

800/142
7/1/04 - 6/30/06
55 pgs.

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

2004 – 2006

TABLE OF CONTENTS

	<u>Page</u>
MISSION STATEMENT	1
ARTICLE 1 INTRODUCTION	2
ARTICLE 2 RECOGNITION	3
ARTICLE 3 STATUS OF THE RESOLUTION	4
ARTICLE 4 CONFORMITY TO LAW	5
ARTICLE 5 RIGHTS OF THE ASSOCIATION	6
ARTICLE 6 PAYROLL DEDUCTIONS	8
ARTICLE 7 DUE PROCESS	9
ARTICLE 8 PERSONNEL RECORDS	10
ARTICLE 9 EMPLOYEE EVALUATION	12
ARTICLE 10 GRIEVANCE PROCEDURE	13
ARTICLE 11 STAFF PROTECTION	16
ARTICLE 12 CONDITIONS/HOURS OF WORK	17
ARTICLE 13 SCHOOL CALENDAR/HOLIDAYS	20
ARTICLE 14 ADMINISTRATIVE RIGHTS	22
ARTICLE 15 CLASS SIZE AND CASELOAD STANDARDS	23
ARTICLE 16 SALARIES AND SALARY PAYMENTS	25
ARTICLE 17 TRANSPORTATION REIMBURSEMENT	28
ARTICLE 18 TRAVEL	29
ARTICLE 19 EXTRA DUTY	30
ARTICLE 20 RESIGNATIONS	31
ARTICLE 21 CREDIT COURSES AND TUITION REIMBURSEMENT	32

TABLE OF CONTENTS
(continued)

	<u>Page</u>
ARTICLE 22 INSURANCE AND FRINGE BENEFITS	34
ARTICLE 23 PAID ABSENCES	35
ARTICLE 24 NON-PAID ABSENCES	38
ARTICLE 25 OTHER LEAVE PROVISIONS	41
ARTICLE 26 SENIORITY	44
ARTICLE 27 PROFESSIONAL DEVELOPMENT	45
ARTICLE 28 ASSIGNMENTS AND TRANSFERS	46
ARTICLE 29 REDUCTION IN FORCE	49
ARTICLE 30 DURATION	51
ARTICLE 31 COMPLETE DISCUSSIONS	52
APPENDIX – SALARY SCHEDULE	

MISSION STATEMENT

The Special School District Board of Education (Board of Education) and the Special District National Education Association (SDNEA) declare their intent to cooperate in their common aims to achieve the mission of the Special School District of St. Louis County to enable each child to attain a meaningful quality of life, and an independent and productive place in society:

The mission of the Special School District of St. Louis County is in the areas of special and vocational education. Its special education mission is to identify children with disabilities and to educate them consistent with their needs and the mandates of the law in order to enable each child to attain a meaningful quality of life, and an independent and productive place in society. Under the guidance of the Metropolitan Vocational Education Cooperative, the vocational education mission is to supplement the comprehensive high school programs of St. Louis County school districts with training opportunities aimed at educating students to succeed in their chosen vocations and to become productive and responsible citizens.

ARTICLE 1

INTRODUCTION

The following articles have been agreed upon between the duly designated representatives of the Board of Education of the Special School District of St. Louis County and representatives of the Special District National Education Association/Missouri NEA, the designated exclusive bargaining representatives of all Employees in the bargaining unit defined in Section 2.3. The undersigned hereby submit these agreed articles to the Board of Education as a joint resolution and recommend its adoption.

Pursuant to the above, the Board of Education of the Special School District of St. Louis County, this June 22, 2004 has approved by resolution the following salaries, benefits and other terms and conditions of employment for the members of said bargaining unit.

BOARD OF EDUCATION TEAM

Paul Schum
Staci L. Menzies
John Bumbal
George R. Neimeyer

6/16/04
DATE OF SIGNING

ASSOCIATION REPRESENTATIVES

Mary Butcher
Melba Agat
Lisa Deibel
Ann Newman
Paul Tetter
Jim Ward

6/16/04
DATE OF SIGNING

ARTICLE 2

RECOGNITION

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

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

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

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

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

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

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

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

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

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

ARTICLE 3

STATUS OF THE RESOLUTION

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

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

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

3.4 The District shall print and distribute copies of the Resolution to all unit Employees as soon as possible (but not more than three months) after approval by both parties. Amendments shall be distributed within one month after approval by the Board.

ARTICLE 4

CONFORMITY TO LAW

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

4.2 In the event a term or provision is determined to be contrary to law as stated in Section 4.1, District and Association representatives shall meet and confer promptly with respect to such matter.

ARTICLE 5

RIGHTS OF THE ASSOCIATION

5.1 The District agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, including but not limited to: financial reports and audits, budgets including preliminary budgets, agenda and minutes of all public Board meetings, census data, warrant list after Board approval and Exceptional Pupil Aid Summary and such other public information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Employees.

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

5.3 Association meet and confer team members shall not suffer loss of pay while attending meet and confer sessions with District representatives provided (1) such sessions are jointly scheduled and (2) the number of team members does not exceed six (6), in addition to the SDNEA President and the UniServ Director.

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

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

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

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

5.7 Association Leave

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

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

5.7.3 The President of SDNEA will be released from his/her regular position on a full time basis. During the term of office, the President shall be compensated in accordance with the Salaries and Salary Payment article of this agreement and retain all other benefits as he/she would in full time employment. He/she will maintain seniority and the absence shall not be construed as a break in service. The Association will reimburse the District for the cost of Employee benefits and the President's salary in an amount equal to the difference between the salary of Step 1/Channel 1 and Step 20/Channel 5. The SDNEA President shall be assigned a mailbox for the purpose of receiving all teacher-level mailings.

