

Joint Resolution

of

**The Special School District
Board of Education**

and the

**Special District Visual
Language Specialists
(SDVLS)**

2021-2023

Language and Salary

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MISSION STATEMENT

The Special School District Board of Education (Board of Education) and the Special District Visual Language Specialists (SDVLS) declare their intent to cooperate in their common aims to achieve the mission of the Special School District of St. Louis County:

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

ARTICLE 1

INTRODUCTION

The following articles have been agreed upon between the duly designated representatives of the Board of Education of the Special School District of St. Louis County and representatives of the Special District Visual Language Specialists (SDVLS), 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 May 25, 2021 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

ASSOCIATION REPRESENTATIVES

Date of Signing

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 subsection 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, Special District Visual Language Specialists shall be recognized as the exclusive bargaining representative for said unit.

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

2.3 The bargaining unit to which this Resolution is applicable is as follows: All visual language specialists: interpreters and speech to text captionists who are compensated according to the attached hourly rate schedule, but excluding supervisors, teachers, bus drivers, and all other employees of the Special School District.

2.4 The term “Employee” when used hereinafter in this Resolution shall refer to all regularly employed unit Employees as defined in subsection 2.3. above.

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 Visual Language Specialists (“SDVLS”).

2.8 The term “Superintendent” shall refer to the Superintendent of Schools of the Special School District of St. Louis County.

2.9 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.

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

2.11 Each employee shall be provided with a copy of the relevant Job Description upon employment.

ARTICLE 3

STATUS OF THE RESOLUTION

3.1 The Board, whose authority is strictly defined and delineated by statute, 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, and determining policies for the District.

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

3.3 This Resolution sets forth terms and conditions of employment of all Employees.

3.4 The District shall post the Joint Resolution on the District's intranet site and provide the Association with an electronic copy of the Resolution. Amendments shall be posted on the District's intranet site within one month after approval by the Board. The District will provide a copy of the Joint Resolution to special education contacts in all partner districts and SSD schools / worksites. New Employees will be given a copy of the Joint Resolution at orientation.

ARTICLE 4

CONFORMITY TO LAW

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

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

4.3 Both parties to this Joint Resolution will follow the Americans with Disabilities Act (ADA) mandates and continue to support the concepts incorporated in the act.

ARTICLE 5

RIGHTS OF THE ASSOCIATION

5.1 In a timely fashion, 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: annual financial reports and audits, annual 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 At Step I of the grievance procedure, Association representatives specifically designated by the Association may meet with appropriate supervisor(s) to consider grievances without loss of pay for time rendered, provided that these procedures do not disrupt the delivery of instructional services. The Association bargaining team members shall not suffer loss of pay while attending sessions with District representatives, provided such sessions are jointly scheduled, and the number of team members does not exceed six (6).

5.3 Representatives and/or building representatives of the Association shall be permitted to transact official Association business on school property at reasonable times with reasonable notice, provided that the transaction of said business does not disrupt the delivery of instructional services. The principal's office or appropriate District official shall be notified prior to any Association business being conducted on District property. The principal or District official can deny any request per the guidelines mentioned above. The Association will provide five (5) copies of any newsletter published by the Association or post publications on its website.

5.4 The Association acknowledges that the District owns and is therefore responsible for all copiers, communications equipment/services, and audio/visual equipment in District Buildings. Therefore, the District grants the Association permission to use said equipment/facilities 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 District 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/District procedures regarding appropriate use of said facilities and 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 Association representatives in collaboration with the designated Special Education School Administrator will mutually agree upon a location to post notices. Said notices will be preapproved by the designated Special Education School Administrator.

5.6 The Association may request the names, addresses, job assignments and work locations of all Employees one (1) time per semester or a total of two (2) times per year. The Association must request the roster information for first semester between October 1st and October 15th. The Association request for 2nd semester must be made between February 1st and February 15th.

5.7 After appropriate action by the Board, the District will provide the Association with a list of all newly hired Employees and their assignment; Employees who have resigned or have been terminated; and Employees on long-term leave of absence.

5.8 If possible, the District will provide the Association with calendar information for partner districts on or before August 1st of each school year.

ARTICLE 6

PAYROLL DEDUCTION

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

6.1.1 Any Employee may make an assignment authorizing deduction of membership dues, voluntary contributions and assessments. Those shall be delivered by the Association to the District payroll department.

6.1.2 The authorization for payroll deduction must be delivered to the Payroll Department no later than the first (1st) day of the pay period for which deduction is to be made.

6.1.3 Authorization for dues deduction shall continue in effect from year to year unless revoked in writing by notice to the Association between August 1st and August 31st, except in cases of termination or resignation from the District.

6.1.4 Pursuant to said authorization, the District shall deduct one eighteenth (1/18) of such dues from the salary check of the Employee each pay period for (9) months, beginning in October and ending in June of each year.

6.1.5 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.

6.1.6 On or before September 1 of each year the Association shall certify to the payroll Department the estimated total amount of dues for the ensuing year.

6.1.7 The Association shall give the payroll department a list of employees for whom dues are to be deducted no later than August 15th annually. The Association agrees to hold the District and the Board harmless for any damages arising out of any legal action by and Employee contesting any application of this policy and/or procedure. 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.

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

6.1.9 If the Association, or any of its officers, authorize, lead or participate in any job action, withholding services or disruption of services against the District, the deduction of dues for the members of the Association will cease immediately for a period of time to be determined by the Board.

6.1.10 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

ARTICLE 7

EMPLOYMENT PROCEDURES

7.1 The seniority of Employees who are full-time or partial full-time equivalency (FTE) shall be established as of the first full-time contracted employment date in the District. An Employee on authorized 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.

7.2 Employees who resign and are later re-employed shall accrue seniority from the most recent date of re-employment. Employees who move from a full-time or partial FTE position to a part-time hourly position do not accrue seniority during the period of part-time hourly employment, but shall retain any accrued seniority during any period of full-time or partial FTE employment, provided there has been no interruption in continuous employment.

7.3 In any situation where two (2) or more Employees have the same seniority, a tie will be broken by use of a lottery in the presence of an Association representative.

ARTICLE 8

RESIGNATION OF EMPLOYEES

8.1 An Employee who is resigning shall give no less than two (2) weeks' notice, unless there is an emergency situation.

ARTICLE 9

DUE PROCESS

9.1 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 and the invited participants. 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. The Employee may make a written request for the specific reason for the District's decision.

9.2 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 9.1 does not apply when an administrator meets with an Employee to gather factual information relating to a situation or event.

