

**PREAMBLE**

This policy statement has been compiled following a series of meetings and discussions held between the representatives of the St. Louis Board of Education and the St. Louis Teachers Union, Local 420.

The St. Louis Teachers Union, Local 420, American Federation of Teachers, AFL-CIO, represents professional teachers and other employees who have an interest in educational excellence, as does the St. Louis Board of Education. This interest is far beyond the scope of a policy statement governing terms and conditions of employment.

The St. Louis Board of Education and the St. Louis Teachers and School Related Personnel Union, Local 420, AFT/AFL-CIO, recognize that the development of a quality educational program for the children of the St. Louis Public Schools District is a joint responsibility. In entering into this agreement, both the Board and the Union recognize that the experience, creativity and the judgment of both parties are necessary to fulfill the educational needs of the community.

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

This policy statement contains provisions relating to term and conditions of employment and it also provides for a system of communication and consultation whereby the Superintendent of Schools, 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 and the development thereof, as well as matters relating to the implementation of this policy statement.

In the implementation of this Policy Statement, the Board shall comply with the Board's obligation to maintain a policy of desegregation and staffing as required by the 1999 Desegregation Settlement Agreement.

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:

**ARTICLE I      DISCUSSION PROCEDURE**

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

**ARTICLE II      POLICY PRACTICE**

- A. The Board or its representatives shall take no action during the period to which this policy statement relates to reduce benefits presently provided the employees, provided there are sufficient funds to maintain such benefits.
- B. The Board or its representatives shall make no changes without having given written advance notification to the Union, which would allow sufficient time for discussion thereon prior to action by the Board and/or any standing committee of the Board, if such discussion is requested by the Union.

- C. The parties to this Agreement will communicate with each other by facsimile (fax), electronic mail (e-mail), regular carrier, or personally receipted mail.
- D. The cost of copying this agreement will be borne jointly by the Board and the Union.
- E. The Superintendent of Schools and other administrators shall make no administrative change, which would invalidate any provision contained in this policy statement.

**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 of Schools or his/her staff, under the foregoing, shall not be inconsistent with any of the other provisions of this policy statement.

**ARTICLE IV    NON-DISCRIMINATION**

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

**ARTICLE V    GRIEVANCE PROCEDURE**

- A. If any employee feels unfairly treated through the misapplication of any of these provisions, he/she may have recourse to the following procedure:
  - 1. Within ten (10) working days of the occurrence that gives rise to the grievance, the employee or the Union shall meet with the principal or the immediate supervisor in an effort to resolve the grievance. If the matter is not settled within three (3) working days of the meeting, or if the Principal or immediate supervisor are unable or refuses to meet within fifteen (15) working days of the occurrence, the grievance shall be reduced to writing and shall be submitted to the Assistant Superintendent with the administrative authority over the principal or supervisor with a copy to the head of the Human Resources Division.
  - 2. In the event the grievance is not resolved by the principal or supervisor, the employee or the Union shall submit the grievance within five (5) working days to the Assistant Superintendent, with a copy to the Executive Director of Human Resources. The Assistant Superintendent shall schedule a meeting to discuss the grievance with the representative of the Union. The meeting will be held within fifteen (15) days of the date that the grievance was submitted in writing. In the event the grievance is not resolved at the meeting, the Assistant Superintendent shall provide to the employee and the Union a written response to the grievance within five (5) working days of the meeting.
  - 3. In the event the grievance is not resolved and the response to the grievance from the Assistant Superintendent is unsatisfactory, the Union in its sole discretion may demand arbitration of the grievance, in writing, within fifteen (15) days of the answer of the Assistant Superintendent.
  - 4. In the event that the Union makes a demand for the arbitration, the Union and the District, through their respective representatives, shall attempt to select an arbitrator, but in the event that

the parties are unable to mutually agree, they shall make mutual application to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators. The Union and the District shall share the cost of the panel.

5. Upon receipt of the panel of arbitrators, the Union and the District shall select an arbitrator from the list by alternately striking names from the list until one name remains, and that person shall be the arbitrator for the grievance. If there is a dispute as to which party will strike first, the determination shall be made by lot. Neither party shall have the right to reject a panel of arbitrators.
6. The arbitrator shall have no power to add to or subtract from the terms of this policy statement.
7. If a dispute exists concerning the arbitrability of an issue referred to arbitration, the issue of arbitrability shall be the first issue before the arbitrator and no other matter will be considered by the arbitrator until the question of arbitrability is resolved. All matters of discipline and discharge that are subject to Chapter 168 of the Missouri Revised Statutes are expressly excluded from the grievance and arbitration provisions.
8. The decision of the arbitrator shall be final and binding on the Union, the grieving employee and the District, and shall be enforceable in the Circuit Court of the City of St. Louis.
9. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator will be divided equally between the parties.

B. Other Provisions Governing the Grievance Procedure

1. Any of the time limits set forth at any of the several stages of the foregoing procedure may be extended by mutual agreement between the parties.
2. No employee will be prejudiced or discriminated against by the Board or school administration because of his/her participation in this grievance procedure. Nor shall the fact that an employee has filed or participated in a grievance be taken into account in the evaluation of such employee.
3. The Board and administration will cooperate with the parties involved in its investigation of any grievance and further will furnish the parties involved such reasonable and appropriate information as is requested for the processing of any grievance.
4. Should the investigation or processing of any grievance require that an employee or his/her representative be released from a regular assignment, he/she shall be released without loss of pay or benefits 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 filed separately from the personnel file of the participant.
6. If a grievance develops at or near the end of the school year, such that sufficient time is not available during the school term to implement fully the grievance procedure set forth, said time limits shall be waived to expedite the process of the grievance.
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 employees or the organization.

9. If in any given case the parties should mutually agree that an expedited arbitration hearing is appropriate, the hearing will be conducted in accordance with the following:
  - a. The hearing will be informal.
  - b. No briefs shall be filed or transcripts made.
  - c. There shall be no formal rules of evidence.
  - d. The hearing shall normally be completed within one (1) day.
  - e. The arbitrator shall render his/her written decision within five (5) days after conclusion of the hearing. His/her decision shall be based on the record before him/her and shall include a written explanation for the basis of his/her conclusion. However, these decisions shall not be cited as a precedent.
  - f. The arbitrator shall be selected in the same manner as provided in Section A-5 of this article.

**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 St. Louis Teachers and School Related Personnel Union, Local 420, AFT/AFL-CIO. 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 preclude the Board or its designee from responding appropriately to others in the exercise of rights accorded to them by law.
2. The Union shall be granted the right to place relevant materials in the Board's Packet, which is provided to new employees. The Executive Director of Human Resources, before inclusion in the packet, shall approve all material.
3. Any complaint by a Union Officer, Area Coordinator or Building Steward of harassment in the performance of their official union duties may be processed under Article V Grievance Procedure.

B. Leave for Union Activity

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

C. Released Time

Released time will be granted to no more than five (5) employees as defined in Section B, Teachers, Article 1, five (5) employees as defined in Section C, Secretarial/Clerical, Article 1, four (4) employees as defined in Section D, Paraprofessional, Article 1, 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 an authorization, the required amount of fees for the payment of Union dues and/or voluntary contributions. No deduction will be discontinued except upon written notification to the Board by the Union or by failure of the employee to have sufficient salary remaining after other deductions have been processed. Revocation of a dues deduction authorization shall be made only between June 1 and June 30. The Union must report to the Board no later than July 10 the names of employees who have requested discontinuation of deduction payroll 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 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. Any discrepancies must be reported by the Union to the Board within five (5) days of receipt of the deduction report.
2. The Union shall indemnify and defend the Board, the Superintendent and all other Board employees from any claim concerning the deduction of Union dues pursuant to this section.

E. Lists

1. The Board will furnish to the Union by September 30, October 30, November 30, January 30, April 30, June 30 of each year a complete list of employees in electronic form covered by this policy statement. The list will contain name, last name first, employee's 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 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 at Schools by Teacher 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 during the lunch period or during any other non-teaching or non-duty times, if such visit does not conflict or interfere with other school or job activities.
2. A list of all such accredited representatives shall be furnished 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, or designee, 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 (not more than five [5] in number) access to the school or location, after school or working hours, for consultation. Such access shall not be unreasonably withheld and subject to the administrator's concurrence.

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

1. All Union literature and notices distributed under this section shall be authorized by officially designated representatives of the Union.
2. The Union shall be provided adequate bulletin board space in a place readily accessible to and normally frequented by all employees for the posting of the following:
  - a. Meeting notices and information concerning the internal functioning of the Union. Courtesy copies of such notices and information shall be given to the principal or other head of a location.
  - b. All other Union literature may state views opposing Board and administration policies so long as it remains in good professional taste. Such literature shall not suggest, urge or propose action by employees in contravention of any Board or administrative order or directive, violation of this policy statement or interruption of normal employee duties. Courtesy copies of all such literature will be presented to the principal, or head of a location, or his/her designee, before posting, In the event he/she questions whether the material will contravene any of the foregoing, the principal or head of a location will immediately refer the question to the Human Resource Division, who shall pass on the question within one (1) working day.
3. The Union shall have the right to place literature and notices in the mailboxes of employees providing such material is not in violation of any of the provisions set forth in this section. Communications from other organizations which do not purport to represent the employees referred to in this policy statement may also be placed in the employees' mailboxes, subject to such rules as may be prescribed by the Board. Courtesy copies of all such material shall be presented to the principal or head of a location, or his/her designee 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, Associate Superintendent or other head of a location notice, directive or posting relating to working conditions of employees generally, or to any group of employees shall be sent to the president of the Union simultaneously. Copies of all communications sent by the Union to employees generally shall be sent to the Human Resource Division simultaneously.

I. Labor/Management Meetings

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

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, beginning not later than September 30, at an agreed upon time which would not interfere with classroom activity to discuss ideas which may facilitate the accomplishment of the school's mission.

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

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

K. Information and Statistics

Copies of any information, statistics scattergrams and records which are relevant to discussions between the Board and the Union on wages and working conditions or necessary for the proper implementation of the terms of this policy statement, shall be made available by either party upon the request of the other. This shall not apply to any confidential or privileged material.

L. Voluntary Contributions

1. Local 420 shall submit to the Payroll Department of the St. Louis Public School System signed Local 420 Political Action Committee/COPE payroll deduction authorization cards.
2. These voluntary PAC/COPE deduction authorization cards shall specify an amount to be deducted from the participating employee's biweekly pay. The deductions shall be made from biweekly paychecks with the exception of escrow account checks.
3. Increase, decrease or revocation of an authorization shall be made only between June 1 and June 30.
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.

**ARTICLE VII EMPLOYEE PROTECTION**

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 provided for under The Workers' Compensation Law and the Board's regulations regarding assaults, as follows:
2. Any employee who is absent because of any injury compensable under the Workers' Compensation Act of the State of Missouri will receive statutory compensation under the Missouri Workers' Compensation Act.

B. Assault Injury

1. Any employee who is absent because of an assault injury which is compensable under the Workers' Compensation Act in the State of Missouri, will receive statutory compensation under the Missouri Workers' Compensation Act. In addition to that payment, while an employee is

absent because of an assault injury which is compensable under the Missouri Workers' Compensation Act, the Board will supplement the Workers' Compensation amount for an employee absent because of an assault injury by a separate payment in an amount equal to 75% of the difference between the employee's regular compensation (net of legally required deductions) and the Workers' Compensation check.

2. For the purposes of this section, assault injury means a physical injury caused without the employee's consent and arising out of or as a result of an assault involving any student, parent or employee of the St. Louis Public Schools.
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 benefits to the Supervisor of Insurance and Risk Management. The Supervisor of Insurance and Risk Management will compare this report to the employee's supervisor's descriptive report of the accident which is submitted pursuant to Board Regulation R4640.3 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 Resource Division 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 Resource Division within two (2) days of the date of the employee's return to work.

D. Student Transportation

1. In the event a student requires transportation after a school sponsored activity has terminated and the employee is the sponsor of such activity, he/she shall be empowered to call the local police department for transportation of said student(s).
2. Employees who volunteer for authorized trips must have prior written approval of the Principal or the Principal's designee. Such written notice will provide the employee with liability insurance as outlined by the provisions of Paragraph B of Board Regulation R4770.