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

5.9 The District will solicit participation from the Association for applicable committees.

ARTICLE 6

PAYROLL DEDUCTIONS

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

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

6.2.1 Any Employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues, voluntary contributions and assessments.

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

6.2.3 Authorization for dues deduction shall continue in effect from year to year unless revoked in writing by September 15 to the Board and the Association for the upcoming school year. The District will send notification to the Association of those individuals who have discontinued dues deductions.

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

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

6.2.6 On or before September 1 of each year the Association shall certify to the Board the total amount of dues for the ensuing year.

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

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

ARTICLE 7

DUE PROCESS

7.1 Due Process Procedure

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

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

7.1.3 Any disciplinary action taken against a Tenured Employee shall be in accordance with the procedures set forth in the "Teacher Tenure Act" providing such Employee is covered by the Act. If suspended, professional staff members shall be suspended with pay until the Board renders its decision.

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

7.2 Only a complaint brought to the attention of the Employee may be used as the basis of disciplinary action. Employees are to be made aware of complaints within five (5) days of the administrator's knowledge of the complaint.

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

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

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

ARTICLE 8

PERSONNEL RECORDS

8.1 It is the intent of the Board to maintain complete and current personnel files for all Employees. There shall be one personnel file for the District, which shall be maintained in the Human Resource Division. The file of an individual will be considered confidential information and will only be available to authorized administrative personnel and to the Employee. Upon request to and in the presence of the appropriate administrative official, any Employee will have the right, during regular working hours, to inspect his/her own personnel file with the exception of the ratings, reports and records obtained prior to the employment of the individual including confidential placement papers.

8.2 Upon request, a copy of any documents contained therein shall be afforded the Employee. Only one such copy shall be at District expense. A representative of the Association, at the Employee's request, may accompany the Employee in this review.

8.3 Information of a derogatory nature will not be entered or filed in the Employee's personnel file until the Employee is given written notice and an opportunity to review the information and comment thereon. The Employee will have the right to append a reply to the statement, which will also be included in the personnel file.

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

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

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

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

8.7 Unless the document states otherwise, when an Employee is requested to sign material placed in his/her personnel file, such signature shall be understood to indicate his/her awareness of the material.

ARTICLE 9

EMPLOYEE EVALUATION

9.1 All evaluations will be performed on the approved Special School District Performance Based Teacher Evaluation process. The Employee's evaluation shall be based on his/her work position and upon the performance criteria set forth in the District's Performance Based Evaluation (PBE). The PBE guidelines will be furnished to each Employee and available in Human Resources.

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

ARTICLE 10

GRIEVANCE PROCEDURE

10.1 Definitions

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

10.1.2 A "grievance" shall be a written claim by a grievant that a dispute or disagreement exists involving interpretation or application of the terms of this Resolution or of an existing Board policy. The written grievance shall identify the term of this Resolution or existing Board policy and will identify the relief requested by the grievant. The grievant must elect the remedy for their dispute/disagreement with this Resolution. If an Employee chooses to first file a charge with an outside agency, the Employee is precluded from filing a grievance.

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

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

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

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

10.4 A class grievance involving more than one supervisor and a grievance involving the administrator above the building level may be filed by the Association at Step II. In such instances the Employee's supervisor(s) shall be notified five (5) days in advance of the intended filing by the Association of said grievance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11

STAFF PROTECTION

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

11.2 Whenever an Employee is absent from employment, and is unable to perform his/her duties as a result of personal injury sustained in the course of employment, he/she will be paid his/her full salary for the day on which the injury occurred and the next two (2) days of absence preceding the effective date of Worker's Compensation. The Employee shall reimburse any money received from Worker's Compensation for those three (3) days to the District.

11.2.1 The District will inform an Employee who is absent due to worker's compensation injury of the District's Board Policy regarding supplemental sick leave during the time they are not working due to a worker's compensation claim. An Employee may request in writing a prorated deduction from their remaining pay periods for the school year if there is a negative difference between the Employee's next scheduled semi-monthly salary payment and the worker's compensation adjustment.

11.3 Any Employee who sustains damage to personal property as a result of student physical action while performing official District responsibilities may apply for reimbursement for the damage. Any Employee who believes that he/she has sustained damage to personal property due to a student physical action shall submit a report of the incident to his/her supervisor. The supervisor will investigate each reported incident and make a recommendation to the Superintendent. The Superintendent shall make the final determination of whether the damage is reimbursable.

11.4 When infectious diseases are known to be present, Employees will be notified on a need to know basis and the District will take appropriate steps to protect the Employees on recommendation and consultation with community medical resources.

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

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

ARTICLE 12

CONDITIONS/HOURS OF WORK

12.1 All Employees shall be assigned definite hours of work and designated starting and ending times. Work schedules showing the Employees' hours and days of work will be provided to Employees at the beginning of the school year. A workday for Employees under "ten-month" contracts will be seven and one-half (7-1/2) hours. Employees will not be required to provide direct service to students before and/or after the instructional day. The workweek will ordinarily be Monday through Friday.

12.1.1 Employees may be required to complete a modified workday if (a) component district building(s) exceed seven and one-half (7-1/2) hours. Representatives of the Association and affected staff may consult with the administration about a modified workday. The Superintendent or designee will provide a resolution, which addresses the modified workday for the Employees. The Superintendent's decision may be appealed to the Board.