9.3 The District agrees to follow a policy of progressive discipline which minimally includes verbal warning reduced to writing, 1st written warning, 2nd written warning with possible suspension, and discharge. Suspension resulting from progressive may be without pay. Progressive discipline warnings shall generally remain in effect for no more than one (1) year. The District may discipline any employee without utilizing progressive discipline in the event of serious violations of Board Policy/Regulations and/or when District operations / health and safety of any employee/student may be affected. Employees shall receive a copy of any progressive discipline warning. The Employee may make written comments on the District's progressive discipline form or submit a written statement to be attached to the District's form. The supervisor, at his or her discretion, may allow an Association Representative to attend a progressive discipline meeting.

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

9.5 Any suspension of an employee shall be with pay pending Board action, except as outlined in Article 9.3.

ARTICLE 10

PERSONNEL RECORDS

10.1 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 personnel file may be an electronic file. This file will be considered confidential information and will only be available to authorized administrative personnel and to the Employee. Upon request to and in the presence of the appropriate administrative official, any Employee will have the right, during regular working hours, to inspect his/her own personnel file with the exception of the confidential section. The confidential section includes, but is not limited to: pre-employment records and information obtained during personnel investigations.

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

10.3 Information of a derogatory nature will not be entered or filed in the Employee's personnel file until the Employee is given a copy of the 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.

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

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

1. Application of Employment
2. Copy of current Certification and/or current license
3. Official college transcripts/grade reports
4. I-9 Form (Federal Form to show eligibility for employment)
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. Drug Free Workplace
13. Department of Children and Family Services Report (new employees only).

10.6 The personnel records of all Employees shall be confidential. Except as provided in subsections 10.1 and 10.2 above, 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.

10.7 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 11

EMPLOYEE EVALUATION

11.1 All evaluations will be performed in accordance with the approved guidelines for Performance Based Visual Language Specialist evaluations. The Employee's evaluation shall be based on his/her work assignment and upon the performance criteria set forth in the District's Performance Based Evaluation (PBE). The PBE Guidelines will be available in Human Resources and posted on the District's intranet site.

In the event that an Employee's expressive and/or receptive interpretation skills are in question, an administrator or a District-approved consultant that is certified and licensed in interpretation may get involved to provide feedback on the Employee's technical proficiency.

11.2 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. The Association will recommend Committee members for appointment to the PBE Development Committee. The Association will also make recommendations regarding the PBE process to the Superintendent.

11.3 Visual Language Specialist will be evaluated by their supervising administrator with input from collaborating teacher. Except as defined in 11.2.

ARTICLE 12

STAFF PROTECTION

12.1 The District agrees to provide Employees with liability insurance in accordance with Board policy. The Board may amend the policy at any time. The Association will be provided an opportunity for input prior to any change being made but the Board has unilateral authority to amend or modify policy.

12.2 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 or the day on which the injury occurred and the next two (2) days of absence preceding the effective date of Worker's Compensation. Any money received from Worker's Compensation for those three days shall be reimbursed to the District by the Employee.

12.3 Any employee who sustains damage to personal property as a result of a student physical action while performing official District responsibilities may apply for reimbursement for the damages. Any employee who believes that he/she has sustained damage to a 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 as to whether the damage is reimbursable.

12.4 The District shall inform all employees in a school building or such other District facility where employees work, who need to know of the presence of any carrier of an infectious disease as stipulated in Board Policy. The Board may amend the policy at any time. The Association will be provided an opportunity for input prior to any change being made but the Board has unilateral authority to amend or modify policy.

12.5 When infectious diseases are known to be present, employees will be notified as required by law and the District will take appropriate steps to protect the Employees in consultation with community medical resources. The District reserves the right to determine which Employees are at risk and which employees are at risk and which immunizations will be provided, and who will provide the immunizations within the policies, procedures, and guidelines of the Special School District.

12.6 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 provided training. The Special School District Health Services training form shall be completed for all Employees whose duties and responsibilities include performing medically related procedures.

12.7 At each SSD School, emergency procedures will be distributed to employees at the site.

12.8 The District at its discretion will solicit participation from the Association for committees. The Association may request District participation for committees.

ARTICLE 13

ASSIGNMENTS AND TRANSFERS

13.1 General Provisions:

13.1.1 The District embraces the philosophy that staff assignments and transfers are effective vehicles to enhance the strength of the school system and the professional growth of the Employee.

13.1.2 The assignment and the transfer process should enable the Employee to be employed in a position that:

1. Provides appropriate educational services for students;
2. Considers the Employee's skills, training, strengths and interests.

13.2.1 Annual Assigned Positions

13.2.1.1 The immediate supervising administrator will assign Employees in this bargaining unit based upon program need and student need. An immediate change in an Employee's assigned building will be discussed with the Employee. If possible, the supervising administrator will notify an Employee of a change in building assignment for the next school year prior to the end of the current school year.

13.2.1.2 Employees returning from an approved leave of absence exceeding sixty (60) workdays will be assigned to a vacant position available at the time of their return provided certification/licensure and specialized skill requirements are met.

13.2.1.3 No visual language specialist shall perform health related procedures and/or specialized behavior interventions without related training.

13.3 Voluntary Transfer

13.3.1 The transfer process is designed to facilitate the movement of certified/licensed staff in a positive and efficient manner. For purpose of this section, transfer is defined as a change in an assigned position as requested by the Employee, different from the Employee's annual assignment.

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

13.3.3 Part-time Employees wishing to transfer to full-time positions must submit an application through the District's online application system by October 1.

13.3.4 All transfers will occur at the onset of the following school year. Any change in building after an Employee's voluntary transfer has been granted shall be considered an involuntary transfer.

13.3.5 Employees granted voluntary transfer will remain in their new assignment for one (1) school year.

13.3.6 Employees may request a voluntary transfer during their second year of employment or after. Eligible Employees may request a transfer according to the following guidelines:

1. Provides appropriate educational services for students.
2. Considers the Employee's skills, training, strengths, and interests.
3. Performance based evaluation data.
4. Additional references of their choosing, if provided.

13.3.7 Employees on leave of absence may participate in the transfer fair if they are in their second year of employment or after.

13.4 Voluntary Transfer Process

13.4.1 All vacancies that are effective the following school year (resignations, retirements, Board-approved non-renewals, and new Board-approved positions) received from July 1 through April 30 will be posted during the transfer fair one (1) time. The District may consider including assignments that are filled by itinerant staff.