E. Damage to Personal Property

1. Any employee who sustains damage or loss to any personal property, such as wearing apparel, dentures, eye glasses, hearing aids, and automobiles, due to an incident which occurred on Board property or during a school sponsored event, and which can be documented by a written police report, shall be entitled to reimbursement. The employee will present a copy of the police report and an application for reimbursement to their principal/supervisor and to the head of the Human Resources Division in order to receive reimbursement. Each case will be decided on its merits. Reimbursement for damage to an employee's automobile shall only be reimbursed up to the employee's insurance deductible actually paid by the employee.



- 2. At no time shall the employee suffer any loss of pay or benefits due to the conduct of police investigations or court appearances related to the damage or loss of personal property due to assault, harassment and/or acts of violence in the line of duty.
- 3. Any employee who is the victim of an attack or act of vandalism may make a personal report to the School Safety Office and to the Police Department.

F. Assault to an Employee

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

**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 2005-2006 and 2006-2007 school years is described in Appendix A-2. Substitute 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 thirty thousand dollars (\$30,000) will be provided for all full-time regular employees.

E. Health Maintenance Organizations

Full-time employees will be given the opportunity of participating in an HMO. The employee's participation in an HMO shall be at his/her option.

F. Employee Assistance Program

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

G. Insurance Benefit Committee

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

H. 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.

I. Exempt/Non-Exempt Employees

Employees are classified as exempt or non exempt from Federal minimum wage and overtime regulations. Non-exempt employees will only be paid for hours actually worked, plus overtime pay when required and paid sick leave, PTO, holidays and vacation time.

J. 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.

K. Jury Duty

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

L. Tax Sheltered Annuity

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

M. 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. If an employee believes that direct deposit is impractical, the employee may apply to the head of the Human Resources Division for waiver of this requirement.
2. For any employee who does not have a bank account that can accept direct deposits of payroll checks, the Board shall facilitate the opening of a bank account for such employee that can accept direct deposits.

**ARTICLE II SENIORITY AND TRANSFERS**

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

**ARTICLE III ASSIGNMENT, TRANSFER AND PROMOTION**

A. Considerations

In making assignments and transfers of employees, consideration shall be given to the following: grade level and subject matter areas (where applicable); position for which the employee is best suited by qualification and experience; available vacancies, school/work and locality preference. The Superintendent of Schools may deny or institute any transfer for the good of the system, provided that upon request a valid reason therefore is stated in writing.

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 of Schools, as provided in paragraph "A" above.

C. Employee-Initiated Request for Transfer

Prior to April 1 of each year, employees shall be notified of vacancies for the next school year. The Human Resources Division will forward a list of all vacancies to each location. Each principal or site supervisor will make a copy of the list available to each employee. The list will also be posted on the District's website. Employees who may be interested in transferring to other assignments at the beginning of the next school year should file a request with the Division of Human Resources on the approved form between the dates of April 1 and 14. Requests filed at other times will be held for consideration or action until March 31, after the date of filing, at which time they will be invalid; they may be renewed between the dates indicated above.

D. General Procedures

1. Transfers are usually made at the beginning of the school year.
2. Requests for transfer within a semester are not usually granted except in cases of emergency.
3. Transfers will be granted when the efficiency of the schools or other locations can be maintained.
4. System-Wide seniority, "job-family" seniority, and seniority within a particular job will be given due consideration in making transfers.
5. Usually, an employee will not be transferred during his/her period of probationary service.
6. In the event that the Human Resource Division and the Superintendent or designee, or the supervisor (in the case of non-certificated employees), concur in the belief 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 of Schools reserves the right to select the staff. Employee requests for transfer will be received and granted when possible.
8. In the event a satisfactory employee is involuntarily transferred, the employee will be given at least one (1) week's notice with valid reasons therefore stated in writing.

E. Rank

As used herein, rank refers to the following employee designations: continuing substitutes (certificated personnel), substitutes (probationary and tenured). The ranking is as follows:

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

F. Promotions

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

1. "Length of service" means the time elapsed since the first probationary appointment, except when there is an interruption of service because of resignation or other termination. "Length of service" then means time elapsed since the latest probationary appointment.
2. "Character of Service" as it relates to the promotion of an employee to a position where there is an opening means past performance with the 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.

- 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.

G. Preference

If the qualifications of two (2) or more applicants are substantially equal, the assignment, transfers or promotion of the employee shall be made on the basis of system-wide seniority and, in the event system-wide seniority is equal, then on the basis of total professional experience. If system-wide seniority and total professional experience are equal, the preference shall be given to the first applicant in accordance with the date and time the application was received in the Human Resource Division. For non-certificated employees, the application referred to herein shall mean the employee's most recent non-certificated application for employment.

**ARTICLE IV    VACANCIES**

- A. A vacancy exists when a position is not occupied and it has been determined by the Human Resource Division that it will be of at least one (1) year's duration.
- B. All vacancies shall be announced on personnel bulletin boards located throughout the district and the school district's website. Qualifications, requirements, duties, salary, location, name of the administrator, and other pertinent information will be included in the announcement.
- C. Vacancies occurring during the summer months when some employees are not on regular duty shall be posted in the office of the Human Resource Division and on the school district's website.
- D. Reasonable time shall be allowed after notice of vacancies for submission of applications, with a minimum of seven (7) school days after vacancy notices are posted. All vacancies in extra curricular activities in a school/location shall be advertised at the school/location level where vacancies exist.
- E. All applications for qualified employees shall be kept on file for one (1) year.

**ARTICLE V    EMPLOYEE RIGHTS**

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 Union because of membership or non-membership in any organization.

B. Personnel Files

- 1. All material in the personnel file at the Human Resource Division 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 Resource Division or the site administrator.
- 2. Material relating to an employee's conduct, service, character or personality shall not be placed in the employee's personnel file unless the employee is given the opportunity to acknowledge that he/she has read such material by affixing his/her signature on the actual copy filed with the

understanding that such signature merely signifies that he/she read the material. However, if an employee does not avail himself/herself of the opportunity of reading such material within thirty (30) days after being informed of its existence, it may then be placed in the employee's personnel file.

3. The employee shall have the right to answer any material filed, and his/her answer shall be attached to the file copy. Action by the Board in relation to the retention, promotion, or recommendation for dismissal of an employee will, in the main, be based only on material and information contained in that employee's personnel file. The Board condemns any possible practice of maintaining so-called "secret" files on employees. 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 the material. Affixing his/her signature in this regard is not an admission of guilt or concurrence with the contents of the document.

C. Job Descriptions

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

D. Health and Safety

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

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

- a. The entire main entrance and any other entrance which is open for use.
  - b. Each set of stairs at any entrance which is open for use.
  - c. The sidewalk in front of the main entrance.
  - d. A three-foot path through the schoolyard front and entrance gate to at least one building entrance from which such snow and ice has been removed.
4. Parking lots  
Snow and ice shall be removed to allow for employee access.
  5. Safety and Health

The Superintendent will consider temperatures in determining whether any accommodations, including the closing of schools, are needed to insure the safety of students and staff. In the event of extreme temperatures, the Superintendent may close school or implement an "abbreviated school day" as set forth in Board Regulation R6114.6 governing inclement weather.

6. Exterior Lighting

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

7. Personal Safety

The Administration shall notify the St. Louis Police Department of any extension of the school day to insure 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 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. Telephones

In school/work sites where employees desire telephones for non-school/work site business use, the telephone company shall be requested to install pay telephones. In school/work sites where pay telephones are not installed, present access to school/work site telephones will be continued.

I. Smoking Regulation

Smoking is prohibited in all facilities under the jurisdiction of the St. Louis Public Schools.

J. Reprimand of Employees

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

K. Reporting Child Abuse/Neglect

Any employee who has reasonable cause to suspect, or who receives a report from any person that a child has been or may be subjected to abuse or neglect, committed by any person, including abuse by another school employee, shall immediately report the facts to the school principal. When an administrator has knowledge that a hotline report is made regarding an employee, an investigation of the report will be conducted pursuant to the provisions of applicable law and Board regulations. If requested by the employee who is the subject of the report, the Union will be notified as soon as

reasonably practicable for the purpose of ensuring that representation is made available for the investigation. The accused employee may be immediately assigned, with pay, to other duties which do not require contact with students. The employee will receive, in writing, a list of all charges. Any employee for which the Division of Family Services finds insufficient evidence of abuse or neglect may request reassignment to his/her previous job site or other sites with duties that he/she is qualified to perform. If any report regarding the alleged incident is placed in the employee's file and DFS finds insufficient evidence of abuse and no disciplinary action is taken against the employee, then that report will be deleted from the employee's file after DFS provides written notice it has expunged the record from DFS files.

L. Professionalism

Teacher, paraprofessional and secretary/clerical employees should always present themselves in a professional manner. Style of dress may vary according to situation but should always present a professional image of neatness and cleanliness.

M. Safe Schools

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

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 agreement, an employee will be notified of all written material added in all of his/her files. At the employee's request, copies will be provided within five (5) days. An employee will have the right to respond in writing and have the response included in the file attached to the material within thirty (30) days of receipt of the copy.

**ARTICLE VI**                    **LEAVES**

A. Sabbatical Leave of Absence

1. Purpose

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

2. Eligibility

To be eligible for the first sabbatical year's leave of absence to be granted on request, an employee must have nine (9) years of continuous, uninterrupted service (one-half of a school



year or more per year) following appointment. Successive sabbatical leaves of absence may be granted at intervals of seven years e.g. the 16<sup>th</sup>, 23<sup>rd</sup>, 30<sup>th</sup> years of employment.

3. Application for Leave

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

4. Salary Provisions

- a. The salary granted an employee on sabbatical leave shall be one-half of the scheduled salary for the employee during the school year of the leave for a certificated employee or during the leave for a non-certificated employee. The Office of Business Services of the Board of Education will forward the biweekly check of the employee on sabbatical leave to the address on file in the Human Resource Division. The final biweekly salary check will be payable upon approval of the required sabbatical leave report.
- b. An individual who was granted a sabbatical leave must teach or serve one year in the St. Louis Public Schools following completion of the leave. If the employee's service is discontinued for any reason other than his/her incapacity to carry out his/her assignment before the expiration of one year or in the case of a non-certificated employee, before the expiration of the leave, he/she shall pay back to the Board of Education a pro rata part of the sabbatical allowance.

5. Allotment

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

6. Return to Service

- a. An employee, upon return to service from sabbatical leave of absence, shall be restored to his/her former position or to a position of like nature, seniority, status, and pay. He/she shall receive, when sabbatical leave is computed, such automatic increases in salary rating as would have been received had he/she remained in active service. An employee shall be allowed credit toward retirement for the time spent on sabbatical leave in accordance with the rules and regulations established by the St. Louis Public School Retirement System.
- b. Salary increments will be allowed only if study or travel results are approved by the Human Resource Division.

- c. An employee on sabbatical leave of absence shall not be entitled to any sick leave or PTO days during the period of sabbatical leave and no unused sick leave or PTO days for the period of leave shall be added to his/her credit on his/her return to duty.
- d. An employee on sabbatical leave of absence shall be entitled to the annual vacation leave during the period of leave so long as he/she otherwise qualifies for vacation leave.

7. Incomplete Leave

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

B. Bereavement Leave

A full-time employee absent for bereavement leave may be paid full salary for such absence but shall be limited to the following:

1. First Degree of Relationship. 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, child, grandparent, grandchild, sibling or domestic partner of the employee. For an individual to constitute an employee's domestic partner, both individuals must be age 18 or older, and unrelated by blood closer than permitted by the State of Missouri marriage laws, and who are in a committed relationship of an indefinite duration, who support each other and whose relationship resembles a mutually exclusive relationship similar to that of marriage.
2. Second Degree of Relationship. Up to two (2) working days in any pattern, including and immediately following the day of death and/or date of funeral of a half-brother or half-sister, nephew, niece, aunt, uncle, step-child, step-parent, parent-in-law, step-brother or step-sister, sister-in-law or brother-in-law, son-in-law or daughter-in-law. This is limited to two (2) occurrences per year.
3. Third Degree of Relationship. 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, grandnephew or niece, grandaunt or uncle, or first cousin. This is limited to two (2) occurrences per year.
4. Leave for attendance at a funeral of a departmental employee or a retired departmental employee may be granted by the Superintendent of Schools at his/her discretion.
5. Immediately upon return to work from bereavement leave, the employee shall list on a form provided by the Board the name of the relative, date of funeral and relationship to the employee.