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

12.2 Hours of Work Within the School Day

12.2.1 The District will provide a thirty (30) minute duty-free lunch period daily. Emergency situations may also require other lunch period duties. In order to avoid placing an unfair burden on any one Employee, it shall be the duty of the supervisor, or the person in charge, to equalize the workload as fairly as possible so that the opportunity for an uninterrupted lunch period is maximized.

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

12.2.3 Employees who are assigned to more than one school building or who travel to perform their assigned duties shall be provided reasonable travel time in addition to their lunch, and preparation periods.

12.2.4 District Employees may be assigned duties during the workday, which are consistent to the duties assigned to the component district classroom teachers. If an Employee is assigned duties they believe to be inequitable, they may ask for a meeting

with their supervisor to resolve the problem in a timely manner. Special Education Contact responsibilities may be discussed in the previously mentioned meeting.

12.3 Hours of Work Outside the School Day

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

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

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

12.3.4 An aggregate amount of time not to exceed forty-eight (48) hours per school year has been established to provide time for meetings, trainings, and school related activities. The Employee will document time spent in meetings, trainings, and school-related activities. The Employee's immediate Supervisor and component district building administrator will coordinate scheduling of Employee attendance at component district and Special School District meetings, trainings, and activities. The Supervisor and component district building administrator will evaluate the relevancy of said meetings, trainings, and activities. Staff input may be considered when the Supervisor and component district building administrator consider relevancy. The District may use part of the forty-eight (48) hours to complete District business. When an Employee anticipates that their total hours may exceed forty-eight (48) they will notify their direct Supervisor in writing. The Supervisor will investigate the written claim and determine a solution.

12.3.5 If District Employees working in component districts are required to attend component district staff and training meetings which component district staff is required to attend, 12.3.4 applies. If component district staff receives compensation for these in-service meetings, Special School District Employees will be equally compensated. The immediate supervisor will provide prior approval for any such in-service. Any in-service meeting for which an Employee is compensated will not count towards the forty-eight (48) hours of aggregate meeting/activity time.

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

12.4 Work Environments

12.4.1 An Employee who feels that the physical condition of their work environment is not safe should notify their supervisor. The supervisor will investigate the concerns and determine a solution.

12.5 Required Specialized Training

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

ARTICLE 13

SCHOOL CALENDAR/HOLIDAYS

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

13.2 The school calendar of 192 days for the 2004-2005 school year, and thereafter (4 of which are paid holidays) adopted by the Board establishes the term (number of employment days) of the school year and identifies days staff, who follow Special School District's calendar, are required to report to work. Employees assigned to school buildings operated by Special School District will report to work on the days required as indicated by the Special School District calendar. Employees assigned to work in school buildings owned and/or operated by other St. Louis County School Districts will follow the calendar adopted by the Board of said district except as noted in 13.3.

13.3 Component District Calendars

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

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

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

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

13.5 Teacher workdays as scheduled in the Special School District and component calendars

may be used for participation in workshops, in-service, instructional support activities such as planning, preparing instructional materials, formulating I.E.P. evaluations of student's progress records, etc. Supervisory personnel in collaboration with the staff will determine the specific use of these days. In general, no more than half the day will be used for staff development/meetings.

13.6 When the State NEA meeting is held in St. Louis, Special School District classes will not be in session. Since these are designated workdays, Employees are expected to attend the State meeting or report to their assigned building.

13.7 Holidays

13.7.1 The following shall be scheduled paid and non-paid holidays for Employees.

- Labor day (Non-paid)
- Thanksgiving Day (Paid)
- Day After Thanksgiving Day (Non-Paid)
- December 24 (Non-Paid)
- December 25 (Paid)
- December 31 (Non-Paid)
- January 1 (Non-Paid)
- Martin Luther King Day (Paid)
- Presidents Day (Paid)
- Memorial Day (Non-Paid)
- Independence Day (Non-Paid)

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

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

ARTICLE 14

ADMINISTRATIVE RIGHTS

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

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

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

14.1.3 In the exercise of such rights above the District shall comply with the provisions of this Joint Resolution. It is further agreed that the final decision of the Special District made by the Superintendent of Schools with respect to any of the above matters shall not be further reviewable by the grievance procedure.

ARTICLE 15

CLASS SIZE AND CASELOAD STANDARDS

15.1 The District will make every effort to comply with DESE standards relating to caseload size for teacher level staff. The District will provide caseload reports quarterly to the Association as they are updated on a district wide basis.

15.2 General Provisions

15.2.1 DESE caseload guidelines reflect limits not goals. Depending upon the instructional needs of the students, caseload limits should be considered situational and should require differing targets. For example elementary classes will generally have a smaller caseload number than secondary classes due to the greater individual student management needs presented by younger students. When a teacher's caseload exceeds 90% of the effective DESE guideline limit, upon notification, the area coordinator shall meet with the teacher to review the caseload and to develop an action plan.

15.2.2 As there are no DESE guidelines for social workers' caseloads, their caseloads will be computed based on units of service rather than a caseload number or head count. A unit of service is a weighted number based on levels of service as defined in the District Social Work Manual. The limit for social workers' caseload is 60 units. When a social worker's caseload exceeds 60 units, the procedure outlined in 15.2.1 will apply.