The monthly transfer fairs will begin in February and end in May. The District will advertise vacancies one (1) week prior to each transfer fair on the District's intranet website. Positions will be posted for three (3) days on the District's online application system. For the months of February and March, the transfer fair positions will be posted via the District's online application system on the first Monday, Tuesday and Wednesday of the month. For the months of April and May, the transfer fair positions will be posted via the District's online application system on the third Monday, Tuesday and Wednesday of the month.

Upon submission of requests, participants may be interviewed by SSD administration. Partner district administrators may participate in the interview. The District may utilize a

reference report for Employees that are interested in a voluntary transfer. In addition to providing the current supervising administrator's information, Employees may submit additional references of their choosing. Reference reports will be destroyed after completion of the transfer opportunities.

13.4.2 Eligible Employees may request up to eight (8) voluntary transfers per school year during their second year of employment or after according to the following guidelines:

1. Provides appropriate educational services for students.
2. Considers the Employee's skills, training, strengths, and interests.
3. Performance based evaluation data.
4. Additional references of their choosing, if provided.

Transfer requests in excess of eight (8) voluntary transfers per school year will not be considered.

The two (2) most senior Employees who requests a voluntary transfer will be offered an interview. While at minimum, the two (2) most senior Employees must be granted an interview, administrators will consider all applicants.

13.4.3 Prior to the next posting period, interviews will be completed. All candidates who submitted applications will be notified in writing or e-mail regarding the final status of their transfer request by Human Resources.

Upon extension of offer through the transfer fair, a candidate must accept or decline within three (3) calendar days. Once an Employee accepts an offer via the transfer fair, he/she is ineligible to accept any future offers extended through that year's transfer fairs.

13.4.4 An Employee may submit a written request for administrative reassignment. Said request must include the reason and be submitted to Chief Human Resources Officer. The District will have discretion in granting or denying any such request. The Employee may refuse the District's re-assignment offer and remain in his/her current assignment.

13.4.5 The Chief Human Resources Officer or designee may allow Employees to use release time to interview for a position through transfer on a case-by-case basis. Requests for release time must be submitted in writing to the Chief Human Resources Officer immediately following the transfer opportunity.

13.4.6 If the District chooses to open a vacant position that has previously been through the transfer process to current Employees the position will be posted for at least one (1) week before closing.

13.4.7 The District will not consider transfer requests from employees who fail to follow

transfer process directions.

13.5 Involuntary Transfer Process

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

13.5.2 When an involuntary transfer is needed, the District will determine the involuntary transfer based on the following sequential order: certification, program need, Employee volunteers and reversed District seniority.

13.5.3 Where there are no volunteers, such transfers shall be made on the basis of reversed District seniority unless program need requires training and/or certification/licensure for an identified student population.

13.5.4 An involuntary transfer shall be made only after consultation between the Employee involved and the immediate supervising administrator, at which time the Employee shall be notified of the involuntary transfer. The reason for the involuntary transfer will be provided in writing. An Employee may request a meeting with his/her immediate supervising administrator to discuss significant changes to his/her assigned duties.

13.6 Program Relocation Process

13.6.1 If an entire program relocates from a partner district or building, the Employees who are currently assigned to the program will relocate to the new location whenever possible.

13.6.2 Staff will be reassigned to meet student and program needs first. If the District determines certification and qualifications are equal, staff will be assigned by District seniority. Staff without an assignment will be assigned to a vacant position.

13.7 Displacement Process

13.7.1 The displacement process is designed to assign staff after their current assignment has been eliminated due to student graduation, relocation or District reorganization.

13.7.2 The District will maintain a list of all eligible vacancies that are available the following school year due to: resignations, retirements, Board-approved non-renewals, and new Board positions. The District will review the vacancy list and determine staff assignments. If an assignment is not available, the Employee will be assigned as an itinerant. Employees may view the vacancy list and request a different assignment prior to the end of their school year. A request for reassignment can be made one (1) time per

school year. The District will review said request and determine if the request will be granted. If more than one (1) employee requests the same position, the District will review: student need, experience, certification level, training, and any other factors pertinent to the assignment. If all factors considered are equal then the most senior employee will be granted the assignment. The assignment decision is at the discretion of the District.

ARTICLE 14

HOURS OF WORK

14.1 All non-itinerant 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. Employees shall be paid for the hours that they work according to the District's payroll calendar. A standard workday for Employees will be seven and one-half (7-1/2) hours. All Employees covered by this Joint Resolution shall be paid one and one-half (1-1/2) times their hourly rate of pay for all authorized overtime hours worked in excess of forty (40) hours in a workweek. Hours of work between thirty seven and one-half (37-1/2) hours and forty (40) hours will be paid at the Employee's hourly rate. Prior approval from the Employee's supervising administrator to perform duties beyond the normal workday is necessary. The workweek will ordinarily be Monday through Friday. Itinerant Employees will be provided work schedule information each day or on an as needed basis.

14.1.1 Employees may be required to complete a modified workday if partner district building(s) exceed seven and one-half (7-1/2) hours. Representatives of the Association and affected staff may consult with District 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.

14.2 Staff meetings, whenever possible, will be held during the seven and one-half (7-1/2) hour workday. In cases where staff meetings cannot be reasonably scheduled during the workday, said meetings may be held outside the workday provided the following guidelines are followed:

14.2.1 In the event that a staff meeting is scheduled to be held outside of the workday, the supervising administrator will communicate accordingly with staff.

14.2.2 Employees may provide input regarding staff meeting schedules and topics.

14.2.3 Special School District administration and Employees recognize there may be times when partner districts may require all staff to attend in-service meetings held in the partner districts.

14.2.4 Except in cases of extenuating circumstances, Employees shall be provided at least one (1) week prior notice of scheduled staff meetings.

14.2.5 Employees will meet as a group for a minimum of three (3) hours of training at the beginning of the school year. The District will make every effort to schedule this group training session on a paid work day when students are not in attendance. If the Employee is not scheduled to work per his/her calendar grid on the designated training day, the Employee will be paid for the time to attend the training.

This training will be coordinated and attended by one (1), or more, of the Deaf or Hard of Hearing (DHH) Area Coordinators or a designee. Training topics will relate to the provision of quality services to students as well as best practices and updates in the field of educational interpreting. Topics and speakers for the beginning of the year training will be determined per the discretion of the DHH Area Coordinators.

14.3 The District will provide a thirty (30) minute duty-free lunch period daily. Emergency situations may also require other lunch period duties.

14.4 Employees who are assigned to more than one (1) school building or who otherwise must travel pursuant to the performance of their assigned duties shall be provided reasonable travel time. Said travel time shall be additional to their duty-free lunch and preparation periods as defined in 14.7.