C. Leave for Military Reserve Training or State of Emergency

1. Permanent employees (employed other than by the hour, day or week), including those on probation, who by reason of membership in the United States Military or National Guard or Naval Reserve are ordered by the appropriate authorities to attend a training period or encampment under the supervision of the United States Armed Forces, shall be granted leaves of absence from their positions during the actual duration of such activity, not to exceed fifteen (15) days annually in any federal fiscal year (October 1 - September 30). This leave shall be granted to ten (10), ten and one-half (10½), and eleven (11) month certificated employees only when the

training period cannot be scheduled during the normal summer vacation period and each such employee will be eligible to be paid for eleven (11) work days.

2. In the event the employee is a member of any unit of the United States Armed Forces, Reserve Unit or National Guard and is activated by the appropriate officials as a result of a disaster or other state of emergency, the employee shall be given a leave of absence for the duration of the emergency. At the conclusion of the emergency, the employee shall be returned to the position formerly held, if available, or to an equivalent position if the former position is not available and at the level of compensation, benefits (except for PTO and vacation days accrued during such leave period) and seniority they would have held had they been continuously employed.

D. Sick Leave

For those employees who were employed by the Board before July 1, 2003, and who elected not to participate in either one or both of the STD or LTD portions of the Board's STD/LTD Program, the following provisions regarding sick leave shall apply:

1. For employees who elected not to participate in either one or both of the STD or LTD portions of the STD/LTD Program, they will have their accrued sick leave days as of January 1, 2004, available for use due to illness or injury of the employee or the employee's family members. No additional sick leave days will accrue. Sick leave days shall be paid at an employee's December 31, 2003 rate of pay when used.
2. Sick leave shall be granted to all regular employees, for illness or disability of the employee. Ten (10) days of leave may be granted to an employee due to illness in his/her immediate family. "Immediate family" shall be defined as a parent, spouse or child in the first degree of relationship by affinity and consanguinity.
3. In all cases of absence of an employee from duty for five (5) consecutive days or more, a physician's statement is required. In the event a full-time employee requests sick leave for more than nine (9) consecutive work days, the employee must submit a physician's statement along with his/her leave request form to the Human Resource Division before taking such leave or prior to the ninth (9<sup>th</sup>) consecutive day of absence.
4. Three (3) days of leave shall be granted due to illness or disability in the employee's family related in the second degree of relationship by affinity and consanguinity. The second degree of relationship includes brother, sister, half-brother or half-sister, nephew, niece, aunt, uncle, grandparent, step-parent, step-child, parent-in-law, step-brother or step-sister, sister-in-law or brother-in-law, son-in-law or daughter-in-law, and grandchild.
5. Approval of paid leave in excess of nine (9) consecutive work days shall be subject to advice-to-pay review by the Board or its designee.
6. When deemed warranted to protect the continuity of services and to assure the well being of an employee, the Superintendent of Schools shall have the right to require an immediate examination of an employee by a physician designated by the Human Resource Division (time away from work for such an examination shall not result in any loss of accumulated sick leave or any other benefit). The Superintendent of Schools may also require periodic medical reports from any employee who is on an extended leave of absence due to illness.
7. Regular employees receiving sick leave pay for absences on both the day preceding and the day following a holiday or holidays shall receive holiday pay. The absence for the holiday(s) shall not be deducted from the employee's accumulated sick leave.
8. Pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom, and any temporary disability resulting therefrom shall be covered by the sick leave provision of this section and shall be treated as any other temporary disability for all job related purposes,

including commencement, duration and extensions of leave, payment of disability income, accrual of seniority and any other benefit of service, and reinstatement and any fringe benefit offered to employees by virtue of employment.

9. It shall be considered an abuse of an employee's sick leave privilege for such employee to be absent from the job on an inordinate number of Mondays and/or Fridays during the year unless such employee can supply the school system with sufficient proof that he/she was unable to report for work on those Mondays and/or Fridays for reasons related to injury, illness or exposure to contagious disease. Any employee found to have abused the sick leave privilege shall thereupon be subject to disciplinary action.
10. Full-time employees who are excluded from employment because of exposure to contagious disease as defined by the Department of Health may use accumulated sick leave days.
11. Employees who leave the school system through termination or resignation shall not be entitled to compensation for unused sick leave days, nor shall their estate in the case of death.
12. Whenever it becomes apparent to any employee that he/she will be unable to report to work for any reason whatsoever, the employee is responsible for notifying his/her supervisor or another person who has been designated to be notified before the start of work. Persons designated as needing substitutes are also responsible for contacting the centralized substitute office as soon as the pending absence becomes known. Failure to make all contacts shall result in an unexcused absence for which the employee will not be paid.
13. If an employee is absent more than one day in succession, he/she must give the required notification daily, unless the employee knows in advance that he/she would be out more than one day and stated that fact at the time of a prior notification. The Human Resource Division is open at 7:00 a.m. on school days to receive messages regarding absences of employees who need substitutes. An automatic answering and recording machine shall record telephone calls of employees reporting absences or returns from absences. This machine shall be in operation 24 hours per day and seven days per week.
14. Notification of the intention of an employee to return to work before the original completion date of the requested absence shall be given to the personnel office and to the principal of the school or immediate supervisor. If the absentee fails to notify the Human Resource Division and immediate supervisor of the date of return, a loss of salary for the first half-day after the return shall result. Notification must be given to the Human Resource Division and the immediate supervisor before 4:30 p.m. of the day preceding the date of the return.
15. Whenever a leave of absence has been granted for a period of five weeks or longer, an application for reassignment form must be submitted to the Human Resource Division at least seven (7) days before the date of expiration of the leave of absence. A physician's statement releasing the employee for unrestricted work must accompany the reassignment application form.
16. Employees acknowledge that public employees in the State of Missouri are not permitted to strike or engage in work stoppages. Sick leave days shall not be used for work stoppages. The Superintendent of Schools is authorized to investigate, where the circumstances in his discretion warrant, 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.

E. Paid Time Off

1. During the 2004-05 school year, all full-time employees may take up to eight (8) days of PTO during the fiscal year. Beginning in the 2005-06 school year, all full-time employees may take up to nine (9) days of PTO during each fiscal year. Beginning in the 2005-06 school year, full-time employees hired between July 1 and September 30 shall be entitled to nine (9) PTO days during

the remainder of the first fiscal year of employment. Full-time employees hired between October 1 and December 31 shall be entitled to six (6) PTO days during the remainder of the first fiscal year of employment. Full-time employees hired between January 1 and March 31 shall be entitled to four (4) PTO days during the remainder of the first fiscal year of employment. Full-time employees hired between April 1 and June 30 shall be entitled to two (2) PTO days during the remainder of the first fiscal year of employment.

2. Employees will provide the immediate supervisor 48 hours notice before the date of the leave except in cases of personal illness, illness of an immediate family member or an emergency. The Board will establish a schedule of blackouts in which no PTO will be used except in cases of personal illness, illness of an immediate family member or an emergency. (See Appendix A-3)
3. Use of PTO will not count adversely on the attendance portion of any performance appraisal except as otherwise provided herein.
4. Employees shall not be absent from the job on more than two (2) Mondays and two (2) Fridays during the year, unless such employee can supply the school system with sufficient proof that he/she was unable to report for work on these Mondays or Fridays for reasons related to injury, illness or exposure to contagious disease. It shall be an abuse of PTO for an employee to use PTO under the auspice of an employee's own illness or a family member's illness for absences when the employee or family member is not actually sick. The superintendent is authorized to investigate where the circumstances in his discretion warrant, suspected abuse of PTO. As part of this authority, the superintendent may require employees to provide written substantiation of a claim of illness, including a physician's verification.
5. Regular employees receiving PTO for absences on both the work day preceding and the work day following a holiday or holidays shall receive holiday pay. The absence for the holiday shall not be deducted from the employee's accrued PTO.
6. Whenever it becomes apparent to any employee that he/she will be unable to report to work for any reason whatsoever, the employee is responsible for notifying his/her supervisor or another person who has been designated to be notified before the start of work. Persons designated as needing substitutes are also responsible for contacting the centralized substitute office as soon as the pending absence becomes known. Failure to make all contacts shall result in an unexcused absence for which the employee will not be paid.
7. If an employee is absent more than one day in succession, he/she must give the required notification daily, unless the employee knows in advance that he/she would be out more than one day and stated that fact at the time of a prior notification. The Human Resource Division is open at 7:00 a.m. on school days to receive messages regarding absences of employees who need substitutes. An automatic answering and recording machine shall record telephone calls of employees reporting absences or returns from absences. This machine shall be in operation 24 hours per day and seven days per week.
8. Notification of the intention of an employee to return to work before the original completion date of the requested absence shall be given to the personnel office and to the principal of the school or immediate supervisor. If the absentee fails to notify the Human Resource Division and immediate supervisor of the date of return, a loss of salary for the first half-day after the return shall result. Notification must be given to the Human Resource Division and the immediate supervisor before 4:30 p.m. of the day preceding the date of the return.
9. Employees acknowledge that public employees in the State of Missouri are not permitted to strike or engage in work stoppages. PTO days shall not be used for work stoppages. The Superintendent of Schools is authorized to investigate, where the circumstances in his or her discretion warrant, suspected abuse of PTO. As part of this authority, the Superintendent may require employees to provide written substantiation of a claim of illness, including a physician's verification.

10. Employees who leave the school system through termination or resignation shall not be entitled to compensation for unused PTO days, nor shall their estate have a claim for payment of unused PTO days in the case of death.
11. Employees who have unused PTO days at the end of the 2004-05 fiscal year shall be paid an amount equal to one hour of base salary for each 3 full hours of unused PTO time. Employees who have unused PTO days at the end of the 2005-06 fiscal year and thereafter shall be paid an amount equal to one hour of base salary for each 2 full hours of unused PTO time. Payment shall be made on the first pay day in December following the end of each fiscal year and shall be calculated using the employee's base salary as of June 30 of the fiscal year immediately preceding the payment. The employee must be employed by the Board on the payment date or have retired pursuant to the rules for Rule of 85 or normal retirement during the preceding fiscal year and the payment date to receive this benefit. For retired employees, the pay-out shall be calculated based on the employee's base salary at the time of retirement and shall be paid at the time of retirement.

F. STD/LTD Program

1. Definitions and Administration

Short Term Disability Plan (STD). The STD Plan will provide 60% of base pay as a benefit. It will pay benefits to a disabled employee up to the earlier of the date disability ends, the age at which the employee becomes eligible for normal social security retirement, twenty-six (26) weeks, or the date on which LTD begins. Prior to February 1, 2005, STD benefits will not commence until the 9th consecutive work day of disability. Effective February 1, 2005, STD benefits will not commence until the 6<sup>th</sup> consecutive work day of disability and the STD benefit commencement is independent of use of PTO days. For an employee to be eligible to receive STD benefits, the employee must be actively at work at the time of STD eligibility.

Long Term Disability Plan (LTD). The LTD Plan will provide 60% of base pay as a benefit, not to exceed \$5,000 per month. It will pay benefits to a disabled employee up to the age at which the employee is eligible for normal social security retirement benefits. Disability retirement benefits and Social Security benefits will reduce LTD benefits. Participation in the LTD Plan will be subject to the insurer's "pre-existing condition" rules for employees hired on or after January 1, 2004, and for employees electing Options (a)(ii) or (b)(ii) identified below regarding the STD/LTD Program.