15.3 Support Personnel

15.3.1 The District recognizes that the teacher aides/assistants to teacher ratio is an important component of a quality education program. The District shall strive to provide an adequate number of support personnel in Special Education and Applied Technology where needed. In cases where a Teacher believes the level of support personnel provided is not adequate to the proper operation of his/her program, the Teacher shall provide the reason(s) in writing to his/her immediate supervisor with a copy to the Director/Department Head. Upon receipt of such advisement the supervisor and Director/Department Head shall meet to review the Teacher's concern. The Director/Department Head will provide a response in writing within fifteen (15) working days.

15.4 Extra Duty

15.4.1 To maintain educational service and safety for students, substitutes shall be provided for absent teachers in accordance with District guidelines. Except in cases of emergency, teacher level staff will not be responsible for assuming another's caseload. In situations in which the safety of the students/teachers are compromised by staff shortages, the administration will be notified and will arrange to provide for the required coverage. When the required coverage is not provided and the teacher assumes responsibility for the workload, the teacher will notify the supervisor. The District will reimburse the teacher for prep periods and lunch hours worked, and for assuming instructional responsibilities for an absent teacher's entire scheduled caseload during a given period/hour/time block at the rate of \$16.00 per hour. The teacher will submit a

time card to the supervisor to document time worked. In cases where more than one teacher assumes instructional responsibilities for an absent teacher, the time cards of all individuals requesting compensation for coverage will be submitted together to the supervisor, and the sum total of their time cards cannot exceed the daily sub pay.

15.5 Additional Caseload Responsibilities

15.5.1 When teacher level staff are assigned additional caseload responsibilities due to teacher vacancy or placement of a long term permanent substitute, they may be asked, in writing, by their immediate supervisor to assume additional caseload responsibilities beyond the normal work day (e.g. IEP development and evaluation related paperwork). Teachers will be reimbursed at a rate equivalent to the rate paid SNAP and ESYP teachers. The teacher will submit a timecard to the supervisor monthly.

15.5.2 When Medicaid paperwork cannot be completed during the workday, the Employee will be paid at the rate of \$16.00 per hour to complete paperwork responsibilities outside the school day.

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

Screening/Evaluation Times

<u>Procedures</u>	<u>Range (Maximum Times)</u>
Speech Screen & Write-Up	30-60 minutes
Speech/Language Evaluation (test, write-up, conference)	1-2 hours
Language Screening	20-30 minutes
Intake & Re-evaluation (test, write-up, conference)	1-2 hours
IEP	1-2 hours

ARTICLE 16

SALARIES AND SALARY PAYMENTS

16.1 Salaries for Employees subject to this Resolution during the term of this Resolution are attached hereto and by this reference incorporated herein. Salaries for part-time Employees are pro-rated based on salaries. (See Appendix.)

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

16.3 Employee paychecks will be issued twenty (20) or twenty-four (24) times annually as the individual Employee may elect. Paydays shall be the fifteenth (15th) day and the last workday of each month. When a payday falls on a holiday or a day that is not scheduled as a regular workday, the paycheck will be issued on the preceding workday. Exceptions are itemized yearly and checks will be received as indicated on the published payroll calendar. Each Employee will receive one-twentieth (1/20) or one-twenty-fourth (1/24) of his/her annual salary each pay period for twenty (20) or twenty-four (24) consecutive pay periods. Employees on one hundred ninety-two (192) day contracts will be paid their annual contracted salary on a pay cycle beginning August 31 and ending August 15.

16.4 Pay due Employees who work additional days in excess of their regular contract shall be paid for actual days worked between regular pay periods and such payment will be made at the end of the pay period following the pay period during which said pay is earned. Employees who elect to receive their annual salary in twenty-four (24) installments shall not be eligible to receive summer paychecks in June. Such paychecks shall be paid as due according to the regular pay cycle.

16.5 The District will pay all compensation due the Employee within ten (10) days after termination of the employment contract prior to the Employee's contracted period.

16.6 The salary schedule for ten (10) month Employees provides compensation for employment on one hundred ninety-two (192) days during the course of the school year. Ten (10) month Employees who work more than the required number of contract days shall be compensated at the daily rate of their annual salary divided by the annual number of contracted days for each additional day worked.

16.7 Employees shall be placed on the District's Teacher Salary Schedule on the basis of employment experience and educational preparation. New Employees with six (6) years or less credited experience shall be placed one step up on the salary schedule for each year of comparable full time employment or other professional/vocational experience. The District at its discretion will grant a minimum of seven (7) and a maximum of twelve (12) years of credited experience for Employees with seven (7) or more years of credited experience. Related but not

comparable experience shall be credited at the rate of one (1) year for each two (2) years of such experience. Each Employee shall advance one step on the salary schedule annually and shall receive increment credit and advancement when employed one-half (1/2) or more of the number of days in the school calendar except as stipulated in Articles 16.2 and 16.9.

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

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

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

16.8.3 Placement on Channel I shall require a B.S./B.A. degree or a two (2) year vocational certificate. Employees hired for the 2003-2004 school year and thereafter and Employees on Steps 1-9 of Channel I in the 2003-2004 school year shall not advance beyond Step 9 of Channel I. Employees already placed beyond step 9 of Channel 1 for 2004-2005 and subsequent school years shall continue to advance one step for each additional year of experience to the maximum step allowable in Channel 1.

16.8.4 Placement on Channel II shall require a B.S./B.A. degree plus twenty (20) graduate college credit hours, or a five (5) year vocational certificate. Undergraduate hours with prior approval from Human Resources may be considered. Employees hired for the 2003-2004 school year and thereafter and Employees on Steps 1-11 of Channel II in the 2003-2004 school year shall not advance beyond Step 11 of Channel II. Employees already placed beyond Step 11 of Channel 2 for 2004-2005 and subsequent years shall continue to advance one step for each additional year of experience to the maximum step allowable in Channel 2.

