteers.
4. 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.
5. 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.
6. 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 on the basis of experience and qualifications for a particular assignment.
7. This Section C shall not be modified during the term of this MOU, 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.

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 principal or building site or department supervisor. However, the secretarial/clerical employees may assist in these duties when an emergency situation exists.

G. Job Task Priorities

Section C - Secretarial/Clerical

The establishment of job task priorities shall be the responsibility of the school or building site supervisor.

H. Space and Equipment

Secretarial/clerical employees shall be provided with necessary supplies and equipment. Clerical employees shall also be afforded 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

Permanent job openings shall be posted on the District's website (www.slps.org) and once a week all employees will be sent an e-mail containing the link to access the District's vacancy list. Permanent job openings will be posted for fourteen (14) days before filling the opening. Notwithstanding the foregoing, in cases of emergency, or when the needs of the District require otherwise, an opening will be filled within fourteen (14) day posting period.

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 MOU.
- 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.

Section C - Secretarial/Clerical

- 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 Board with a current address and phone number. The Board shall provide, by certified mail, a notice of recall to the employee at that address. The displaced employee shall notify the Board in writing within thirty (30) calendar days on intent to return. If the Board is not notified in the specified time, the employee shall be deemed to have abandoned recall rights.

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 XVIII EVALUATION

A. Evaluation

1. All employees shall be evaluated every year. The period evaluated shall cover the employee's assigned work year.
2. The principal and/or immediate supervisor, herein called evaluator, shall assume responsibility for the evaluation given the employees.
3. In conjunction with making a final 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 well documented after consultation with the employee.
4. No employee shall receive a "Needs Improvement" rating solely because the employee was hospitalized, or absent on an authorized leave of absence.
5. 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.
6. 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.
7. 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.
8. 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 written notice and informing the employee that he/she is entitled to have one (1) Union representative at the meeting.
9. 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) working days following the observation.

Section C - Secretarial/Clerical

ARTICLE XIX 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. 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 XX SALARY AND RATES OF PAY

A. Salaries

1. The salary increases for secretarial/clerical employees (which is contained within Appendix B-1A) became effective April 1, 2020 and on such future dates as specified in B-1A throughout the term of this MOU.
2. The provisions of this Article shall not be modified during the term of this MOU, absent mutual agreement of the Parties, or a declaration by the Board that an emergency exists, as set forth herein.
3. To the extent that the Board made any overpayments to employees as a result of the change in the number of days in the school year, 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 MOU.

Section C - Secretarial/Clerical

ARTICLE XXI SUMMER SCHOOL ASSIGNMENTS

- A. The Board will post summer school openings on the District's website (www.slps.org) on or about May 1st of each year.
- B. All applications for summer school employment shall be returned to the Human Resources Department within ten (10) working days after notification of openings.
- C. Associate Superintendents or their designee(s), in consultation with school principals, may consider applications for secretarial/clerical assignments and may 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 may 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 June 1st 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 XXII 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, except those hired after August 28, 2009.
- 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 have one (1) Union representative at the meeting.

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 Board.

Book Clerk Treasurer	Child Care Attendant	Family Educator
In-School Suspension Monitor	Intervention Specialist	Special Education Instruction and Care Assistant
Library Aide	Library Media Specialist Assistant	Parent Educator
Parent Infant Interaction Program - Child Care Attendant	Parent Involvement Specialist	Safety Officer I
Safety Officer II	Teacher Assistant	

The term “employee” when used in Section D of the MOU means a person within any of the foregoing classifications.

Article II
EMPLOYMENT CONDITIONS

A. School/Work Day

1. Employees are expected to arrive ten (10) minutes prior to their work assignment with the exception of twelve (12) month employees.
2. All employees are 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 Board 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-time employees will be entitled to one relief break. Such relief breaks shall be taken at the discretion of the employee, but must have approval by their 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 (www.slps.org). 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 by the school/department supervisor. 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 Board 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.

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 Board 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.
- 2. The regular work day for all Instructional Care Attendants shall be a total of seven hours and twenty-seven 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, 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 Board.
- 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 Board 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.