14.5 If Employees assigned to SSD schools and worksites are unable to work a full day because their school is closed due to inclement weather or mechanical breakdown of building equipment, the following guidelines apply:

1. The District will reschedule an adequate number of student attendance days to meet state attendance requirements during the remaining school year
2. The District will allow Employees to utilize paid leave days in lieu of missed inclement weather days
 - a. Said paid leave day(s) must be requested within twenty-four (24) hours of the inclement weather closing but may not result in the Employee being paid for more days than were originally scheduled on his/her calendar grid
3. Employees that do not request paid leave day(s) will not be paid if their worksite closes for an entire workday
4. Employees that have a previously scheduled absence on a day that is cancelled because of inclement weather or a mechanical building failure will have their requested time reinstated by the District

Article 14.5 does not apply to Employees who are on a District-approved leave of absence.

14.6 If Employees assigned to partner district schools and worksites are unable to work a full day because their school is closed due to inclement weather or mechanical breakdown of building equipment, the following guidelines apply:

1. The District will notify Employees of their required make-up days due to inclement weather closing
2. The District will allow Employees to utilize paid leave days in lieu of missed inclement weather days
 - a. Said paid leave day(s) must be requested within twenty-four (24) hours of the inclement weather closing
3. Employees that do not request paid leave day(s) will not be paid if their worksite closes for an entire workday
4. Employees that have a previously scheduled absence on a day that is cancelled because of inclement weather or a mechanical building failure will have their requested time reinstated by the District

Article 14.6 does not apply to Employees who are on a District-approved leave of absence.

14.6 Employees will not suffer a loss of regular pay if their work site closes early or has a late start because of inclement weather or other reasons.

14.7 Visual Language Specialists shall receive a forty-five (45) minute preparation period daily. Visual Language Specialists that are assigned duties that they feel require additional preparation time may request said time from their supervising administrator. The preparation time will be authorized or denied by the supervising administrator in a timely manner. The scheduling of the preparation period will be determined by the Employee/student schedule. If a Visual Language Specialist is assigned a schedule that includes (but is not limited to) college prep classes, honors classes, and/or advanced curriculum, the Vision Language Specialist may request consideration for additional preparation time from the supervising administrator by completing the proper forms and providing the necessary documentation. The supervising administrator will respond to the request.

14.8 On days when assigned students are not in attendance and it is a normal workday, Visual Language Specialists are expected to report within one (1) hour after the start of the normal school day to their supervising administrator or designee for reassignment to provide services where needed.

14.9 All Employees will be required to use the District's time and attendance system to clock in and out as well as to request time off. Instructions on how to utilize the time and attendance system will be provided to all Employees.

ARTICLE 15

HOLIDAYS/SCHOOL CALENDAR

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

1. January 1 (Paid)
2. Martin Luther King Day (Paid)
3. President's Day (Paid)
4. Memorial Day (Paid)
5. Independence Day (Non-paid)
6. Labor Day (Non-paid)
7. Thanksgiving Day (Paid)
8. Day after Thanksgiving Day (Non-paid)
9. December 24 (Paid)
10. December 25 (Paid)
11. December 26 (Paid)
12. December 31 (Paid)
13. A total of two (2) Emergency Closure days to be utilized when an Employee's assigned school district is closed for the entire day.

15.1.1 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.

15.2 Employees who follow Special School District's calendar and are required to work when school is in session on one of the above described paid or non-paid holidays shall receive additional pay equal to their regular daily rate of pay.

15.3 The school calendar adopted by the Board establishes the term (number of employment days) of the school year and identifies the number of days staff are required 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. The number of workdays for visual language specialists indicated on the calendar may be less than the number of teacher workdays. Any difference in workdays that is in excess of two (2) days will be discussed with the Association prior to implementation. Employees assigned to work in school buildings owned and/or operated by other St. Louis County school districts will be provided information identifying the days they are required to work. Employees assigned to partner district schools will report to work on the days required by their calendar grid. If possible, staff who work fewer days because of an involuntary transfer will be given an opportunity to make-up lost hours.

15.4 If possible, by July first (1), the Regional Director will notify Employees assigned to a partner district of their work calendar for the next school year.

15.5 The District will furnish completed calendar grids to the Association by July first (1) of each year.

15.6 When the State National Education Association (NEA) meeting is held in St. Louis, Special School District classes will not be in session. However, since this is a workday, Employees are expected to attend the State meeting or report to their assigned building or district-sponsored in-services/workshops. If requested, Employees must provide proof of attendance. Prior notice must be given to the supervisor if an Employee attends the local NEA conferences.

15.7 Prior to July first (1), an Employee who has been employed one-half (1/2) or more of the annual number of workdays for which the position is authorized during the school year shall receive payment for the emergency closure day(s) if his/her assigned district does not have an emergency closure.

ARTICLE 16

PAID TIME OFF (PTO)

16.1 At the beginning of each work year, each ten (10) month Employee, except Employees on a leave of absence, shall be credited with an advanced paid time off (PTO) allowance of thirteen (13) days with full pay. Employees that begin the school year on a non-paid leave of absence will be credited with their PTO bank upon return to work. These days may be used as needed by the Employee.

An Employee may utilize a maximum of five (5) consecutive PTO days in one occurrence. For planned PTO occurrences, the Employee will inform his/her supervising administrator accordingly, submit a time off request in the District's time and attendance system, and will follow established procedures to request a substitute.

Employees that start after the beginning of the school year will receive a prorated PTO allowance.

16.2 General Provisions

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

16.2.2 An Employee who is absent sixty (60) workdays or less will return to the same position. An Employee who is absent more than sixty (60) workdays may be placed in the

same, equivalent, or other position for which he/she is qualified.

16.2.3 Employees can view their PTO balance via the District's time and attendance system. Employees are expected to monitor the PTO hours noted in the District's time and attendance system. Any suspected discrepancy relating to PTO absences must be reported to the payroll department within thirty (30) days of the pay period when the discrepancy occurred. Failure to do so will result in a denial for any change requested.

16.2.4 Upon retirement from the District, up to one hundred and ninety-two (192) days of an Employee's accumulated PTO will be credited at a net cost to the District at the rate of eighty dollars (\$80.00) per day. Employees who have accumulated in excess of one hundred and ninety-two (192) days of PTO on June 30, 2004 may be credited for accumulated PTO that is greater than one hundred and ninety-two (192) days upon retirement. The PTO amount credited for compensation upon retirement may not exceed their accumulated total as of June 30, 2004. If possible, the District will make a lump sum payment for eligible PTO days on or before June 30 of each year for eligible retirees. In order to prove retired status, written evidence must be supplied from the appropriate retirement system, indicating that the individual is receiving retirement benefits.