16.8.5 Placement on Channel III shall require an M.A./M.S. degree or a five (5) year vocational certificate plus ten (10) semester credit hours of under-graduate level courses completed following issuance of the five (5) year certificate and three (3) years of vocational education teaching.

16.8.6 Placement on Channel IV shall require an M.A./M.S. degree with one hundred eighty (180) semester hours (including under-graduate and graduate hours) or an M.A./M.S. degree plus fifteen (15) graduate hours or a five (5) year vocational certificate plus twenty-five (25) semester hours of college level courses earned following issuance of the five (5) year certificate. Undergraduate hours with prior approval from Human Resources may be considered.

16.8.7 Placement on Channel V shall require:

- 15 additional graduate level credit hours after completion of an M.A./M.S. degree with 180 semester credit hours (including under-graduate and graduate hours) or
- an M.A./M.S. degree plus thirty (30) graduate level credit hours or
- a five (5) year vocational certificate plus forty (40) semester credit hours earned following issuance of a five (5) year certificate.
- Undergraduate hours with prior approval from Human Resources may be considered.

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

16.8.9 Employees with National Board of Professional Teaching Standards (NBPTS) certification shall be paid an annual stipend equal to the PhD/EDD stipend. If the State of Missouri enacts legislation that pays teachers for NBPTS certification, the District shall only pay the difference between the stipend and the yearly SSD stipend if any.

16.9 Employees who qualify for a higher channel placement shall have their individual contracts adjusted to reflect the additional compensation as provided by the appropriate channel of the salary schedule. For the 2004-2005 school year, The District will make necessary adjustments in October and February for Employees who submit required information prior to October 1 and February 1. Beginning with the 2005-2006 school year and thereafter, the District will make necessary adjustments in October for Employees who submit required information prior to October 1. Salary increases will be retroactive to the beginning of the current semester. Salary adjustments will not include increment step movements.

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

16.10 Workshop leaders shall be compensated by the CSPD maximum rate per workshop as follows:

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

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

16.11 All CEU credits earned prior to the beginning of the 2004-2005 school year must be submitted for the purpose of salary advancement to the District by October 1, 2004.

ARTICLE 17

TRANSPORTATION REIMBURSEMENT

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

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

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

17.4 Reimbursement will be based upon the Board approved rate.

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

ARTICLE 18

TRAVEL

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

ARTICLE 19

EXTRA DUTY

19.1.1 Extended School Year Program (ESYP)

19.1.1 The District shall employ regular District Employees in part-time positions in programs conducted by the District during the summer. Contracted services programs shall be exempt from this requirement. The selection of Employees to staff summer programs shall be made on the basis of appropriate current certification and seniority.

19.1.2 To the extent possible staff positions will be made by May 15. If additional enrollment occurs, staff will be hired according to existing guidelines. However, staff positions made prior to May 15 will not be altered due to increased enrollment. In cases where two or more classes must be consolidated after the beginning of the summer school program due to the drop-out of students initially enrolled in classes below minimum standards for the maintenance of such classes, the same criteria shall be utilized as in 19.1.1; the other Employee(s) will be reduced, but will remain on a list to be recalled when another position becomes available or they will be placed on a substitute list.

19.1.3 Summer school Employees will be compensated at an hourly rate based on the average salary of all Employees whose annual salary is determined by the Regular Teacher/Professional Salary Schedule in effect during the school term preceding the summer session not to exceed \$27.50 per hour. Salary earned during summer employment will be paid on the fifteenth (15th) day and the last workday of each month. When a payday falls on a holiday or a day that is not scheduled as a regular workday, the paycheck will be issued on the preceding workday.

19.1.4 The District shall employ regular District Employees in authorized diagnostic positions during the summer. The term "summer" is defined as the period between the end of the regular school year (10 month Employees) and the beginning of the next school term.

19.1.5 If all available positions are not filled by regular District Employee volunteers, then other qualified personnel will be considered. The selection of Employees to staff summer diagnostic positions shall be made on the basis of volunteers who hold the appropriate current certification and/or required academic degree(s) for available positions, and shall be upon the same criteria as in 19.1.1.

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

19.2.1 The District shall make an effort to notify and interview District Employees for SNAP and Homebound positions.

ARTICLE 20

RESIGNATIONS

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

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

ARTICLE 21

CREDIT COURSES AND TUITION REIMBURSEMENT

21.1 Credit Courses

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

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

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

21.2.2 Three (3) graduate credit hours shall be the maximum number of credit hours per teacher-level staff for reimbursement in any school year beginning with the fall semester and concluding at the end of the following summer session.

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

21.2.4 In cases of financial emergency the District reserves the right to make necessary adjustments to the allotted dollar amount reserved for tuition reimbursement.

21.2.5 Allotted tuition reimbursement funds will be allocated until the funded amount is expended. The District will prioritize funding for Employees in a Human Resources-approved course of study.

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

21.3.1 Enroll in a graduate or post-graduate course for degree advancement or certification renewal that has been pre-approved by Human Resources. Undergraduate hours with prior approval from Human Resources may be considered.

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

21.3.3 Be employed full-time.

21.3.4 Provide Human Resources with an official transcript/grade report and paid receipt upon completion of the course.

21.4 Employees who meet the requirements and anticipate receiving reimbursement must submit an application to Human Resources. Human Resources makes the final determination regarding reimbursements. If approval is denied, the employee shall receive in writing the reason for the denial.

