

ARTICLES OF AGREEMENT 2022-2024

Pertaining to the Teaching Staff and other Professional Staff of the District

Sharonica L. Hardin-Bartley, PhD, PHR Superintendent of Schools

Rebecca C. O'Connell, Ed.D. *Assistant Superintendent*



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Professional Understanding

UNIVERSITY CITY EDUCATION ASSOCIATION

ARTICLE 4020

1. BOARD-ADMINISTRATOR-TEACHER RELATIONSHIPS

The Board of Education, the Superintendent and the University City Education Association (UCEA) acknowledge that the welfare of the children of the District is paramount to the operation of the schools and will be promoted by the Board and the professional staff.

The Association, the Board and its administration recognize their responsibility to work together for higher educational goals for the University City schools, including such areas as teacher excellence, professional ethics and good personnel practices.

While final responsibility and authority lies with the Board, it is the policy of the Board to seek an exchange of the views with the organization representing a majority of teachers in the District, currently, the University City Education Association, on matters of teachers' salaries, welfare and working conditions. In order to implement this policy, the following procedures have been established to provide an orderly process for professional discussions, referred to as "Interest Based Bargaining."

- a. The Board recognizes that teaching is a profession and that the University City Education Association, referred to as the "UCEA" or the "Association," represents permanent (life) and temporary Missouri State teacher certified classroom teachers, counselors, specialists and librarians (hereafter referred to as teachers) who are employed by this District on teacher contracts.
- b. The UCEA representation of teachers is for the purpose of considering teachers' salaries, welfare and working conditions. Other matters of mutual concern may be discussed.
- c. The Board is aware that there are several teacher organizations within the District.

 Teachers have a right to join such organizations and membership in any such organization shall not be required as a condition of employment. The School Board shall maintain a practice of neutrality between such organizations and will not promote one group over any other group. Payroll deductions and other such courtesies are available for all teacher organizations. Through the Superintendent, the Board will receive proposals, suggestions, comments and information from any such organization, as well as from individual teachers.

2. PROFESSIONAL DISCUSSIONS - "INTEREST BASED BARGAINING"

- a. Representatives of the Association (UCEA Team) and the Board (School Administration Team) will meet not later than October 10th, to determine a time and place mutually agreeable, not later than October 20th, for the first Collective Bargaining Session to discuss such proposals as may be submitted by either team.
 - (1) Electronic proposals shall be submitted by the UCEA to the School Administration

Team by October 10th. Proposals made by the School Administration Team to the UCEA shall be submitted no later than the first Collective Bargaining Session. Following the first meeting, each negotiations team may present modifications to their proposals no later than three days prior to the second scheduled meeting.

- (2) Discussions on proposals submitted shall be held weekly or as often as is necessary to thoroughly discuss the issues, but will terminate no later than February 28th.
- (3) During the period October 10th to February 28th there will be good faith efforts by both teams to reach a consensus on any such proposals and the issues raised thereby.
- (4) After February 28th the School Administration Team will make recommendations on such proposals to the Superintendent in time for them to be considered by the Board at its second meeting in March.
- (5) At any Board meeting where such proposals are submitted for Board consideration, the UCEA, before Board action, will be permitted to state its position on any proposals on which a consensus has not been reached in the "Interest Based Bargaining" process.
- b. With regard to Interest Based Bargaining discussions on teachers' salaries:
 - (1) School Administration will furnish the Association representatives, upon reasonable request, all available information concerning financial resources of the District, including budgetary plans.
- c. Written joint progress reports will be issued by the teams as appropriate.
- d. The time limits specified for Interest Based Bargaining discussions may be changed with the agreement of both Teams.