16.2.5 If an Employee retires or resigns during the work year, the number of PTO days credited shall be prorated. PTO for the month shall be granted upon working one (1) complete pay period.

16.2.6 Except in cases of emergency, prior approval of the Employee's supervising administrator shall be required when the Employee's requested PTO falls on the first and last day of student attendance, the day before or after a holiday or break, or when PTO exceeds five (5) consecutive days. In such instances, a statement of the reason(s) for the PTO will be required.

16.2.7 A request for planned PTO may be denied when, in the opinion of the supervising administrator, such PTO would unduly disrupt the delivery of educational services.

16.2.8 PTO may not be combined with non-paid leave except when approved by the Superintendent or designee.

16.3 Communication and Submittal of PTO Requests

16.3.1 The District and the Association recognize that Employee requirements regarding the communication of an absence may be different based on assignment and/or location. An Employee must communicate an absence as directed by his/her immediate supervising administrator. Using the established procedure, Employees must contact his/her immediate supervising administrator regarding his/her absence no later than one (1) hour prior to the beginning of the work day. In emergency situations in which

this is not possible, the absence should be reported to his/her supervising administrator as soon as possible. Employees will be required to submit a time off request utilizing the District's time and attendance system. In addition, Employees will follow established procedures to request a substitute.

16.4 Physician's Statement/Medical Release for Consecutive PTO Use in Excess of Five (5) Days

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

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

16.5 PTO Usage During Family Medical Leave Act (FMLA) and District Medical Leave

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

16.5.2 The District shall apply all accrued PTO to an FMLA absence to the extent allowed by law and Board Policy. If an Employee exhausts FMLA leave, he/she may apply for a District medical leave, which requires written medical documentation to validate the Employee's inability to return to work. An Employee may continue to utilize accrued PTO while on an approved District medical leave. Details regarding District medical leave can be found in Article 18.

16.6 Return to Work from a FMLA or District Medical Leave

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

16.6.1 If the medical release restricts the essential duties performed by the Employee

in his/her job position as specified in the job description, action will be taken on a case-by-case basis and in accordance with the Americans with Disabilities Act (ADA).

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

16.7 Abuse of PTO

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

16.8 Perfect Attendance Bonus

16.8.1 Employees will have the opportunity to receive, at year-end, two hundred and fifty dollars (\$250) for each entire semester/half year of perfect attendance. Perfect attendance is defined as not having any absences, unexcused time, or tardiness during an entire semester/half year, which means no use of PTO days, no unexcused time, and no tardiness. The first entire semester/half of the school year will be from July 1 through December 31 and the second entire semester/half of the year will be designated from January 1 through June 30. The perfect attendance bonus, for both full semesters/half years, will be paid on the July 15 pay period. An Employee will not receive the perfect attendance bonus in the event he/she separates from the District prior to the end of the current school year. Use of bereavement, Jury Duty leave, leave for Court Subpoena, Crime Victim leave and/or Election leave will not be counted as an interruption of perfect attendance.

ARTICLE 17

DISABILITY LEAVE OF ABSENCE

17.1 Full-time Employees on disability leave shall not have their positions filled on a permanent basis, provided said disability does not exceed sixty (60) workdays of employment. In cases where the disability exceeds sixty (60) workdays the employee may be placed in the same, equivalent or other position for which the employee is qualified. However, should there be a reduction in force during the period of the employee's leave, the employee shall be subject to the Reduction in Force procedure of this Resolution.

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

17.3 An Employee must submit to the Human Resources Division a fitness-for-duty certification completed by a health care provider, as that a term is defined in 29 CFR () 825.125 prior to or on the day of return to FMLA leave. Medical information must be from a practicing health care provider, as that term is defined in 29 CFR () 825.125.

17.3.1 If the medical release restricts the duties performed by the employee in his/her job assignment 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.

17.4 Full-time Employees will be eligible for all insurance benefits paid by the Board provided they have been employed one (1) calendar year from request date and shall continue during the period of non-paid disability leave up to a maximum of twelve (12) calendar months.

17.5 However, the full-time employee may continue insurance coverage for the duration of the approved leave by paying premiums in accordance with District procedures.

ARTICLE 18

NON-PAID LEAVE OF ABSENCE

18.1 The Board recognizes that the personal welfare of its Employees may require occasional extended absences from duty. Non-paid leave of absence shall be granted for child-rearing, study and other reasons at the discretion of the Board with the following limitations noted below. Non-paid leave shall not be granted to Employees with less than one (1) year of employment or to accept employment elsewhere. An educational leave will have a maximum of ninety (90) days. Education leave will be limited to a maximum of ninety (90) calendar days throughout the entirety of an Employee's employment with the District. A non-paid, non-FMLA child-rearing leave may be taken for a maximum of ninety (90) days. Child-rearing/bonding leave will be limited to a maximum of ninety (90) calendar days throughout the entirety of an Employee's employment with the District.

18.2 Full-time Employees will be eligible for a non-paid leave of absence after one (1) calendar year of employment. The following procedures apply:

A. A full-time Employee who is eligible may request to receive up to thirty (30) work days of non-paid absence in a twelve (12) month rolling period. Non-paid leave of absence requests are subject to approval by the Chief Human Resources Officer.

B. For a non-paid leave of absence request to be considered, an Employee must submit the appropriate application to the Human Resources Department. Except in cases of emergency, the required application form should be submitted at least one (1) month

prior to the start date of the non-paid leave request. Any exception to the one month notice must be approved by the Chief Human Resources Officer.

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

D. An Employee who is absent sixty (60) work days or less will return to the same position. An Employee absent more than sixty (60) work days may be placed in the same, equivalent, or other positions for which he/she is qualified. Should there be a reduction in force during the period of the Employee's non-paid absence, the Employee shall be subject to the reduction in force procedure stated in Article 28 of this Resolution.

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

F. On return to active employment, the Employee shall be credited with previously accrued paid time off (PTO). Paid time off (PTO) for the current year will be prorated if the Employee does not work the entire year.

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

18.4 District Medical Leave

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

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

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

18.4.3 An Employee must submit a physician's statement/medical release to the Human Resources Department as defined in 29 CFR 825.125 prior to or on the day of return from FMLA leave or District Medical Leave.