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

2. Participation Transition Rules for those employed by the Board on December 31, 2003, who have accumulated sick leave on that date. All full-time employees shall make an election to participate in one of the following STD/LTD options. For all full-time employees not on sick leave on January 1, 2004, their elections to participate in one of the following STD/LTD options will be effective as of January 1, 2004. For full-time employees on sick leave on January 1, 2004, each such employee shall remain on sick leave in compliance with the above sick leave provisions until the employee returns to active employment. Upon such employee's return to active employment, the employee will be required to elect one of the following STD/LTD options.
  - a. Individuals employed by the Board on December 31, 2003, whose age and years of service total 75 or more as of December 31, 2003, or have reached the age of 65 as of December 31, 2003, have the option to elect the following Options (i) or (ii):

- (i) Elect to freeze the accumulated sick leave bank based on accrued sick leave and rate of pay as of January 1, 2004. The employee agrees that the days in this sick leave bank can no longer be used for sick days of absence. The sick leave days will be reported to the Retirement System for purposes of the Sick Leave Conversion Program and Mo.Rev.Stat. § 169.410.
  - (ii) Elect to use the accumulated sick leave days for sick days of absence. Any days remaining upon retirement will be reported to the Retirement System for purposes of Mo.Rev.Stat. § 169.410.
- b. Individuals employed by the Board on December 31, 2003, whose age and years of service total less than 75 as of December 31, 2003, and have not reached the age of 65 as of December 31, 2003, have the option to elect the following Options (i), (ii) or (iii):
- (i) Elect to freeze the accumulated sick leave bank based on accrued sick leave and rate of pay as of January 1, 2004. The employee agrees that the days in this sick leave bank can no longer be used for sick days of absence. The sick leave days will be reported to the Retirement System for purposes of Mo.Rev.Stat. § 169.410.
  - (ii) Elect to use the accumulated sick leave days for sick days of absence. Any days remaining upon retirement will be reported to the Retirement System for purposes of Mo.Rev.Stat. § 169.410.
- or, only if applicable,
- (iii) For employees with no less than 126 sick days in their sick leave bank as of January 1, 2004 only, elect to be able to use up to 126 of the accumulated sick leave days for sick days of absence. Any of these days remaining upon retirement will be reported to the Retirement System for purposes of Mo.Rev.Stat. § 169.410. Days in excess of 126 days will be subject to the deferred payment arrangement described in (d) below.
- c. Employees electing Options (a)(i) or (b)(i) will participate in the STD/LTD plan effective January 1, 2004. Employees electing Options (a)(ii) or (b)(ii) will not participate in the STD/LTD plan until the academic year following the year in which their sick leave bank is exhausted and the availability of the LTD will be subject to the insurer's "pre-existing condition" rules. Employees electing Option (b)(iii) will participate in the LTD plan effective January 1, 2004, and will **not** participate in the STD plan until the academic year following the year in which the portion of their sick leave bank eligible for use for sick days of absence is exhausted.
- d. Deferred payment arrangement with respect to accumulated sick days in excess of 126, for employees electing Option (b)(iii). Accumulated sick days in excess of 126 will not be reported to the Retirement System for purposes of Mo. Rev. Stat. § 169.410. The employee shall receive a deferred payment equal to a part of the value of such additional accrued sick leave days as long as the employee is employed on each payment date. The amount of the benefit for an employee will be equal to the value of the number of days in excess of 126 multiplied by .333. The value of the days shall be based on the individual's rate of pay on January 1, 2004. Payment of each installment shall be made on the first pay day in the month of March in 2006 through 2009, as long as the employee remains employed by the Board on each payment date. Employees electing Option (b)(iii) will receive payment for accumulated sick leave days as follows: up to 45 days in 2006, up to 45 days in 2007, up to 30 days in 2008, and the balance in 2009, with all days paid at the rate of 33% of the employee's daily base pay rate as of January 1, 2004. Thus, for example, if an employee has 180 days in his or her sick leave bank, in excess of the 126 sick leave days to be used for sick leave purposes pursuant to Option (b)(iii), he or she will receive a pay out for 45 days in 2006, 45 days in 2007, 30 days in 2008 and the balance in

2009, with all days paid at the rate of 33% of the employee's daily base pay rate as of January 1, 2004. Employees with 45 days or less in their sick leave bank, in excess of the 126 sick leave days to be used for sick leave purposes pursuant to Option (b)(iii), will receive their entire pay-out in March of 2006. Notwithstanding the above, an employee who elects to receive a sick-leave pay-out pursuant to Option (b)(iii) above, who satisfies the requirements set out in Mo. Rev. Stat. § 169.460 for entitlement to a retirement allowance and who retires from employment with the Board before March 2009 will receive payment of the balance of their sick leave pay-out on the date of retirement.

3. All full-time employees hired on or after July 1, 2003, will participate in the STD/LTD plan. All full-time employees employed on or before June 30, 2003, who fail to elect one of the above STD/LTD Options shall be deemed to have selected Options (a)(i) or (b)(i), as applicable.

G. Sick Leave Conversion Program

Employees hired on or after January 1, 2004, and individuals employed by the Board on December 31, 2003, whose age and years of service are less than 75 as of December 31, 2003, and have not reached age 65 as of December 31, 2003, shall not be entitled to participate in the sick leave conversion program after December 31, 2003. Individuals employed by the Board on December 31, 2003, whose age and years of service are 75 or more as of December 31, 2003, or have reached the age of 65 as of December 31, 2003, shall be entitled to participate in the sick leave conversion program after December 31, 2003 only under the circumstances described in Article XIII – Leaves, Section G - STD/LTD Program, subsection 2a (i) above.

H. Educational Leave

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

I. Family and Medical Leave of Absence

1. A family and/or medical leave of absence shall be granted to any employee of the Board of Education who has been employed for at least 12 months in total and who has worked at least 1250 hours during the twelve-month period preceding the commencement of the leave. However, if an employee who takes a leave is a salaried employee and is the highest paid ten percent (10%) of Board employees, and keeping the job open for the employee would result in substantial economic injury to the Board, the Board may deny reinstatement to the employee. In this situation, however, upon receiving the notice that the Board intends to fill the position, the employee will be given the opportunity to return to work to such position.
2. A family and/or medical leave may be taken 1) upon birth of the employee's child; 2) upon the placement of a child with the employee for adoption or foster care; 3) when the employee is needed to care for a child, spouse, or parent who has a serious health condition; or 4) when the employee is unable to perform the functions of his or her position because of a serious health condition.
3. Up to 12 weeks of unpaid leave per year may be taken for a family and/or medical leave. However, if an employee is entitled to paid leave under another policy or regulation, the employee must substitute the paid leave for any portion of the 12 week period of the family and/or medical leave period. Spouses who are both employed by the Board are entitled to a total of 12 weeks of leave (rather than 12 weeks each) for the birth or adoption of a child or for the care of a sick parent.
4. When the need for leave is foreseeable, such as birth or adoption of a child or planned medical treatment, the employee must provide at least thirty (30) days prior notice and make efforts to schedule leave so as not to disrupt operations of the Board. If their date of birth, placement or treatment requires the leave to begin in less than thirty (30) days, the employee must provide



notice as soon as practicable. In cases of serious health conditions, the employee must report periodically on his or her leave status and intention to return to work.

5. If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule approved by the Human Resource Division. If leave is requested on this basis, however, the Board may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence on a part-time schedule, provided that the position has equivalent pay and benefits. Except for employees employed primarily in an instructional capacity, when leave is foreseeable based on planned medical treatment and could last longer than twenty percent (20%) of the total number of working days during the leave period, the Board may require the employee to choose either to take leave for periods of particular duration 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.
6. For those employees primarily employed in an instructional capacity taking any family or medical leave, the following restrictions apply:
  - a. If the employee begins leave more than five (5) weeks before the end of the academic term for any reason, the Board may require the employee to continue leave until the end of the academic term: a) if the 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.
  - b. If the employee begins the 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 Board may require the employee to continue taking leave until the end of the academic term if: a) the leave is no longer than two (2) weeks; and b) the employee's return would take place during the last two (2) week period of the academic term.
  - c. If the employee begins 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 Board may require the employee to continue taking leave until the end of the academic term.
7. Employees taking leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent must provide the Board with medical certification to support the leave. Such certificates must include 1) the date on which the serious health condition commenced; 2) the probable duration of the condition; and 3) the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, for purposes of leave to care for a child, spouse, or parent, the certificate must include an estimate of the amount of time that the employee is needed to provide care. For purposes of leave for an employee's illness, the certificate must state that the employee is unable to perform the functions of his/her position. For intermittent leave or leave on a reduced schedule, the certification must include the dates and duration of the leave. In its discretion, the Board may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the Board, at its own expense, may require the binding opinion of a third health care provider approved jointly by the Board and the employee.
8. Restoration of any employee to an equivalent position shall be made on the basis of established Board policies and regulations.
9. The Board will maintain coverage under any group health plan for the duration of leave at the level and under the conditions that coverage would have been provided if the employee had continued working and had not taken leave. If, however, the employee elects not to return to work upon completion of an approved unpaid leave of absence, the employee must submit to the Board the cost of any payments made to maintain the employee's coverage, unless the failure to

return to work was for reasons beyond the employee's control. Benefit entitlement based on length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence.

J. Child Care Leave

1. A child care leave without pay shall be granted an employee upon written request to the Superintendent. Such a leave shall be requested at least thirty (30) days prior to the time that an employee's physician certifies that the employee is physically able to return to work following the birth of a child; or in the case of adoption, not later than thirty (30) days following the date of adoption of a child.
2. A childcare leave shall be available to any employee. A childcare leave shall be for one (1) year. In the event the year expires after the beginning of the school year, the employee may be required to wait to return until the beginning of the next semester. A child care leave may be renewed year-to-year up to three (3) years by written request to the Superintendent no later than thirty (30) days prior to the end of the current leave.
3. Upon return from the childcare leave, the employee shall be assigned to his/her former position, if available, or to a substantially similar position for which the employee is qualified.

K. Other General Leave

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

L. Failure to Report to Work

Any employee who fails to report to work one (1) day and fails to notify his/her immediate supervisor may be subject to disciplinary actions.

M. Abandonment of Position

1. Any employee who fails to report for work on three (3) consecutive working days and who has failed to notify his/her immediate supervisor shall be presumed to have abandoned his/her position.
2. The Human Resource Division will notify the employee through first class mail to the last known address that his/her failure to report to work or provide notification of the absence to his/her immediate supervisor has provided cause for the termination of his/her employment.
3. The Human Resource Division shall proceed to process the termination of any employee who does not respond within five (5) calendar days of the date of the mailing.

**ARTICLE VII 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.
- 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.

**ARTICLE VIII 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.

**ARTICLE IX SAVING CLAUSE**

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

**ARTICLE X SCHOOL YEAR**

(See Appendix A-1)

Commencing July 1, 2005, the school year for 10-month employees will be 204 days including holidays and breaks, representing an increase of 4 working days for additional instruction, professional development and parent-teacher conferences. Two days will be for teacher preparation time. However, the principal and staff at each school may agree to use these two days for another purpose. Two days will be for staff development days. Commencing July 1, 2006, the school year for 10-month employees will be 207 days including holidays and breaks, representing an increase of 7 working days for additional instruction, professional development and parent-teacher conferences. Commencing July 1, 2007, the school year for 10-month employees will be 210 days including holidays and breaks, representing an increase of 10 working days for additional instruction, professional development and parent-teacher conferences. The six days added in years 2006-07 and 2007-08 will be used as determined by the Board. The school year for 10 ½ and 11-month employees will be adjusted accordingly.

**ARTICLE XI DURATION**

- A. The terms of this policy statement shall remain in effect from July 1, 2004 to June 30, 2008.
- B. The Board warrants and represents that it reasonably believes that it will have sufficient funds to make all payments due pursuant to this Agreement, 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 Agreement 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 Agreement under the conditions of this subsection, the Board shall have no obligation to make further payments under this Agreement.
  
- D. In the event the funds received by the district from the State of Missouri's foundation formula (Mo. Rev. Stat. §163.031) exceeds the prior year's formula funding by \$6.75 million, the Union may request to enter into immediate and direct discussion with the Board as to the disposition of these excess funds.
  