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

ARTICLE 22

INSURANCE AND FRINGE BENEFITS

22.1 Article 22 applies to full time Employees only.

22.2 The Board shall pay the Employee costs of the insurance premiums for individual coverage for Board-specified Group Health/Medical Insurance and Group Family Dental Insurance. New employees shall have a forty-two (42) day waiting period for effective date of insurance for Employee and/or dependent(s).

22.3 The Board shall pay the employer costs of the insurance premiums for Board specified Group Long Term Disability Insurance.

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

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

22.6 The Board shall provide an IRS Section 125 Plan for those Employees who make health insurance contributions and for qualified medical, child and dependent care expenses.

22.7 It is the intent of the District to maintain the coverage standards and specifications for current Board specified Group Health/Medical Insurance, Group Family Dental Insurance, Group Life Insurance, and Group Long Term Disability Insurance. In the event the Board contemplates a change in benefits that will reduce coverage, the District will notify the Association and discuss alternatives prior to implementing any changes in coverage.

ARTICLE 23

PAID ABSENCES

23.1 At the beginning of each work year, each Employee under a ten (10) month contract shall be credited with an advanced sick leave allowance of thirteen (13) days with full pay. These days may be used for absence caused by personal illness, injury, poor health, pregnancy, recovery from pregnancy, adoption or for absence caused by illness or injury of others for whom responsible. Up to four (4) days of sick leave allowance may be used for personal leave in any one year. Part-time Employees' paid absences will be pro-rated based on the percentage of time for which they are employed.

23.2 Employees are expected to use sick leave for its intended purpose.

23.3 General Provisions

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

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

23.3.3 On a semi-monthly basis the District will provide each Employee an accounting of absences and balances via Employee paychecks. The accounting received on the last working day of each month reflects the period from the first (1st) through the fifteenth (15th) day of the month. The accounting received on the fifteenth (15th) of each month reflects the period from the sixteenth (16th) through the last day of the previous month.

23.3.4 Upon retirement from the District, up to one hundred and eighty (180) days of an Employee's accumulated sick leave will be credited at a total cost to the District of seventy (\$70.00) dollars per day. Employees who have accumulated in excess of one hundred and eighty (180) days of sick leave on June 30, 2004 may be credited for accumulated sick leave that is greater than (180) days upon retirement. The sick leave amount credited for compensation upon retirement may not exceed their accumulated total as of June 30, 2004. Prior to retiring the Employee shall advise the District in writing of his/her irrevocable option to be paid the accumulated sick leave in a lump sum at the appropriate rate or to have the accumulated sick leave applied to the payment of medical insurance premiums. Payment of medical insurance premiums will continue until the credited formula amount is exhausted or until the Employee's death, whichever occurs first. In order to prove retired status, written evidence must be supplied from the appropriate retirement system, indicating that the individual is receiving retirement benefits.

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

23.4 Absences Due to Sickness

23.4.1 The District and the Association recognize that Employee requirements regarding absence reporting may be different based on assignment. An Employee must contact individuals/schools regarding absence as directed by his/her immediate supervisor (not to exceed four phone calls). Employees must contact his/her immediate supervisor regarding absence no later than one hour prior to the beginning of the workday. In cases where this is not possible, the absence should be reported to his/her supervisor as soon as possible.

23.4.2 Employees who are sick and unable to work in excess of five (5) consecutive days per occurrence are required to provide a physician's statement indicating inability to work unless the absence is covered by the District's Family and Medical Leave Act Policy. The statement is to be received in the Human Resource Division by the sixth (6th) day of absence and will address the reason for the consecutive days of sick leave. A statement of fitness to return to work will be required before the Employee may return to work.

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

23.4.4 If eligible for FMLA Leave, the Employee's paid absences shall be part of and shall be concurrent with the Employee's FMLA Leave. An Employee may continue to use accrued sick leave after exhausting FMLA Leave upon receipt of continuing medical certification of the Employee's inability to return to duty. A statement of fitness to return to work is required and must be submitted to the Human Resource Division either prior to or on the day of return.

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

23.4.6 Medical information must be from a practicing medical doctor or a doctor of osteopathic medicine.

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

23.4.8 Any Employee who has perfect attendance, which is defined as not using more than two (2) personal days or any sick leave during a given school year will receive an annual payment of two hundred dollars (\$200) by the June 30th pay period. Use of bereavement days will not be counted as an interruption of perfect attendance.

23.5 Personal Absence

23.5.1 Up to four (4) days of sick leave may be used for personal leave in any one year. Personal leave shall be defined as any business that cannot be conducted at a time not in conflict with the Employee's regular workdays, or an emergency over which an Employee has no control and which requires immediate attention.

23.5.2 Except in cases of emergency, two (2) days advance notice to the Employee's immediate supervisor is required for the Employee to take personal time. No explanation as to the purpose of such leave shall be required.

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

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

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

ARTICLE 24

NON-PAID ABSENCES

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

24.2 General Provisions

24.2.1 An Employee may receive/request up to one academic year of non-paid absence.

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

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

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

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

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

24.3 Non-Paid Sick Absence

24.3.1 An Employee will be placed on non-paid FMLA leave status when accumulated sick and personal time is exhausted and may maintain this status for the duration of the approved FMLA leave. An Employee will be placed on non-paid sick status when accumulated sick and personal time and concurrent FMLA leave, if eligible, is exhausted and may maintain this status for the duration of the current academic year provided proper medical information is submitted to the Human Resource Division.