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

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

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

18.5 Child-Rearing/Bonding Leave

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

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

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

18.5.3 Child-rearing/bonding leave will be limited to a maximum of ninety (90) calendar days throughout the entirety of an Employee's employment with the District.

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

18.5.5 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.

18.5.6 Employees may be responsible for monthly benefit contributions while on an approved child-rearing/bonding leave, in accordance with any applicable law(s).

18.5.7 On return to active employment, the Employee shall be credited with previously accrued paid time (PTO). Paid time off (PTO) for the current year will be prorated if the Employee's return to work is after the start of the work year.

18.6 Education Leave:

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

18.6.2 For an education leave request to be considered, an Employee must submit a written request to the Human Resources Department. Beginning and ending dates of the absence shall be included in the written request.

18.6.3 Education leave will be limited to a maximum of ninety (90) calendar days throughout the entirety of an Employee's employment with the District.

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

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

18.6.6 On return to active employment, the Employee shall be credited with previously accrued paid time off (PTO). Paid time off (PTO) for the current year will be prorated if the Employee's return to work is after the start of the work year.

18.7 Other Reasons at the Discretion of the Board

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

ARTICLE 19

BEREAVEMENT LEAVE

19.1 Up to three (3) days of bereavement leave will be granted during the contracted school year to full-time Employees for deaths of family members/step 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, step parents, step children, domestic partner or anyone else for whom the Employee is responsible. Nothing contained herein shall be construed as precluding the Employee from using accrued sick leave for additional bereavement leave. An Employee may submit a written appeal request for bereavement leave to the Chief Human Resources Officer for relationships not listed above.

ARTICLE 20

JURY DUTY/LEGAL LEAVE

20.1 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, to the District. Employees excused from jury duty are expected to return to work. The employee shall promptly notify the District when notification to serve on jury duty is received.

20.2 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 in the best interest of the District as determined by the Superintendent and/or his/her designee.

ARTICLE 21

MILITARY LEAVE

21.1 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, for military services in accordance with State and Federal Laws, 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 the maximum number of days allowed by State and Federal Law per fiscal year. 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.

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

21.2.1 The District is notified of the employee's desire to return by March 15 of the year immediately preceding the school year of availability.

21.2.2 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.

21.3 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.

21.4 Military leave shall not:

1. Cause loss of previously accumulated sick leave;
2. Cause loss of permanent status.

ARTICLE 22

ASSOCIATION LEAVE

22.1 The Association will be credited with twenty five (25) days of leave with pay to be used by Association representatives for Association business as may be authorized by the President of the Association

22.2 The Association shall be granted four (4) days leave for each delegate to attend NEA/MNEA conferences. The purpose, dates and times of the conference attendance for each delegate will be documented in writing to the District. The Association will reimburse the District for the cost of a substitute, if a substitute is hired, at the Board approved rate. Release of more than two (2) interpreters per building is contingent upon the availability of substitutes.

22.3 The President of SDVLS will be granted up to forty (40) days per year to conduct Association business. The Association will reimburse the District one-third of the substitute

Board approved rate for the release time.

22.4 The Association shall submit all requests for leave to the Superintendent or his/her designee in writing, not less than seven (7) working days in advance, and shall specify the names of the Employees involved and the length of time/days off. The District has the discretion to deny a request for leave when, in the opinion of the Superintendent, or his/her designee, such leave would unduly disrupt the delivery of educational services.

ARTICLE 23

INSURANCE AND FRINGE BENEFITS

23.1 The Board shall pay the Employee costs of the insurance premiums for individual coverage for Board specified Group Health/Medical Insurance, Group Vision Insurance and Group Family Dental Insurance for full-time employees only unless otherwise stipulated by state and or federal law.

New employees will receive their employee benefits on their start date. Benefit coverage for eligible dependents will also begin on the employees start date. Due to a financial need the Board reserves the right to implement, for benefit coverage, a waiting period not to exceed forty-two (42) calendar days.

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

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

23.4 The Board shall pay the employer costs of the insurance premiums for Board Specified Group Life insurance in the amount equal to one and one-half times the current Employee's annual salary.

23.5 The Board shall offer an IRS Section 125 Plan to employees for qualified medical and dependent care expenses.

23.6 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 would significantly reduce coverage, and/or raise costs to the employees, the District will notify the Association and discuss alternatives prior to implementing any changes in coverage.

ARTICLE 24

PAYMENT

24.1 Hourly rates for Employees subject to this Resolution during the term of this Resolution are contained in an Appendix and attached hereto and by this reference incorporated herein.

24.2 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. An Employee that does not receive an increment step on the schedule will not make less than the hourly rate they received during the previous school year. 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 hourly rates /increment steps. Employees who qualify for a higher channel placement shall have their schedule placement adjusted to reflect their additional compensation. The District will make necessary adjustments in October for Employees who submit required information prior to October 1 of each year. If appropriate, increases will be retroactive to the beginning of the current semester. Channel adjustments will not include increment step movement. Employees will not receive step movement for the 2011-2012 school year. Employees who worked the 2010-2011 school year and who are also active employees as of September 15th 2011 will receive a stipend payment of \$300.00 on or before the end of September 2011.

24.3 Employees will be paid for the hours that they work less required and elected deductions. Pay days shall be the fifteenth (15th) day and the last workday of each month. When a pay day falls on a holiday or a day which is not scheduled as a regular workday, the paycheck will be issued on the preceding workday with the exception of spring/winter break and the two (2) teacher workdays, stipulated in 15.5.

24.4 The District will pay all compensation due the Employee within fifteen (15) working days after his/her final day of employment provided said Employee has given two (2) weeks' notice of quitting.

24.5 Employees shall be placed on the appropriate hourly rate step on the schedule based on employment experience and educational preparation. The District will only utilize employment experience listed on the District-approved application to determine schedule placement. If an Employee underrepresented employment experience on their application during their initial hire they may submit additional employment verification information within sixty (60) calendar days from his/her BOE-approved hire date to the Human Resources Department for consideration. The Human Resources Department will determine if the information provided will result in a change to the employee's schedule placement. Any change in schedule

placement will be prospective from the Board of Education’s approval of the new hourly rate. A financial emergency may affect how much work experience the District credits to new hires. Upon employment with the District, employees with a Bachelor’s Degree shall be given an additional 2 years of credit on the schedule.

24.6 A visual language specialist who possesses a substitute certificate may be utilized as a substitute teacher. The visual language specialist will receive a \$42.00 payment if they substitute three (3) or more hours in one day.