- E. Contract Bar
  - 1. No petition seeking to decertify the St. Louis Teachers Union, Local 420, as the exclusive representative of the Teacher, Secretarial/Clerical or Paraprofessional units may be filed for the duration of this Policy Agreement except as specified herein. Any organization wishing to decertify the St. Louis Teachers Union, Local 420, as exclusive bargaining representative, may file a petition with the Missouri Board of Mediation only during the period extending from 150 to 90 days immediately preceding the expiration date of this Policy Agreement. 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 402.040, 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 co-defend and indemnify and hold harmless the 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 B**

**TEACHERS**

**TEACHERS**

**ARTICLE I RECOGNITION**

The Board recognizes that the St. Louis Teachers Union, Local 420, American Federation of Teachers, AFL-CIO (hereinafter called the Union), has been designated as the majority representative for all teaching personnel and certain other professional educational employees of the St. Louis Public Schools which include:

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

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

**ARTICLE II CONTINUING SUBSTITUTES**

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

**ARTICLE III TEACHER RESPONSIBILITY**

- A. It is recognized that a teacher's professional responsibilities include such functions as: working with students, parents and staff members; class preparation; in-service participation; staff meetings; and assisting and supervising the dismissal of students at the end of each school day.
- B. In performance of their teacher functions, teachers shall be responsible for presenting all sides of an issues and for providing students with the opportunity to investigate all facets and opinions of or about any and all germane topics and materials 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 maturity level and intellectual ability of the students. Teachers must abide by Board Policies and Regulations governing controversial issues. See Board Policies and Regulations P6144 – P6144.2.
- C. Controversial issues should be dealt with as impartially and objectively as possible. The teacher is a guide to the learning process not a molder of opinion and as such must represent access to a variety of points of view. A teacher who feels compelled in the study to take a position should do so clearly by indicating that it is his/her opinion within the frame of many arguments to which reference can be made. The teaching staff must assure that students feel no pressure to reach agreement in the study of issues where a variety of opinions is respected academically. The teacher shall permit the expression of the views and opinions of others and will encourage students to examine and analyze, evaluate and synthesize all available information about such topics and materials and will encourage each to form independent views and opinions through such procedures.
- D. Teachers shall at all times strive to promote tolerance for the views and opinions of others and for the right of individuals to form and hold differing views and opinions.

- E. To the extent permissible by law, the Board shall support teachers adhering to the above procedures and shall in no way recriminate against same so long as said teacher adheres to the procedures outlined above. Nothing herein, however, shall be construed as to render immunity to any teacher for acts which are libelous, slanderous, or which in any way violate the civil rights of others.
- F. Teachers shall handle grade changes in accordance with Board policy. See Board Policies and Regulations P5123-R5123.
- 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) notice of the conferences shall be given. If the Principal determines that the issue warrants immediate attention, classroom coverage shall be provided.
- H. The Principal will inform the teacher by September 30 as to the schedule for submitting student grades at the end of each marking period in compliance with the Board school calendar.
- I. Outside-of-class sponsored activities: i.e. student council and clubs, shall be on a voluntary basis.

**ARTICLE IV IMPLEMENTATION OF STUDENT DISCIPLINE POLICIES**

- A. A teacher may exclude from his/her class a child who, in the teacher's opinion, is causing serious disruption, provided the procedure in the school discipline policy is followed. The teacher shall confer with the principal or assistant principal or counselor to provide the necessary information concerning the problem and shall provide a statement of the problem in writing at the time or within twenty-four (24) hours.
- B. The teacher will readmit the child after some adjustment has been made following a conference with the child, the parent, the teacher, the principal or his/her designee, and possibly one of the following parties who is designated by mutual agreement of the principal and teacher: an administrator, counselor, school social worker, school psychologist or attendance officer.
- C. In the rare instance when 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, then 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 and prior to the return of the student.
- E. Following such a conference one of the several courses of action will be taken:
  - 1. The child will be returned to the class with the understanding of the consequences for persistent inappropriate behavior.
  - 2. Depending upon the seriousness of the infraction, the child may be returned to class after consultation with the teacher while his/her case is being referred to one of the special services by the school social worker, school psychologist or an attendance officer. The referral of the case should be handled with immediacy but shall not take longer than ten (10) days.

3. In case all the teachers who work with the child in regular classes recommend suspension and the principal disagrees, the teacher shall address a request to the Associate Superintendent who shall determine if the child shall be recommended for suspension.
  4. If the recommendation of the Assistant Superintendent is not to suspend the student in question, then the Assistant Superintendent will notify the teacher(s) in writing within ten (10) school days of his/her findings and recommendations.
- F. Principals will notify the police when a teacher/employee is assaulted by students, parents, other school personnel and/or outside intruders, or suffers property loss or damage (including automobiles) after consultation with the concerned teacher/employee, provided the concerned teacher/employee is willing to sign a formal complaint.
- G. The principal shall notify the police 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.
- H. When in the opinion of the counselor, dissemination of a discipline decision will destroy or seriously impair the counselor/counselee relationship, the counselor will so inform the principal or his/her designee, and a decision will be made as to whether or not the counselor is to disseminate the discipline decision. In the event that the counselor must disseminate the discipline decision, the counselor may address a report of the incident to the Associate Superintendent with copies to the principal and the Union for future reference.
- I. A continuous record of student discipline cases will be maintained in a place available for staff who have jurisdiction over a student to use as a basis for recommendations for suspension and intelligent administering of penalties for misdemeanors.
- J. Principals shall report to the Superintendent all cases of assault suffered and reported by teachers in connection with their employment in which injuries have been suffered or in which there appears to have been malicious intent. Such assaults against teachers shall be reported to the police by the teacher and the principal or designee. In any such assault case in which the principal has reason to believe that the assault occurred and was without provocation, the principal shall:
1. Assist the teacher(s) by acting as liaison between the teacher(s), the police and the courts.
  2. Recommend the student for disciplinary action provided the teacher(s) was in compliance with the rules and regulations of the Board.
  3. Cause the student to be removed from the building until the case is resolved.
  4. Under no circumstances shall a teacher be required to re-admit to his/her class a student who has physically assaulted him/her. If the student cannot be reassigned to another class without interaction with the assaulted teacher, the student shall then be reassigned to another location immediately.
- K. It is recognized that in developing responsible student conduct, the positive disciplinary techniques of example, counseling and guidance should take precedence over punitive disciplinary measures. In this regard, communication with parents on matters of discipline, safety and other local school regulations is essential.
- L. It is essential that a clear understanding should exist between the principal and the teachers in each school. The principal shall be immediately informed when students engage in a physical altercation upon the onset of a problem. Administration shall promptly respond.
- M. Teachers will receive full support of the principal and the central administration in actions taken by them pertaining to discipline, provided they act in accord with the provision of the rules and regulations



of the Board. Legal assistance shall, if desired by the teacher, be provided by the Board in cases where the teacher has acted within the framework of the rules and regulations of the Board.

- N. Discipline procedures consistent with these guidelines and within the framework of the Uniform Code of Student Conduct of the St. Louis Board of Education shall be developed at each school with a committee of the instructional staff, selected by the instructional staff, and placed on file in the district office by December 1, with a copy to the Union.
- O. Any changes made in the previously filed individual school policy statements shall also be filed with the district office and the Union. The principal shall bring these provisions to the attention of the teachers in his/her school and shall encourage them to select committee members by September 30 of the school year. It is also expected that discipline problems among other professional concerns common to many schools will be discussed and resolution found for these problems according to the procedures outlined above.
- P. 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.

#### **ARTICLE V    ASSIGNMENT, TRANSFER AND PROMOTION**

- A. Assignment to Room
  - 1. The office of the Superintendent of Schools assigns teachers to a school but not to a particular grade or room. The principal is responsible for assigning teachers to grades/levels that in his/her opinion would be of greatest service. Such assignments may be discussed by the Teacher/Employee Advisory Committee. Upon request of the teacher or the Union, a valid reason for a transfer shall be stated in writing by the principal.
  - 2. Prior to May 1, 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.
  - 3. At that time, teachers 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.
  - 4. Tentative assignments shall normally be made before the last day of the school year.
  - 5. 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.
  - 6. Upon written request of the teacher or Union, 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. Surplus of Teachers: If there is a surplus of teachers within a school or department, the surplus teacher or teachers shall be determined on these bases:
  - 1. Tenured teachers are allowed to remain in preference to probationary teachers and the probationary teachers in preference to substitutes.

- 2. Among teachers of equal rank, the teacher or teachers in the school or department with the least accumulated seniority would be transferred.

C. Vacancies

If there is an opening in any school, teachers may apply for a transfer to that school. Their applications will be considered, provided the vacancy is in their area of certification. If more than one qualified tenured teacher applies for the vacancy, the teacher with the most seniority in the system will be given preference. If no tenured teacher applies for the vacancy, teachers on probation may be transferred to the vacancy if they apply. If neither a tenured nor a probationary teacher applies, then the vacancy shall be filled, if possible, with a newly appointed teacher. Teachers on probation may be transferred if there are no other means of filling the vacancy. The Human Resources Division shall announce potential teaching openings for the next school year during the semester.

D. Exceptions Governing Transfers

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

E. Reduction in Teaching Staff

- 1. When it becomes necessary to reduce the total number of teaching positions, 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 at that school. They shall be placed according to system-wide seniority in any vacant grade level or subject area for which they are certified with the most senior having the first choice of vacant positions, the next most senior, and so forth.

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

- 5. 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.

F. 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.

**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, the Board reaffirms its instruction to principals and other administrative employees that in schools and offices equipped with two-way intercom systems, an audible or other signal will be given to a room or rooms indicating when such a system is being turned on, and also reaffirms its instructions to principals and other administrative employees not to make

statements or announcements over an intercom or public address system which are derogatory or critical of teachers.

2. The intercom shall not be used for paging students or staff except in extreme emergencies.
3. Announcements shall be confined to the appropriate classroom or grades if the intercom is so equipped.

B. Meetings

1. Teachers are required to attend all faculty and department meetings that may arise from time to time, unless excused by the principal. Faculty meetings shall be announced at least twenty-four (24) hours in advance with a written agenda, except in emergency situations. Efforts will be made to limit these meetings to no more than two (2) per month. Every effort will be made to limit the length of the meetings to not more than one hour and fifteen minutes in duration and to start faculty meetings within ten (10) minutes of dismissal of school. Faculty and department meetings shall not be held on weekends or holidays.
2. The holding of a faculty meeting will be avoided where the only purpose would be to disseminate information which can be effectively communicated by written bulletin or e-mail. The principal shall determine when faculty meetings shall be called. However, meetings shall be called only when necessary to accomplish specific purposes. Any deviations from this policy, either as to length or frequency of meetings, shall be subject to the grievance procedure. Teachers are encouraged to attend PTA meetings, open house events and other functions which contribute to the educational climate and community relations of the school, as directed by the principal.
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 of his/her refusal to do so.
4. Teachers are required to attend parent conferences and student conferences which shall be scheduled by mutual agreement of the parent/guardian and the involved staff. Employees shall not be required to conduct parent conferences during the uninterrupted portion of the lunch period. When a parent/guardian wishes to initiate a parent/guardian conference they will make an appointment with the teacher that correlates with the planning time of the teacher. Parent/guardian shall not interrupt the instructional day of the teacher.
5. Professional conferences, workshops and school visits shall be organized and encouraged by the principal and or his/her designee to allow employees opportunities for professional growth.

C. Classroom Interruptions

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

D. School Supplies Fund

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

E. Classroom with Specialists

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

**ARTICLE VII EVALUATION**

A. Tenured Teachers

Each principal shall be responsible for evaluating the overall performance of all assigned teachers according to the Performance-Based Teacher Evaluation.

B. Probationary Teachers

1. Each principal shall be responsible for evaluating the overall performance of probationary teachers according to the Performance-Based Teacher Evaluation.
2. Probationary teachers not to be retained shall be notified of their status for the following school year by April 15. Probationary teachers who are to be retained shall receive a Probationary Teacher Contract and must sign the Probationary Teacher Contract and return it to the Human Resources Division within the time period specified by the Board.

C. Responsibility for Evaluation

The principal shall assume responsibility for the evaluation of teachers.

D. Suggestions for Improvement

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

E. Written Response

If a teacher wishes to attach a written response to his/her original written evaluation, the teacher shall do so within three (3) school days after receipt of the written evaluation (not a photocopy) to sign the evaluation. Affixing a signature signifies receipt not agreement.

F. Standards and Criteria

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

G. Revision of Evaluation Form

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

**ARTICLE VIII EDUCATIONAL CONSIDERATIONS**

A. System-Wide Parent Conference Days

1. System-wide Parent Conference Days shall be held twice each school year. The work days for teachers shall be 11:30 p.m. to 6:00 p.m. Parents shall make appointments in order to set up a schedule. Staff shall be allowed an uninterrupted thirty (30) minute duty-free lunch. Parents shall be advised by the administration of the hours that appointments may be scheduled. Alternative scheduling of Parent Conference Days shall be decided by mutual consent of the teachers and principal. Parents/guardians will be notified of the new hours.
2. Administrators, in individual cases and in extenuating circumstance on the part of teachers and/or parents, may distribute report cards.
3. Employees shall be provided time to confer with their own child(ren)'s teachers, if their child(ren) are attending SLPS 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 & Learning Division. These textbooks and materials shall be selected by committees of teachers, administrators and others as determined by the Superintendent of Schools 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.