24.3.2 All insurance benefits paid by the Board shall continue during the period of non-paid disability leave up to a maximum of twelve (12) calendar months. Thereafter,

the Employee may continue insurance coverage for the duration of the approved leave by paying premiums in accordance with District procedures.

24.3.3 A physician's statement of fitness to return to work is required and must be submitted to the Human Resource Division either prior to or on the day of return.

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

24.3.5 Medical information must be from a practicing medical doctor or a doctor of osteopathic medicine.

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

24.3.7 An Employee currently on non-paid, non-FMLA sick absence may present a written request with proper medical information to the Board requesting up to one additional academic year of non-paid, non-FMLA sick absence.

24.4 Child-rearing Leave

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

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

24.4.3 The leave will be limited to a maximum of one academic year.

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

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

24.4.6 All benefits paid by the Board shall cease during the period of non-FMLA child rearing. The Employee may continue insurance coverage on a monthly basis by paying premiums in accordance with payroll procedure. The District will continue insurance coverage for Employees in accordance with provisions of the Family and Medical Leave Act, the duration of which could vary based upon unused balance of leave to which the Employee is entitled under the Act.

24.4.7 On return to active employment the Employee shall be credited with previously accrued sick time. Sick time for the current year will be prorated if the Employee does

not return at the beginning of the year.

24.5 Education Leave:

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

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

24.5.3 The leave will be limited to a maximum of one academic year.

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

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

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

24.6 Other Reasons at the Discretion of the Board

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

24.6.2 A tenured Employee or an Employee with more than five (5) consecutive years full time service who requires more than one academic year of leave may present the request in writing to the Board. The Board will consider the request on an individual basis.

ARTICLE 25

OTHER LEAVE PROVISIONS

25.1 Bereavement

25.1.1 Up to three (3) days of bereavement leave will be granted to Employees for deaths of family members. Family members shall include parents, parents-in-law, brothers, sisters, spouse, children, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, grandparents, grandparents-in-law, and grandchildren, or anyone else for whom the Employee is responsible. Part-time Employee's bereavement leave will be paid on a pro-rated basis. Nothing contained herein shall be construed as precluding the Employee from using accrued sick leave for additional bereavement.

25.2 Jury Duty/Legal Leave

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

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

25.3 Military Leave

25.3.1 All District Employees are entitled to leave of absence from their respective duties without loss of time, pay, regular absence provisions, impairment of evaluation rating, or any other rights or benefits to which otherwise entitled as stipulated by State and Federal Law, for military services during which they are engaged in the performance of duty or training in the service of the State or of the United States under competent order, for a period not to exceed a total of fifteen (15) calendar days in one calendar year.

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

25.3.3 Following such leave, the Employee will be reinstated to the same or an equivalent position provided that:

1. The District is notified of the Employee's desire to return by March 15 of the year immediately preceding the school year of availability;
2. Such notification is given to the District not later than ninety (90) days following military release, or following hospitalization for a period of not more than one (1) year after military release.

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

25.3.5 Military leave shall not:

1. Cause loss of previously accumulated sick leave;
2. Cause loss of permanent Teacher status;
3. Constitute a break in consecutive years of employment for purpose of obtaining permanent Teacher status, but the time spent on military leave shall not count toward tenure.

25.4 Sabbatical Leave

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

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

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

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

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

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

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

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

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

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

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

1. The Employee shall reimburse the District any and/or all salary received during sabbatical leave in the amount to be pro-rated on the basis of the Employee's two-year service obligation, and the actual service rendered to the District upon return from sabbatical leave. Should said Employee not return to active employment all salary shall be reimbursed immediately.
2. The Employee shall forfeit all accrued leave benefits and all other benefits of employment.
3. The Employee's obligation to the District shall be waived in cases where the Employee is unable to return to active employment due to injury, illness, or other disability or death of the Employee.

ARTICLE 26

SENIORITY

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

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

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

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

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

ARTICLE 27

PROFESSIONAL DEVELOPMENT

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

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

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

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

ARTICLE 28

ASSIGNMENTS AND TRANSFERS

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

28.2 Annual Assigned Positions

28.2.1 The immediate supervisor will assign positions of teacher staff based upon program need, and certification. A change in an Employee's assigned building will be discussed with the Employee.

28.3 Voluntary Transfer

28.3.1 The transfer process is designed to facilitate the movement of staff in a positive and efficient manner. Voluntary transfer is defined as a change in assigned position as requested by the Employee. All vacancies that have not been filled prior to March 1 will be included in a March transfer opportunity. Vacancies created from the March transfer, new positions that have been approved by the Board prior to May 1 and resignations/retirements that that have been Board approved prior to May 1 will be included in a May transfer opportunity. The District may fill positions between the March and May transfer opportunities that have been posted.

28.3.2 Employees returning from an approved leave of absence exceeding sixty (60) work days will be assigned to a vacant position available at the time of their return, provided certification requirements are met.

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

28.3.4 Part-time Employees wishing to transfer to full-time positions must submit a letter of intent to Human Resources by February 1.

28.3.5 All transfers will occur at the onset of the following school year.

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

28.4 Vacancy Posting

28.4.1 All vacancies that have not been filled prior to the March and May transfers shall be posted as follows: Vacancies shall be defined and posted. A copy of the vacancies will be available in Human Resources, on the SSD Job Line and the District buildings one (1) week prior to each transfer. A copy will also be provided to the

Association. Positions that the District wishes to fill between the March and May transfer opportunities will be posted on SSD's Job Line for one week.