24.7 For the purpose of placement on the appropriate step of the hourly rate schedule, Employees shall be given credit for previous comparable full-time work experience. The term “comparable” shall be defined as service in a position with any public or private enterprise/institution where the Employee’s qualifications and job functions were substantially similar to the qualifications and functions required by the District’s position. New Employees shall be placed one step up on the salary schedule for each year of comparable full-time employment.

24.8 Visual Language Specialists who were not given credit on the salary schedule upon employment but who have earned an Associate Degree or higher, in an area that is justifiably related to the field in which they are working, will receive a yearly stipend of three hundred dollars (\$300).

24.9 The stipend will be paid in two (2) installments. The first payment will be made on the January 15th pay period. The final installment will be paid on or before the final pay period of the school year. It is understood that in order to receive the educational stipend, the interpreter must complete the semester for which they are being paid.

24.10 The District’s grievance process must be used to dispute any District decision relating to step and grade placement. If a change is made to an Employee’s step and grade as the result of a grievance the maximum salary adjustment may be retroactive to the beginning of the current school year in which the grievance was filed.

ARTICLE 25

EXTENDED SCHOOL YEAR

25.1 The District shall first attempt to employ qualified regular District employees in part-time positions in programs conducted by the District during the summer. The District will only consider Employees who are able to work the full Extended School Year (ESY) term. In the event that no qualified regular employees are available, the District may hire outside candidates for ESY.

- 25.2 ESY assignments will be made based upon the following sequential order:
1. Student Need (Employee training, experience and programming need)
 2. District seniority

Other considerations when determining ESY assignments will be based on the following:

- Continuity of student services
- Specific skills needed to address student programming

25.3 Employees that do not have satisfactory performance may be prohibited from working ESY. An ESY recommendation for continued employment is required for returning ESY staff.

25.4 To the extent possible staff assignments will be made by May 1, and no later than May 15. If additional enrollment occurs, staff will be hired according to existing ESY guidelines.

25.5 Employees working in summer programs shall be provided with a fifteen (15) minute break period per day.

25.6 Visual Language Specialists will be compensated at the hourly rate of \$25.00 for all summer programming, which includes ESY and summer school.

If additional student need(s) exist, a Visual Language Specialist (VLS) may be reassigned appropriately if the student to whom the employee was assigned does not access summer programming. A VLS who has been assigned to a student will not be displaced by a more senior VLS whose originally assigned student will not be accessing summer programming.

25.8 A Visual Language Specialist will be paid (60) minutes or actual time worked if a student fails to show for ESY and summer programming.

25.9 Employees assigned to work non-ESY summer school in a partner district will be selected from current Employees who were not able to obtain ESY employment. The Employee must possess the appropriate experience and training for the position. The supervisor will determine if an Employee is appropriately qualified. If there are no qualified Employees the supervisor may choose another Employee for summer school. The pay rate for summer school will be the same as the ESY rate.

ARTICLE 26

TRANSPORTATION REIMBURSEMENT

26.1 Employees will be reimbursed for mileage when use of a personal automobile is required to perform job responsibilities.

26.2 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.

26.3 Reimbursement will not be provided on regular workdays for travel from home to the first work site of the 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 provided for travel to and from home.

26.4 Reimbursement will be based upon Board approved rate.

26.5 Mileage reimbursement will be monitored by the employee's immediate supervisor. All requests for mileage reimbursement should be submitted to the employee's immediate supervisor.

26.6 Request for mileage reimbursement should be submitted monthly if the amount to be reimbursed exceeds forty dollars (\$40.00).

26.7 If mileage reimbursement is less than forty dollars (\$40.00), the request for mileage reimbursement should be submitted quarterly, i.e. September, December, March and June.

26.8 Request for mileage reimbursement must be submitted by the 5th day of the month immediately following the month(s) for which reimbursement is being requested.

26.9 Payment for mileage will be received within approximately six (6) weeks after reimbursement request is approved by the employee's immediate supervisor, and authorized by the Board.

26.10 It is the employee's responsibility to follow the above mileage reimbursement process. Failure to do so could result in delay in payment or in non-payment.

ARTICLE 27

TUITION REIMBURSEMENT

27.1 If funds are available, the District will set aside funds for the purpose of tuition reimbursement for Employees. The amount of money available per credit hour for reimbursement is available within the following limitations:

27.1.1 The maximum dollar amount of reimbursement for Employees beginning with

the fall semester and concluding at the end of the following summer session will not exceed the cost of three (3) undergraduate credits at the UMSL rate.

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

27.1.3 In cases of financial emergency the District reserves the right to make necessary adjustments or to eliminate the allotted dollar amount reserved for tuition reimbursement. If possible, the District will notify staff if tuition reimbursement funds have been reduced or eliminated prior to the beginning of the effected school year.

27.1.4 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.

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

27.2.1 Enroll in a college credit or certification/licensure maintenance course that has been pre-approved by Human Resources.

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

27.2.3 Be employed full-time.

27.2.4 Complete the necessary form(s) prior to beginning your course(s) or workshop(s) and return it to the Human Resources Department. Only submit a form for course(s) and workshop(s) that you will be taking during the upcoming semester.

27.3 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.

27.3.1 To receive tuition reimbursement, staff must submit an official transcript or grade report and receipt for the course(s) or CEU workshop(s) to Human Resources. Staff will receive payment in October or March if all of the qualifications set forth in the Joint Resolution have been satisfied. The October first deadline applies to spring or summer semester courses and CEU workshops completed by September 1st. The March 1st deadline applies to fall semester courses and CEU workshops completed by February 1st. No payments will be made to Employees who are no longer employed at the time of reimbursement.

ARTICLE 28

REDUCTION IN FORCE

28.1 The term “layoff” as used herein refers to action by the District reducing the number of employees in the District due to program needs or for economic reasons only. It does not refer to decisions to discharge an individual employee.

28.2 In the event of layoff, the District shall provide written notice to all affected employees on or before May 15 of the school year preceding the year in which layoff would occur.

28.3 In the event that the District anticipates a layoff of employees, the District will immediately notify the Association.

28.4 Layoff shall be by seniority. Seniority is defined as per Article 7, Section 7.1 and 7.2.

28.5 By May 1 of the school year proceeding the year in which any layoff would be implemented, the District will publish and distribute to all employees and the Association seniority lists ranking each employee from greatest to least seniority ranking all employees so affected shall participate in a drawing by lot; to determine position on the seniority rating list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

28.6 Employee shall not be replaced or reduced in seniority ranking by school employees that are not members of the unit represented by the Association.