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 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 committees calling for teacher participation and outline the committees' goals and purposes.
2. 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 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. Portable School Buildings

1. General Maintenance of portable buildings shall equal that of regular or main school buildings.
2. Portable school buildings not having telephones will be provided telephones on a priority basis based on need and money available.

G. 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.

H. 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.

I. 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

J. Apprentice Teachers and Stipends

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

K. 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.

L. Assistance for New Teachers

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

M. Student Permissive Transfers

- 1. All student permissive transfers shall be accomplished before the first day of the semester in which they are effective, unless otherwise mandated by law or court order.

**ARTICLE IX SPECIAL AREAS, EDUCATIONAL CONSIDERATIONS,**

A. Physical Education

- 1. Improvements in physical education facilities shall be made by request of the principal with approval of the Associate Superintendent, consistent with funds available for such improvements.
- 2. District-Wide competition events scheduled for elementary and high schools shall be at a time and place to allow parents to attend, consistent with safety factors and availability of facilities and staff.
- 3. Funds shall be available in the general funds and budget to provide for supplies for the elementary physical education program.
- 4. All schools shall have a supply and equipment storage area accessible to the physical education department or teacher providing access to the physical education department or teacher.

5. Teachers and coaches of after-school activities shall receive extra pay for extra duty as approved by the Board.
6. Substitute physical education teachers shall be provided to cover classes of absent physical education teachers, provided qualified substitute teachers are available.

B. Special Education

1. Classes shall be provided for students who qualify for special education classes.
2. All special education teachers shall be assigned to comply with reimbursement standards and shall be provided with the necessary forms, supplies, equipment, materials and tests needed to fulfill curriculum requirements.
3. All special education teachers shall be assigned on the basis of need and shall comply with class size reimbursement standards.
4. The Board will assist willing parents of special needs students in securing family counseling from qualified agencies in the area.
5. Complying with MSIP standards, all special education teachers shall be scheduled for the same amount of time for preparation periods per week as regular classroom teachers.
6. Special education pupils shall have access to counseling service on the same basis as pupils in the regular classroom.
7. An advisory committee, composed of special education teachers representative of all special education areas and others concerned and knowledgeable of the process, shall be formed to discuss, evaluate and recommend revision of the IEP process.
8. The Board shall make special efforts to avoid splits of special education classrooms and shall make special efforts to provide individual classrooms for resource teachers.
9. Special education teachers shall be provided storage and filing space for classroom use.
10. Special education pupils shall be scheduled for physical education classes.
11. Ongoing in-service programs for regular classroom teachers on PL 94-142 shall be conducted as prescribed by PL 94-142.
12. Itinerant teachers shall be provided with designated storage areas and, when space is available, a separate classroom. The Board, whenever possible, shall insure itinerant teacher caseloads do not exceed the state mandate of twenty (20) and shall limit the number of schools the itinerant teacher services by clustering students as much as possible. Itinerant teachers shall have the same amount of time for preparation periods per week as regular classroom teachers.

C. Counseling

1. Clerical staff shall be assigned to assist the counseling staff in clerical work.
2. The caseload of counselors shall comply with MSIP standards.
3. Counselors shall be provided space which affords privacy for individual counseling and shall have access to a telephone for calls essential to the counseling process.



4. To the extent possible, every work site shall have a permanently assigned staff member at that site who is designated as a test coordinator.

D. Psychological Services

1. The school system shall meet MSIP requirements in the area of psychological services.
2. Psychological examiners shall be available to diagnose students for placement in special programs.
3. The Board will assist willing parents of educable mentally handicapped and emotionally disturbed students in securing family counseling from qualified agencies in the area when recommended by psychologists.

E. School Social Workers

1. School social workers shall be assigned to comply with MSIP requirements.
2. School social workers shall be provided space which affords privacy for individual consultation and shall have access to a telephone for calls essential to carrying out his/her duty.
3. School social workers shall have a desk and storage space for confidential records at each work site, provided space is available at that location.

F. Family and Consumer Science

1. Family and consumer science teachers shall request needed equipment and supplies annually.
2. Family and consumer science classrooms shall not be used for study halls, provided other suitable facilities are available for such use.
3. Food budgets shall reflect inflationary trends.
4. Food labs shall be equipped with appropriate means for ventilation.
5. Serving classes shall be equipped with appropriate lighting.
6. Audiovisual materials which are current and suitable for use in family and consumer science classes shall be updated annually.
7. Family and consumer science teachers shall be assigned to comply with MSIP requirements.

G. Speech and Language Therapy

1. Speech and language therapists shall be assigned on the basis of need and shall comply with reimbursement standards.
2. Speech and language therapists shall be provided with designated storage areas and, when space is available, a separate classroom.
3. Speech and language therapists shall be provided with the necessary forms, supplies, equipment, materials and tests needed to fulfill curriculum requirements.
4. Complying with MSIP standards, speech and language therapists shall have the same amount of time for preparation periods per week as regular classroom teachers.

5. Speech and language therapists shall be scheduled release time annually to update IEP's.

H. Library/Media Center

1. Every school shall maintain a school or classroom library providing access to books for students at all levels.
2. Each elementary school shall have the services of a librarian or library assistant and each regular secondary school shall have two full-time librarians. All librarians and library assistants shall not be assigned any duty as per MSIP Standards except in cases of an emergency.
3. Every regular secondary school, special secondary school, and middle school shall be provided with librarians to comply with MSIP standards.
4. Principals shall request substitutes for librarians who are absent.
5. The effectiveness of the media center should not be restricted by utilization as a regular study hall, provided other suitable facilities are available for such use.
6. The media center shall be provided with the necessary supplies, equipment and materials to fulfill the curriculum requirements of the library program.
7. Repair procedures and budget allowances shall be established for library equipment to provide servicing and repair on a continuing and regular basis. In the absence of the librarian, the library shall be closed if a substitute is not available. This substitute shall be a librarian if one is available.
8. Librarians/media specialists shall have adequate time for organizational responsibility, inventory work, preparing evaluation reports, preparing for curriculum coordinated lessons, collecting and/or distributing equipment at the beginning and ending of the school year.
9. Middle school librarians shall be allowed to run an effective library program, which does not include the giving of grades.

I. Elementary and Middle School Art

1. Elementary and Middle School Art Teachers shall be assigned to meet MSIP requirements.
2. Repair procedures and budget allowances shall be established for the care of art equipment.
3. Elementary and Middle School Art Teachers shall participate in the ordering of supplies, materials, equipment and books needed to fulfill curriculum requirements. These supplies, etc. shall be secured for use by the art teacher and shall be stored in a secure storage cabinet or space provided for the art teacher's use. An inventory of art supplies, etc. shall be kept.
4. A separate art classroom may be provided in each school where space is available.
5. Complying with MSIP standards, Elementary and Middle School Art Teachers shall have the same amount of time for preparation periods per week as regular classroom teachers.
6. Art supplies and equipment shall be provided which are sufficient to carry out the art curriculum.

J. Secondary School Art

1. Secondary School Art Teachers shall be assigned to meet MSIP requirements.
2. Storage space for all art teachers shall be designated by the principal.
3. Art supplies and equipment shall be provided in order to carry out the art curriculum.
4. Repair procedures and budget allowances shall be established for the care of art equipment.
5. Two courses shall not be scheduled for the same period where there is sufficient enrollment to justify two classes.
6. Prerequisites for placement in art classes shall be established.

K. Elementary and Middle School Music Teachers

1. Elementary and Middle School Music Teachers shall be assigned to meet MSIP requirements.
2. Repair procedures and budget allowances shall be established for the care of music equipment. Music equipment shall be tuned on a scheduled basis. Repairs shall be made on request.
3. Elementary and Middle School Music Teachers shall participate in the ordering of supplies, materials, equipment and books needed to fulfill curriculum requirements. These supplies, etc. shall be stored in a secure storage cabinet or space provided for the music teacher's use. An inventory of music supplies, etc. shall be kept.
4. A separate music classroom may be provided in each school when space is available.
5. Complying with MSIP standards, Elementary and Middle School Music Teachers shall have the same amount of time for preparation periods per week as regular classroom teachers.
6. Music supplies and equipment shall be provided which are sufficient to carry out the music curriculum.

L. Secondary School Music

1. Secondary School Music Teachers shall be assigned to meet MSIP requirements.
2. Storage space for all music teachers shall be designated by the principal.
3. Music supplies and equipment shall be provided in order to carry out music curriculum.
4. Repair procedures and budget allowances shall be established for the care of music equipment.
5. Band and choir directors may visit elementary schools during regular school hours with consent of the principals and Associate Superintendent involved to explain their program.
6. Practice rooms and band rooms shall be provided for music instruction where room and the expense of conditioning the room is available.
7. The school Board will develop an accounting procedure whereby monies received from students for lost musical instruments will be credited to an appropriate account for the replacement of the instrument at the school where the loss occurred.
8. Storage space for instruments and uniforms shall be designated by the principal.

9. Uniforms and robes for music departments shall be replaced on a regular basis consistent with funds available.
10. Board paid transportation shall be provided for all trips of the music department within the limits of the budget.

M. Pupil Personnel Services

MSIP classification in counseling, psychological services, and school social workers services shall be maintained.

N. Middle School Family and Consumer Science/Industrial Technology

Middle School Family and Consumer Science and Industrial Technology programs shall be established and shall meet MSIP requirements.

O. Industrial Technology

1. In accordance with state guidelines contained in the manual, Planning and Equipping Industrial Technology Instructional Facilities, parts 1-1, 2-1, 3-1, 4-1, classes shall be limited by available equipment stations and a pupil number that can be safely instructed.
2. Sufficient supplies and equipment shall be provided to each Industrial Technology class to carry out the Industrial Technology curriculum.
3. Repair procedures and budget allowances shall be established for the continuing and regular repair of equipment.

P. Title I Program

1. Subject to space and fund limitations, the Board shall house each Title I class in a separate classroom.
2. Chapter I teachers shall be provided with necessary furniture, supplies, equipment and materials needed to fulfill curriculum requirements.
3. When required by State and Federal Title I Regulations, Title I teachers will be provided aides.

Q. Gifted/Talented

1. Classes shall be provided for students who qualify as gifted/talented.
2. All teachers of the gifted/talented shall be provided with the necessary forms, supplies, equipment, materials and tests needed to fulfill curriculum requirements.
3. The Board will assist willing parents of gifted/talented students in securing family counseling from qualified agencies in the area.
4. Complying with MSIP standards, all teachers of the gifted/talented shall be scheduled for the same amount of time for preparation periods per week as regular classroom teachers.
5. An advisory committee composed of special education teachers (including teachers of the gifted/talented) representative of all special education areas, and others concerned and knowledgeable of the process, shall be formed to discuss, evaluate and recommend revision of the IEP process.

6. The Board will make special efforts to provide individual classrooms for resource teachers in the gifted/talented program.
  7. Teachers of the gifted/talented shall be provided storage and filing space for classroom use.
- R. Science, Family and Consumer Science, and Industrial Technology classrooms and/or labs shall be furnished with fire and safety equipment.

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

1. For the 2004-05 school year, teachers are normally expected to arrive fifteen (15) minutes prior to their assigned schedule of classroom instruction or preparation period when one is assigned for the first period. Commencing with the start of the 2005-06 school year, certificated staff, other than Library Media Specialists, are normally expected to arrive ten (10) 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. Commencing with the start of the 2005-06 school year, the instructional portion of the school day shall equal 6 hours and 28 minutes exclusive of a 30 minute lunch period. Commencing with the start of the 2006-07 school year, the instructional portion of the school day shall equal 6 hours and 42 minutes exclusive of a 30 minute lunch period. Commencing with the start of the 2007-08 school year, the instructional portion of the school day shall equal 6 hours and 56 minutes exclusive of 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.
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 said 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. Commencing with the start of the 2005-06 school year, teachers are normally expected to remain on school property 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 shall be placed in a convenient location and shall be kept in that location one-half hour after teacher arrival time. The sign-in sheet shall be returned to that location one-half hour before teacher departure time.

**ARTICLE XI CLASS SIZE**

The Board shall follow MSIP guidelines in respect to class size. Class size shall be adjusted in all schools within reasonable time limits in order to insure compliance with guidelines. Student load shall be equitably distributed throughout the district.