28.5 Voluntary Transfer Process

28.5.1 A Transfer opportunity will be held in March and May. The District may post positions that it wishes to fill between the March and May opportunities. Through the transfer opportunities and the above-mentioned District postings Employees can explore job vacancies and submit requests for positions. Upon submission of requests, participants may be interviewed by SSD administration. Component district administrators may participate in the interview.

28.5.2 Probationary Employees may request a voluntary transfer during their second year of employment or after. All permanent Employees are eligible to request a transfer according to the following guidelines:

1. Employee's certification and skills
2. Performance Based Evaluation Data

28.5.3 Staff who meet guideline requirements may submit transfer requests for up to five (5) positions at the March and May transfer opportunities. Transfer requests will be submitted to the supervisor. If more than five (5) Employees submit a request for a position, the three (3) most senior Employees must be interviewed. Administrators may choose to interview other staff in addition to the three (3) most senior staff. Component district administrators may be included during the interview. Positions that the District wishes to fill between the March and May transfer opportunities will be posted on SSD's Job Line for one (1) week. If two (2) or more Employees request an interview for a posted position, the two (2) most senior candidates must be interviewed. In addition to the two (2) most senior candidates, the District may interview additional internal/external candidates at its discretion.

28.5.4 All interviews must be completed within three (3) calendar weeks immediately following the March and May transfers. Interviews for mid-transfer opportunity postings noted in 28.5.4 will be completed within three (3) weeks of the posted position's closing date. If a candidate is chosen, they will be notified by Human Resources in writing that the requested transfer has been granted effective the following school year.

28.5.5 If the District chooses to open a vacant position that has not previously been through the transfer process to current Employees after the May transfer, the position will be posted on the SSD job line for at least one week before closing.

28.6 Involuntary Transfer Process

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

28.6.2 When an involuntary transfer is needed, the District will determine the involuntary transfer based on certification, program need, Employee volunteers and

reversed District seniority.

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

ARTICLE 29

REDUCTION IN FORCE

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

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

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

1. Part-time probationary teachers/employees
2. Full-time probationary teachers/employees
3. Permanent teachers/employees

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

29.4 Employees who are not eligible for tenure shall be laid off (placed on unrequested leave of absence) on the basis of seniority. Permanent Employees shall be retained on the basis of performance-based evaluations and seniority (however, seniority shall not be controlling) within the field of specialization.

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

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

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

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

29.9 A teacher placed on unrequested leave of absence may engage in teaching or another occupation during period of such leave.

29.10 The unrequested leave of absence shall not impair the tenure of the teacher.

29.11 The unrequested leave of absence shall not impair the seniority of the teacher.

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

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

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

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

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

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

ARTICLE 30

DURATION

- 30.1 The term of this Resolution's language shall be from July 1, 2004, until June 30, 2006.
- 30.2 The term of this Resolution for salary shall be from July 1, 2004 until June 30, 2005.

ARTICLE 31

COMPLETE DISCUSSIONS

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

31.2 This Joint Resolution may be amended or supplemented by the Board of Education or other legislative body at any time with notice to the Association. Upon the request of the Association, the District will meet and confer regarding any changes to this Joint Resolution. All terms and conditions of employment not covered by this Joint Resolution shall continue to be subject to the Special School District's direction and control and shall not be the subject of discussions until the commencement of discussions for a successor to this Joint Resolution.

**Special School District of St. Louis County
Teacher Level Salary Schedule
School Year 2004 – 2005**

Step	BS 2-yr Voc Cert	BS+20 5-yr Voc Cert	OTD/DPT with 35 hrs. MA Cert +10 hrs.	OTD/DPT/with 180 hrs. MA w/180 hrs. MA + 15 hrs./ 5-yr Voc Cert +25 hrs.	OTD/DPT/180 +15 hrs. MA/180 + 15 hrs. MA + 30 Hrs/5-yr Voc Cert + 40 hrs.
1	33,400	35,070	36,824	38,665	40,598
2	34,335	36,052	37,891	39,786	41,816
3	35,297	37,061	38,990	40,940	43,070
4	36,285	38,099	40,121	42,127	44,362
5	37,301	39,166	41,284	43,349	45,693
6	38,345	40,263	42,482	44,606	47,064
7	39,419	41,350	43,714	45,944	48,476
8	40,444	42,466	44,981	47,322	49,930
9	*41,415	43,528	46,286	48,742	51,428
10	42,326	44,572	47,674	50,204	52,971
11	43,299	**45,642	49,105	51,710	54,560
12	44,078	46,601	50,578	53,262	56,197
13	44,740	47,533	52,095	54,859	57,883
14	45,366	48,436	53,658	56,505	59,619
15	46,001	49,308	55,268	58,200	61,408
16	---	50,195	56,926	59,946	63,250
17	---	---	58,634	61,745	65,148
18	---	---	---	63,597	67,102
19	---	---	---	65,505	69,115
20	---	---	---	---	71,189

Note: An additional adjustment of \$2,500 will be added to the appropriate step on the MA+30 Pay Column for a PhD/EDD.

*Only Employees placed beyond Step 9 of Channel 1 for 2004-2005 and subsequent years shall advance beyond Step 9 of Channel 1

**Only Employees placed beyond Step 11 of Channel 2 for 2004-2005 and subsequent years shall advance beyond Step 11 of Channel 2.