Article III **EVALUATION**

H. Evaluation – Permanent and Probationary Employees

1. All employees shall be evaluated every year. The period evaluated shall cover the employee's assigned work year.
2. The principal and/or immediate supervisor, herein called "evaluator," shall assume responsibility for the evaluation given the employees.
3. 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.
4. In conjunction with making a final 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 well documented after consultation with the employee.
5. An observation may not be relied upon 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.
6. No employee shall receive a "Needs Improvement" rating solely because the employee was hospitalized, or absent on an authorized leave of absence.
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 written notice, and informing the employee that he/she is entitled to have one (1) Union representative at the meeting.
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.

Article IV
TEACHER ASSISTANTS

- I. Teacher assistants shall not be required to perform duties which are the responsibility of the custodian.
- J. 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.
- K. All regular duties and emergency assignments at a given location are to be assigned by the school/department supervisor. The duties and assignments will be made on a fair and equitable basis.
- L. Summer School Assignment for Teacher Assistants
 - 1. The Board shall notify all teacher assistants of summer school openings on the District's website (www.slps.org) on or about May 1st of each year.
 - 2. All applications for summer school employment shall be returned to the Human Resources Department within ten (10) working days after notification of openings.
 - 3. Associate Superintendents or their designee(s), in consultation with school principals, may consider applications for teacher assistants and may select applicants for summer school assignments. Preference may 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 may be used by the Associate Superintendents in filling summer school positions:
 - a. A rating of "Satisfactory" or better
 - b. Prior summer school experience
 - 4. Teacher assistants may 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.
 - 5. 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.
 - 6. All successful applicants will be notified of their assignments as soon as possible, but before the end of school.
 - 7. The regular hourly rate of pay for summer school teacher aides and assistants shall be the same as for the regular school year.

8. The Board will furnish to the Union, by June 1st 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.
 9. 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.
- M. 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. Consideration may be given to relevant factors other than seniority but, if all such factors are equal, seniority shall prevail. 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.
- N. 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.
- O. 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-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.
- P. Instructional Care Assistants will be properly trained.

Article V
BOOK-CLERK TREASURERS

- Q. 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.
- R. 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 enroute 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.
- S. 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.
- T. 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.
- U. Student helpers shall be assigned to work with and under the supervision of the book-clerk treasurer.
- V. Such student helpers shall be selected by the principal in consultation with the book-clerk treasurer.
1. Student helpers may 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.
 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.
- W. Appropriate in-service programs shall be scheduled for book-clerk treasurers.

Article VI
SAFETY OFFICERS

- X. Principals and/or their designee 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 designee 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.
- Y. Principals shall inform all safety officers of students who are not to be on the school premises until further notice.
- Z. Safety officers shall be supplied with the equipment approved by the Board, which equipment shall remain the property of the Board. Upon termination of employment, safety officers shall return to the Board any equipment or other property of the Board 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.
- AA. Safety officers shall be entitled to benefits under the Workers' Compensation Act for job related injuries.
- BB. 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.
- CC. 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.
- DD. License Renewal Procedures

Any employee required to maintain a license from the St. Louis Metropolitan Police Department / Board of Commissioners as a requirement of their job duties must maintain a valid license at all times during their employment with the Board.

1. To facilitate with the process of renewing such a license, employees must hand deliver a written request to the District's Safety and Security Division to retrieve their license renewal letter no earlier than thirty (30) days before, but no later than fifteen (15) days prior to the expiration date of their license.
2. Once the written request has been received by the Safety and Security Division, the employee's license renewal letter will be available for personal retrieval by the requesting employee at the main office location of the Safety and Security Division three (3) working days after the receipt of the employee's request. If the District is not in receipt of the renewal notice for an employee's license, the

Department of Safety and Security will notify the employee within three (3) working days of this fact.

3. It is the obligation of the employee to apply for license renewal within ten (10) days of their license expiration date. The Board will not reimburse the employee for any license application or renewal fees.
 4. The suspension or revocation of the license by the St. Louis Metropolitan Board of Police Commissioners is grounds for disciplinary action, up to and including termination.
- EE. The Board shall provide permanent security type badges and photo identification cards to all safety officers.
- FF. The Board 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.
- GG. Safety officers will not be required to govern, teach, discipline or otherwise assume the classroom duties of the certificated staff.
- HH. Safety officers are not authorized to carry firearms unless specifically approved to do so by the Board.