**ARTICLE XII SALARY AND RATES OF PAY**

- A. The salary and rates of pay for the regular school year effective for the period of July 1, 2004 - June 30, 2008 for all certificated employees in the represented unit are established herein as follows:
1. Teachers' Salary Schedule (Attached as Appendix B-1).
  2. Secondary Physical Education and Athletics - After School Activity (Attached as Appendix B-2).
  3. Non-Athletic Extra Pay for Extra Duty (Attached as Appendix B-3).
  4. Department Head Pay (Attached as Appendix B-4).
  5. Continuing Substitutes Pay (Attached as Appendix B-5).
- B. For the 2004-05 school year, certificated employees shall receive a lump sum payment to cover the amount of their retroactive pay increase for the regular school year for the period of July 1, 2004, to December 10, 2004, on the first pay date following December 10, 2004, and will be paid based on the new 2004-05 salary schedule for work performed commencing December 13, 2004.
- C. Each employee shall advance one step on the salary schedule for each year of employment until they reach the maximum step. Advancement on the salary schedule requires a minimum of one (1) semester or one hundred (100) days of satisfactory service in the school year previous to the advancement.
- D. The teacher salary schedules contained in Appendix B-1 are designed to achieve parity with the salary schedules of designated St. Louis County school districts by the start of the 2007-2008 school year based on estimated salary increases in the County districts. The Board shall analyze actual salary schedules in the designated County districts before the start of the 2006-2007 school year and shall adjust the teacher salary schedule for the 2006-07 and 2007-2008 school years to reflect salary parity based on the average salary of the designated County districts for each pay step.
- E. Salary schedules BA+15 and MA+15 have been created. All probationary and tenured employees on the teachers' salary schedule who attain a higher degree or credit status are to advance to the corresponding step on the new salary schedule. On or before June 30, 2005, any employee who has obtained 15 or more 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. On or after July 1, 2005, 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. Any employee who has obtained 15 or 30 graduate level college or university credit hours after receiving his or her M.A. degree may advance to the corresponding step on the MA+15 or MA+30 salary schedule. Salary credit may be granted at the beginning of the pay period following receipt of the degree or completion of the courses from an accredited college or university provided the transcript is received no later than one (1) month after receipt of the degree. Otherwise, the salary increment will become effective the pay period following the receipt of the transcripts.
- F. For course work completed before June 30, 2005, employees are not required to obtain approval from the Board for such degree or credit status to be used by an employee to advance to a higher salary schedule. Beginning July 1, 2005, 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 Division before commencing or continuing such course work.

- G. Teachers who were employed by the Board on December 1, 2004, and paid on Step L of the BA salary schedule as of December 1, 2004, will be paid \$1000 on the next available pay date following ratification of this Policy Statement and \$1000 on the first pay date following June 1, 2005. Teachers who were employed by the Board on December 1, 2004, and paid on Step L of the BA salary schedule as of December 1, 2004, shall be paid a lump sum payment of \$2,000 on the first pay date following the first day of December in 2005, 2006 and 2007, as long as such teacher remains employed by the Board at Step L on the BA salary schedule on such pay dates.
- H. Teachers who were employed by the Board on December 1, 2004, and paid on Step K of the BA salary schedule as of December 1, 2004, shall be paid a lump sum of \$699 on the next available pay date following ratification of this Policy Statement and \$699 on the first pay date following June 1, 2005. Teachers who were employed by the Board on December 1, 2004, and paid on Step K of the BA salary schedule as of December 1, 2004, will be paid a lump sum payment of \$1399 on the first pay date following the first day of December 2005, \$2000 following the first pay date following the first day of December 2006 and \$1294 following the first pay date following the first day of December 2007, as long as such teacher remains employed by the Board at Step K on the BA salary schedule on such pay dates. These payments are in addition to the salary contained on the Teachers' Salary Schedule (attached as Appendix B-1).
- I. Upon recovery by the Board of proceeds from the lawsuit captioned Board of Education of the City of St. Louis, et al. v. State of Missouri, Cause No. 034-00284, pending in the Circuit Court of St. Louis City, Missouri, the Board shall use up to 25% of the proceeds from such case to pay to all certificated employees who have missed salary steps in the past (i) lump sum amounts equal to each such employee's next salary step, for employees who have only missed one salary step while employed by the Board as a certificated employee, (ii) amounts equal to each such employee's next two salary steps, for those employees who have missed two or more salary steps while employed by the Board as a certificated employee, or (iii) \$2,000.00 for employees on Step L of the BA salary schedule.

**ARTICLE XIII DEPARTMENT HEADS/TEAM LEADERS**

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

**ARTICLE XIV SUMMER SCHOOL ASSIGNMENTS**

- A. The Board shall notify all teachers of summer school openings on or about May 1 of each year through personnel bulletin Boards located throughout the district.
- B. All applications for summer school employment shall be returned to the Human Resource Division within (10) ten working days after notification of openings.
- C. The Superintendent or designee, in consultation with school principals, shall consider applications from all areas and shall select applicants for summer school teaching assignments. Preferences shall be given to teachers seeking to work in the school to which they are assigned during the regular school year based on their seniority within rank, subject to their having the qualifications necessary to fill the openings in question.
- D. Teachers normally will not be assigned to summer school for more than two consecutive summers, provided qualified applicants are available and further provided that the summer school openings are not restricted to teachers in a specially funded program.
- E. All successful applicants shall be notified of their assignment as soon as possible, but before the end of the school year.
- F. The Board will furnish to the Union, by July 30 of each year, one complete list of all employees in summer school positions. The list will be in alphabetical order by last name and will show the employees' addresses.
- G. While the administration recognizes the summer school policy of working two (2) consecutive summers and seniority, the Superintendent reserves the right to appoint staff to summer school positions when experience and other skills and abilities warrant it.
- H. Summer school teachers will be paid for the July 4<sup>th</sup> holiday.

**ARTICLE XV DISCIPLINE AND DISCHARGE**

- A. No employee shall be reprimanded except for just cause. A copy of any written reprimand will be given to the employee.
- B. No teacher shall be reduced in rank or compensation, discharged or otherwise separated from employment except for the reasons stated in Mo.Rev.Stat. Section 168.221.
- C. Any discipline of an employee by a principal or his/her designee shall be conducted in private.



**SECTION C**

**SECRETARIAL/CLERICAL**

**SECRETARIAL/CLERICAL EMPLOYEES**

**ARTICLE I RECOGNITION**

- A. The Board recognizes that the Union has been designated as the exclusive bargaining representative for the following non-certificated personnel of the St. Louis School System as follows:
- B. Persons employed by the St. Louis Board of Education 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 Resource Division
- 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 Superintendents
- Assistant to the Superintendent
- Human Resources
- Director of Finance
- Director of Budget
- Planning Research and Evaluations
- Commissioner of Building and Grounds

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

**ARTICLE II EMPLOYMENT CONDITIONS**

A. School/Work Day

- 1. All employees are normally expected to remain at their work site except in emergency situations, in which case they are to notify the principal and/or immediate supervisor. Employees assigned to more than one location in a day shall be allowed reasonable travel time between assignments. This travel time shall be in addition to their duty-free lunch period.
- 2. Each 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 who work eight hour days shall be given a fifteen (15) minute break in the morning and afternoon. Half-time employees will be granted one fifteen (15) minute relief break. Such relief breaks shall be taken at the discretion of the employee but must have the approval of the immediate supervisor.

B. Hours of Work

1. Forty (40) hours shall constitute the required weekly hours of service for all regular full-time non-certificated employees.
2. Employees will be assigned to overtime work when there are no qualified volunteers.
3. When an employee is authorized to work and does work beyond the required forty (40) hours per week, the Board shall pay the employee for all overtime worked at the rate of one and one-half times the employee's normal hourly rate.
4. Part-time employees who are required to work beyond their regular scheduled hours will be compensated at their regular hourly rate for time worked. If part-time employees are required to work beyond forty (40) hours per week, they shall be compensated as provided in Section 3 above.
5. The district will attempt to rotate overtime assignments on the basis of experience and qualifications needed to perform a particular assignment. Overtime assignment records will be reviewed quarterly by the appropriate Associate Superintendent and efforts will be made to distribute overtime as fairly and equitably as is possible.

C. 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.

D. 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.

E. Other Responsibilities

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

F. Job Task Priorities

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

G. Space and Equipment

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

H. 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.

I. 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.

J. Vacancies

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

K. Reduction in Force

1. Guidelines

- a. The required number of employees in jobs where reductions are to be made shall be placed on involuntary leave of absence.
- 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. If no vacancy exists then he/she shall have the right to displace the least senior employee in the job family provided he/she is qualified to perform the job.

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.
- e. Develop a system which identifies the date of appointment and pay range of a displaced employee and maximizes seniority to assign the employee. This will cause a less senior employee to be bumped. .
- f. Displaced senior employees can "bump" a less senior employee, if qualified, based on required skills within the job description and within the same job family or an employee's former job. The "bumping" occurs until the least senior employees are placed on involuntary leave of absence within the same job family.

3. Recall

- a. At time of placement on leave of absence, a displaced employee shall advise the Human Resource Division in writing of whether or not the displaced employee desires to be considered for reassignment.

- b. After displaced/bumped 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/bumped employee refuses an offer of reassignment in a position within the employee's job family, 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 School District with a current address. The School District shall provide, by certified mail, a notice of recall to the employee at that address. The displaced employee shall notify the School District in writing within thirty (30) calendar days on intent to return. If the School District is not notified in the specified time, the employee shall be deemed to have abandoned recall rights.

### **ARTICLE III    EVALUATION**

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

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

**ARTICLE IV OTHER FRINGE BENEFITS**

A. Holiday Pay

All regular employees shall receive pay for holidays according to the school calendar as it applies to all Board employees. Holiday pay will be authorized for employees for only those holidays for which the employee is not scheduled to work and which are within the school work year. In order to be eligible for holiday pay, the employee must work the scheduled work day prior to and following the holiday, with 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 employees in summer programs and 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 Resource Division for consideration. A career ladder program to advance and maintain continuity of employment for all non-certificated employees.

D. Tuition Reimbursement

1. The Board will encourage continued professional growth of secretarial/clerical employees by paying the tuition costs for courses taken on their own time which add to the competence of these employees in performing their Board related duties.
2. Upon receiving prior approval of the Board for each course, and upon receipt by the Board of a transcript verifying successful completion of the course, the employee shall be fully reimbursed for the cost of the tuition not to exceed fifteen (15) hours of credit.

**ARTICLE V SALARY AND RATES OF PAY**

A. Salaries

1. The salary schedule for 2004-2008 becomes effective July 1, 2004. All secretarial/clerical employees in the represented unit shall receive a lump sum payment of \$500.00 of additional compensation, less withholdings, on the first pay date following December 10, 2004, and a lump sum payment of \$500.00 of additional compensation, less withholdings, on the first pay date following June 1, 2005.
2. Annual salaries for secretarial/clerical employees for 2005-2008 shall be increased by \$1,000.00 effective July 1, 2005.
3. Employees who are promoted to a higher classification during the year are to be placed at the minimum of the range, or they may receive a total salary which includes the previous year's salary, plus one for the promotion, whichever is higher.
4. The Board shall conduct or cause to be conducted a salary study for secretarial/clerical employees between January 1, 2005, and April 30, 2005, or as soon thereafter as shall be reasonably possible. The parties agree to meet and confer at the request of the Union to

discuss rates of pay for the 2005-2006, 2006-2007 and 2007-2008 school year, within thirty (30) days of receipt of the completed salary study.

5. Upon recovery by the Board of proceeds from the lawsuit captioned Board of Education of the City of St. Louis, et al. v. State of Missouri, Cause No. 034-00284, pending in the Circuit Court of St. Louis City, Missouri, the Board shall use up to 25% of the proceeds from such case to pay to all clerical and secretarial employees who have missed salary steps in the past (i) lump sum amounts equal to each such employee's next salary step, for employees who have only missed one salary step while employed by the Board, or (ii) amounts equal to each such employee's next two salary steps, for those employees who have missed two or more salary steps while employed by the Board.