28.7 All retained employees face possible reassignment to fill essential vacancies. Pursuant to the application of these layoff procedures and as a result thereof, an employee may be reassigned to a new position. In the event an employee is to be placed outside his current job assignment as a result of layoff, the District shall provide such employee necessary retraining and orientation to the new assignment without cost to the employee. The performance of an employee so reassigned shall be reviewed and/or evaluated in accordance with the Guidelines for “Performance Based Visual Language Specialist Evaluation”.

28.8 Laid off employees shall be placed in a re-employment pool, and shall remain in such pool for a maximum period of two (2) succeeding fiscal years. Reassignment from this pool to existing vacancies shall be made on the basis of the employee’s ranking on the seniority list as determined in Section 29.5 of this Article. No new employees shall be hired to fill existing or new assignments until the pool has been exhausted. The District shall give written notice of recall from layoff by sending a certified letter to said employee at his/her last known address stating the time, place and date on which the employee is to report to work. It shall be the responsibility of the employee to notify the District, in writing, or his/her current address. The employee will notify

the employer by certified mail of any change of address or of an extended vacation that would exceed fifteen (15) working days. 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 relationship with the District. If the employee is unable to accept the assignment due to, but not limited to, physical limitations as verified by a medical statement, hospitalization and/or reasonable transportation requirements, the employee shall remain in the pool to be recalled.

28.9 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.

28.10 The period of layoff shall not impair the seniority of the employee as per Article 7, Section 7.1 and 7.2.

28.11 At the time of his/her recall and upon his/her return to active employment, the employee will be provided all benefits which the employee is 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 for the employee's current position, according to the employee's experience in the District.

ARTICLE 29

GRIEVANCE PROCEDURE

29.1 Definitions

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

29.1.2 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.

29.1.3 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.

29.1.4 "Work Days" shall refer to days on the SSD calendar when Employees are

on duty.

29.2 Grievance Guidelines

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

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

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

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

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

29.2.6 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 involvement of the Association.

29.3 Grievance Process

29.3.1 INFORMAL STEP - The parties of interest acknowledge that it is most desirable for an Employee and his immediately involved administrative supervisor to resolve problems through free and informal communications. Within 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.

29.3.2 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 Chief Human Resources Officer and Superintendent. The administrative supervisor will arrange for a meeting to take place within seven (7) working days

after receipt of the written grievance. Upon conclusion of the hearing, the administrative supervisor will have seven (7) working days to provide the grievant with his/her written decision, including the reasons for the decision.

29.3.3 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.

29.3.4 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.

29.3.5 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 written grievance for appeal to the Board. The Board or its official designee shall arrange for a hearing with the grievant before the full Board or, at the Board's discretion, with a subcommittee of the Board to take place no later than the second business meeting after the written appeal has been received. The Board will conclude its deliberations no later than the second business meeting after the hearing and will provide the grievant with its written decision within seven (7) working days. The decision of the Board is final and binding on all parties.

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

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

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

29.3.9 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.

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

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

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

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

ARTICLE 30

ADMINISTRATIVE RIGHTS

30.1 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

30.1.1 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.

30.1.2 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.

30.1.3 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 with respect to any of the above matters shall not be further reviewable by the grievance procedure.

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 which 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.

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

ARTICLE 32

DURATION

32.1 The term of this Resolution's language shall be from July 1, 2021 until June 30, 2023.

The District and Association agree that Articles relating to wages and compensation may be discussed concurrently with salary negotiations.

32.2 The term of this Resolution for salary shall be from July 1, 2021 until June 30, 2023.

**INTERPRETERS/CART
SDVLS
2021-2022
HOURLY SALARY SCHEDULE**

	1-2	3	4	5
	Trans / Caption	Basic	Advanced	Master
1	\$ 23.63	\$ 25.03	\$ 26.48	\$ 27.14
2	\$ 24.09	\$ 25.50	\$ 26.99	\$ 27.67
3	\$ 24.56	\$ 25.99	\$ 27.51	\$ 28.19
4	\$ 25.02	\$ 26.46	\$ 28.01	\$ 28.70
5	\$ 25.78	\$ 27.00	\$ 28.62	\$ 29.19
6	\$ 26.56	\$ 27.55	\$ 29.20	\$ 29.77
7*	\$ 27.35	\$ 28.35	\$ 29.97	\$ 30.57
8	\$ 28.16	\$ 29.22	\$ 30.82	\$ 31.44
9	\$ 29.02	\$ 30.09	\$ 31.73	\$ 32.37
10	\$ 29.87	\$ 30.96	\$ 32.67	\$ 33.32
11	\$ 30.76	\$ 31.89	\$ 33.63	\$ 34.31
12	\$ 31.68	\$ 32.86	\$ 34.68	\$ 35.36
13	\$ 32.63	\$ 33.87	\$ 35.73	\$ 36.45
14	\$ 33.87	\$ 34.86	\$ 36.80	\$ 37.54
15	\$ 34.65	\$ 35.81	\$ 37.84	\$ 38.60
16	\$ 36.56	\$ 37.96	\$ 39.38	\$ 40.17
17	\$ 42.36	\$ 43.43	\$ 45.01	\$ 45.89

*New hire maximum step placement is step 7.

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

The salary schedule includes:

- Step movement for eligible employees for the 2021-2022 school year.
- Individual corrections in placement as agreed upon during Interest Based Bargaining

**INTERPRETERS/CART
SDVLS
2022-2023
HOURLY SALARY SCHEDULE**

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8	\$ 28.16	\$ 29.22	\$ 30.82	\$ 31.44
9	\$ 29.02	\$ 30.09	\$ 31.73	\$ 32.37
10	\$ 29.87	\$ 30.96	\$ 32.67	\$ 33.32
11	\$ 30.76	\$ 31.89	\$ 33.63	\$ 34.31
12	\$ 31.68	\$ 32.86	\$ 34.68	\$ 35.36
13	\$ 32.63	\$ 33.87	\$ 35.73	\$ 36.45
14	\$ 33.87	\$ 34.86	\$ 36.80	\$ 37.54
15	\$ 34.65	\$ 35.81	\$ 37.84	\$ 38.60
16	\$ 36.56	\$ 37.96	\$ 39.38	\$ 40.17
17	\$ 43.16	\$ 43.93	\$ 45.51	\$ 46.39

*New hire maximum step placement is step 7.

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

The salary schedule includes:

- Step movement for eligible employees for the 2022-2023 school year.
- Individual corrections in placement as agreed upon during Interest Based Bargaining.