Article VII
RATES OF PAY

II. Salaries

1. The salary increases schedule for paraprofessional employees (which is contained within Appendix B-1A) became effective April 1, 2020 and on such future dates as specified in B-1A throughout the term of this MOU becomes effective July 1st of the Term of this MOU.
2. This provision shall not be modified during the Term of this MOU, absent mutual agreement of the Parties, or a declaration by the Board that an emergency exists, as set forth herein.
3. To the extent that the Board made any overpayment to employees as a result of the change in the number of days in the current school year, as set forth in Article XII, Section E, of Section B (Teachers), such overpayment will be offset from any retroactive pay adjustment that may be made to employees as a result of the provisions of this MOU.

JJ. 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.

KK. Overtime

1. All overtime must be approved. Failure to obtain approval prior to working overtime may result in disciplinary action, up to and including, termination.
2. Employees may be assigned to overtime 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, as required by and in accordance with the law.
4. Records shall be kept by the Board. A copy may be obtained by the employee upon request.
5. Overtime assignment records will be reviewed quarterly by the appropriate Associate or Deputy Superintendent. The District will attempt, as practicable, to rotate overtime assignments on the basis of experience and qualifications to distribute overtime assignments fairly and equitable as is practicable.

Article VIII
FRINGE BENEFITS

LL. Holiday

All regular employees shall receive pay for holidays according to the school calendar as it applies to all Board employees. 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 4th 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.

MM. Jury Duty

A regular employee who is absent because he/she was 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 the employee receives as a juror.

NN. 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.

Article IX
DISCIPLINE AND DISCHARGE

OO. No employee shall be reprimanded except for just cause. A copy of any written reprimand will be given to the employee.

PP. Except for non-certificated employees hired after August 28, 2009, 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 the employee's job.

QQ. 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 one (1) Union representative at the meeting.

Economic Terms

A. Pay Increases for the 2020 – 2021 School Year.

All Regular Employees will receive a 4% increase to their base pay, effective no later than March 27, 2021 for the 2020-2021 School year.

B. Ratification Bonus for the 2020 – 2021 School Year.

For all Regular Employees hired as of October 16, 2020, a ratification bonus of \$1,900 payable as soon as practicable after ratification. For legal reasons, the Board does not believe this amount can be considered for pension purposes. Regular Employees must be employed by the District in an active status at the time of payment to receive this ratification bonus.

C. Pay Increases for the 2021 – 2022 School Year.

All Regular Employees will receive a 3% increase to their base pay for the 2021-2022 School year, effective July 1, 2021.

D. Pay Increases for the 2022 – 2023 School Year.

All Regular Employees will receive a 3% increase to their base pay for the 2022-2023 School year, effective July 1, 2022.

E. Additional Uniforms for Safety Officers

All Safety Officers will be provided one (1) uniform each year consisting of a pair of pants, a long-sleeved shirt and a short-sleeved shirt.

F. Increases to the District's Minimum Wage.

- (1) All regular employees whose regular rate of pay equates to less than \$13.00 per hour will receive a raise to an effective rate of \$13.00 per hour, effective January 2, 2021.
- (2) All regular employees whose regular rate of pay equates to less than \$14.00 per hour will receive a raise to an effective rate of \$14.00 per hour, effective January 2, 2022.
- (3) All regular employees whose regular rate of pay equates to less than \$15.00 per hour will receive a raise to an effective rate of \$15.00 per hour, effective January 2, 2023.

**For the minimum wage increase set forth in Section F(1) above, employees will receive the greater of the 4% increase or the increase to the \$13.00 minimum.*

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

ON BEHALF OF THE BOARD OF EDUCATION
FOR THE CITY OF ST. LOUIS

7.30.21
Dated

By: Jayce Z Roberts
President

7/30/2021
Dated

By: [Signature]
Secretary

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

7/30/21
Dated

By: Ray Cummings
Ray Cummings, President

APPENDICES

**ST. LOUIS PUBLIC SCHOOLS
SUBSTITUTE TEACHER RATES**

POSITION	
Substitute Teacher Daily Rate	93.00
Substitute Teacher Building Rate	120.00
Substitute Teacher Continuing Rate	145.00