#### **ARTICLE VI    SUMMER SCHOOL ASSIGNMENTS**

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

#### **ARTICLE VII    FEDERAL FUNDING**

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

**ARTICLE VIII DISCIPLINE AND DISCHARGE**

- A. No employee shall be reprimanded except for just cause. A copy of any written reprimand will be given to the employee.
- B. No secretarial/clerical employee shall be reduced in rank or compensation, discharged or otherwise separated from employment, except for the reasons stated in Mo.Rev.Stat. Section 168.251 through 168.291.



**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 St. Louis School System.

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

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

**ARTICLE II EMPLOYMENT CONDITIONS**

**A. School/Work Day**

1. Employees are normally expected to arrive ten (10) minutes prior to their work assignment with the exception of twelve (12) month employees.
2. All employees are normally expected to remain at their work site except in emergency situations, in which case they are to notify the principal and/or immediate supervisor. Employees assigned to more than one location in a day shall be allowed reasonable travel time between assignments. This travel time shall be in addition to their duty-free lunch period.
3. Each employee shall have an uninterrupted duty-free lunch period of at least thirty (30) minutes. If employees leave the grounds during this thirty (30) minute duty-free lunch period, they shall report said absence to the principal/supervisor or his/her designee before leaving the building and upon returning to the building. There shall be strict adherence to arriving back on time for an assigned duty.
4. The sign-in sheet 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 one-half hour before employee's departure time.
5. The district will attempt to rotate overtime assignments on the basis of experience and qualifications needed to perform a particular assignment. Overtime assignment records will be reviewed quarterly by the Superintendent or designee and efforts will be made to distribute overtime as fairly and equitably as is possible.

**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 the approval of the immediate supervisor.

C. Professional Development Training

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

D. Duties and Assignments

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

E. Vacancies

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

F. Reduction in Force

1. Guidelines

- a. The required number of employees in jobs where reductions are to be made shall be placed on involuntary leave of absence.
- 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. If no vacancy exists then he/she shall have the right to displace the least senior employee in the job family provided he/she is qualified to perform the job.

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.
- e. Develop a system which identifies the date of appointment and pay range of a displaced employee and maximizes seniority to assign the employee. This will cause a less senior employee to be bumped. .
- f. Displaced senior employees can "bump" a less senior employee, if qualified, based on required skills within the job description and within the same job family or an employee's former job. The "bumping" occurs until the least senior employees are placed on involuntary leave of absence within the same job family.

3. Recall
  - a. At time of placement on leave of absence, a displaced employee shall advise the Human Resource Division in writing of whether or not the displaced employee desires to be considered for reassignment.
  - b. After displaced/bumped 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/bumped employee refuses an offer of reassignment in a position within the employee's job family, 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 School District with a current address. 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.

**ARTICLE III EVALUATION**

A. Evaluation - Permanent and Probationary Employees

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

B. Standards and Criteria

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

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**

- A. If the qualifications of a teacher assistant, including any performance with the Board, are equal to those of new applicants, the teacher assistant will be given preferential consideration for an open teaching position. When two (2) or more teacher assistants are to be considered and their qualifications are equal, they will be given preference in the order of their length of service with the Board. In making a selection under the foregoing, if the Board should appoint a new applicant over a teacher assistant, or deviate from seniority among eligible teacher assistants, the Board shall be prepared to provide a valid reason thereof.
- B. Teacher assistants shall not be required to perform duties which are the responsibility of the custodian.
- C. Teacher assistants shall not be assigned office clerical duties on a regular and/or continuing basis. They may be assigned these duties under emergency conditions only.
- D. Summer School Assignment for Teacher Assistants
  1. The Board shall notify all teacher assistants of summer school openings on personnel bulletin boards located throughout the district and/or on or about May 1 of each year.
  2. All applications for summer school employment shall be returned to the Human Resource Division within ten (10) days after notification of openings.
  3. Assistant Superintendents or their designee, in consultation with school principals, shall consider applications for teachers assistants and shall select applicants for summer school assignments. Preference shall be given to teachers assistants seeking to work in the school to which they are assigned during the regular school year and the following criteria shall be used by the Assistant Superintendents in filling summer school positions:
    - a. A rating of “Satisfactory” or better
    - b. Prior summer school experience
    - c. Length of service as a teacher assistant in the St. Louis School System.
  4. Teacher assistants will not be assigned to summer school for more than two (2) consecutive summers, provided qualified applicants are available and further provided that the summer school openings are not restricted to teacher assistants in a specially funded program.
  5. If it becomes necessary to reduce positions after applicants have been chosen, system-wide seniority will govern.
  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 July 30 of each year, one complete list of all employees in summer school positions. The list will be in alphabetical order by last name and will show the employee’s address.

- 9. 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.
- E. When there is to be a reduction of the teacher assistant staff at a school, permanent teacher aides and assistants have the right to remain in preference to probationary teacher assistants and probationary teacher assistants in preference to substitutes. Among teacher assistants of equal rank, the employee with the least system-wide seniority shall be transferred, except:
  - 1. Where a teacher assistant performs certain functions of overriding importance other than classroom activities; or
  - 2. Where a teacher assistant is responsible for certain special programs or has particular qualifications overriding of importance that are needed somewhere.
- F. Should a determination be made on or before the last day that school offices are open or before the first day of the school year that a reduction of teacher aide and/or assistant staff is not necessary, the transferred teacher assistant or teacher aide shall be offered the opportunity to return to his/her original facility and assignment, if applicable.
- G. Substitution (Teacher Assistants)
  - 1. The principal and/or immediate supervisor shall assign teacher assistants to serve as substitutes in emergency situations when the regular classroom teacher is absent and there are no certificated substitutes available.
  - 2. The principal and/or immediate supervisor shall report the assignment of teacher assistants for substitute duty on the Board approved overtime payroll form and forward it to the payroll supervisor.
  - 3. Teacher assistants who may supplant a regular program may not substitute. All eligible teacher assistants shall not be assigned to substitute in a classroom for more than one period *per day* .
  - 4. Childcare attendants and teacher assistants shall not be assigned to substitute in the classroom.
  - 5. 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.
  - 6. Substitution assignment of a teacher assistant shall be done on a fair and equitable basis.
- H. Instructional Care Assistants will be properly trained. Instructional Care Assistants will be provided liability coverage in accordance with Board policy.

**ARTICLE V    BOOK-CLERK TREASURERS**

- A. Book-clerk treasurers shall set up schedules for the receipt and distribution of textbooks, supplies and the collecting of monies. After approval of these schedules by the principal, they shall be distributed to the staff.
- B. Security shall be provided for the book-clerk treasurer while handling monies and depositing monies in the bank.
  - 1. In those locations where it is possible, a special parking space shall be provided for the book-clerk treasurer as close to the entrance to his/her office as possible.

2. A safety officer shall be provided for the book-clerk treasurer while handling, transferring and depositing monies in the bank.
  3. In those schools where the principal recommends, monies handled by the book-clerk treasurer for bank deposits shall be forwarded to the bank with the lunchroom monies provided a school bank account is established at the authorized bank.
  4. Book-clerk treasurers shall report immediately to the principal any danger to personal safety which is imposed by handling of monies en route to the bank. The grievance procedure may be followed when procedures cannot be agreed upon by the book-clerk treasurer and the principal.
- C. No books, supplies or materials shall be removed from the supply room without the consent of the book-clerk treasurer unless authorized by the principal. When items are removed, the principal shall notify the book-clerk treasurer in writing of the actions taken.
- D. When available and upon request of the principal, the roving book-clerk treasurer shall be assigned to substitute for a book-clerk treasurer who is absent.
- E. Student helpers shall be assigned to work with and under the supervision of the book-clerk treasurer.
- F. Such student helpers shall be selected by the principal in consultation with the book-clerk treasurer.
1. Student helpers shall be assigned for up to ninety (90) hours at the beginning of the school year and up to ninety (90) hours at the end of the school year.
  2. Additional student help may be provided to the book-clerk treasurer during the school year from the school's total budget allocation for student help.
- G. Appropriate in-service programs shall be scheduled for book-clerk treasurers.

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

- A. Principals and/or their designees shall meet with the safety officers to keep them informed of discipline problems and other security problems. Safety officers shall be notified of emergency problems as soon as practicable. Principals or their designees may meet during the first month of the school year with the site safety officer(s), Union building representative and the TEAC chairperson to review anticipated security needs and discipline problem for the coming year.
- B. Principals shall inform all safety officers of students who are not to be on the school premises until further notice.
- C. Safety officers shall be supplied with the equipment approved by the Board. Safety officers are not authorized to carry firearms unless specifically approved by the Superintendent of Schools.
- D. Safety officers shall be entitled to benefits under the Workers' Compensation Act for job related injuries.
- E. Safety officers shall be released from duty with salary when it is necessary for them to appear in court concerning school related incidents which occurred while the safety officer was performing his/her duties.
- F. Safety officers shall annually, upon renewal of their license, provide the Human Resource Division a copy of the license. Failure to do so may be grounds for suspension without pay or dismissal.
- G. The suspension or revocation of the license by the St. Louis Metropolitan Board of Police Commissioners may be grounds for suspension without pay or dismissal.

- H. The district shall provide permanent security type badges and photo ID's to all safety officers.
- I. The district shall provide Professional Development training opportunities for safety officers specifically relating to identifying and dealing with disruptive students, students with special needs, and training on crowd control and self-defense.
- J. Safety officers will not be required to govern, teach, discipline or otherwise assume the classroom duties of the certificated staff.

**ARTICLE VII RATES OF PAY**

**A. Salaries**

- 1. The salary schedule for 2004-2008 becomes effective July 1, 2004. All paraprofessional employees in the represented unit shall receive a lump sum payment of \$500.00 of additional compensation, less withholdings, on the first pay date following December 10, 2004, and a lump sum payment of \$500.00 of additional compensation, less withholdings, on the first pay date following June 1, 2005.
- 2. Annual salaries for paraprofessional employees for 2005-2008 shall be increased by \$1,000.00 effective July 1, 2005.
- 3. Employees who are promoted to a higher classification during the year are to be placed at the minimum of the range or they may receive a total salary which includes the previous year's salary plus one for the promotion, whichever is higher.
- 4. The Board shall conduct or cause to be conducted a salary study for paraprofessional employees between January 1, 2005, and April 30, 2005, or as soon thereafter as shall be reasonably possible. The parties agree to meet and confer at the request of the Union to discuss rates of pay for the 2005-2006, 2006-2007 and 2007-2008 school years within thirty (30) days of receipt of the completed salary study.
- 5. Library Media Specialist Assistants who split time between more than one school shall work a ten and one-half (10½) month school year and an eight (8) hour work day.
- 6. Upon recovery by the Board of proceeds from the lawsuit captioned Board of Education of the City of St. Louis, et al. v. State of Missouri, Cause No. 034-00284, pending in the Circuit Court of St. Louis City, Missouri, the Board shall use up to 25% of the proceeds from such case to pay to all paraprofessional employees who have missed salary steps in the past (i) lump sum amounts equal to each such employee's next salary step, for employees who have only missed one salary step while employed by the Board, or (ii) amounts equal to each such employee's next two salary steps, for those employees who have missed two or more salary steps while employed by the Board.

**B. Extra Duty Pay**

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

**C. Overtime**

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



3. Records shall be kept by the immediate supervisor. A copy may be obtained by the employee upon request.
4. The district will attempt to rotate overtime assignments on the basis of experience and qualifications needed to perform a particular assignment. Overtime assignment records will be reviewed quarterly by the Superintendent or designee and efforts, will be made to distribute overtime as fairly and equitably as is possible.

**ARTICLE VIII FRINGE BENEFITS**

A. Holiday

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

B. Jury Duty

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

C. Joint Committee for a Career Ladder Program

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

D. Tuition Reimbursement

1. The Board will encourage continued professional growth of paraprofessional employees by paying the tuition costs for courses taken on their own time which add to the competence of these employees in performing their Board related duties.
2. Upon receiving prior approval of the Board for each course and upon receipt by the Board of a transcript verifying successful completion of the course, the employee shall be fully reimbursed for the cost of the tuition not to exceed fifteen (15) hours of credit.

**ARTICLE IX DISCIPLINE AND DISCHARGE**

- A. No employee shall be reprimanded except for just cause. A copy of any written reprimand will be given to the employee.
- B. No non-certificated employee shall be reduced in rank or compensation, discharged, or otherwise separated from employment except for the reasons stated in Mo.Rev.Stat. Section 168.251 through 168.291.

**ARTICLE X**    **FEDERAL FUNDING**

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