3. SPECIAL MEETINGS

- a. Requests by the Association for special meetings with the Board will be made to the Superintendent. Requests from the Superintendent or the Board for meetings with UCEA will be made to the President of the Association.
- b. Requests for special meetings shall set forth the reason therefore. The Board, the Superintendent and the Association, or their representatives, will meet as part of the next regularly scheduled meeting of the Board which is more than four (4) days after the request is made, or at such other time as may be mutually agreeable. If any such meeting occurs during regularly scheduled school hours, the Association representative shall be released from school duties to attend such meeting.
- c. Special meetings would be part of a regular public Board meeting or in Executive Session, depending upon the nature of the subject to be discussed.

4. ADDITIONAL DISCUSSIONS

Articles of Agreement are reviewed annually and, if necessary, discussed and modified in working sessions between representatives of the UCEA and of the Board under the provisions of Collective Bargaining.

If the Board of Education shall conclude that a change in the current Articles, or new Articles pertaining to the relationship between the teaching staff and the District as defined herein, are necessary or appropriate, such proposed changes or new Articles shall be sent by the Board of Education to the UCEA for its information and consideration after which the "Collective Bargaining" teams will meet and discuss the proposed changes or new Articles and attempt to reach a consensus concerning them.

If the UCEA shall conclude that a change in these Articles, or new Articles pertaining to the relationship between the teaching staff and the District, as defined herein are necessary or appropriate, its proposed changes or new Articles shall be sent to the Board of Education for its information and consideration, after which the "Collective Bargaining" teams will meet and discuss the matter and attempt to reach a consensus concerning them.

The Board of Education will withhold action on such changes or new Articles for at least 30 days while the Collective Bargaining procedure is taking place.

A copy of the Articles of Agreement shall be made accessible to each teacher at the time of the issuance of his or her contract of employment or by September 30.

5. ADDITIONAL BOARD/ASSOCIATION PROCEDURES

The following are additional administrative procedures with regard to the University City Education Association:

- a. The time immediately after school (4:00 p.m. to 6:00 p.m.) on the second and fourth Wednesday of each month is reserved exclusively for professional organizational meetings.
- b. The Superintendent and/or other administrator(s) will meet, monthly or as mutually agreeable, with the UCEA President and/or other UCEA representative(s) for the purpose of discussing problems of an immediate nature, mutual concerns, etc.
- c. The UCEA President will receive an up-to-date copy of the School Administration Administrator's Handbook and all revisions to all Board Policies, as they are distributed.
- d. As a professional courtesy, the UCEA will provide District and building administrators with copies of UCEA general distribution flyers, as they are distributed.
- e. When the Board of Education and/or Superintendent form and charge a committee of a non-curricular nature whose charge would directly affect the professional staff, the UCEA President will be informed, and will submit a suggested list of names to determine one (1)

member of said committee for the purpose of representing the Association.

6. ASSOCIATION LEAVE

The Board will provide the Association a total of up to fifteen (15) Leave Days to be used by and allocated among its members as official delegates to MNEA Conventions. In addition, the Board will provide a total of up to ten (10) Association Leave Days with pay to be used by and allocated among its members. This leave shall be used for Association activities which may include other conventions, conferences, and meetings of their affiliates. Association Leave Days must be used in one school year and do not accumulate.

a. A letter of intention to take Association Leave shall be sent by the Association President to the Office of Human Resources and received at least five (5) working days prior to the effective date thereof. In extraordinary cases this communication may be made orally to the Assistant Superintendent for Human Resources by noon of the day prior to the effective date of Leave. In the event the matter cannot be resolved, the decision of the Office of Human Resources will be final and binding.

7. PAYMENT OF ASSOCIATION DUES

The District shall deduct Association dues as prescribed by a signed payroll authorization card. Beginning with October, these deductions will be withheld and transmitted in monthly payments to the Association no later than the 10th day of the following month. Payroll authorizations for new members received after the fifth of each month will be processed at the end of the month.

8. SCHOOL CALENDAR: CONSTRUCTION AND CHANGES

A proposed annual School Calendar will be cooperatively constructed by representatives from UCEA and administration and will be submitted to the Superintendent for presentation to the Board. Changes in any calendar would be made by the Board on the recommendation of the Superintendent after consultation with the UCEA.

The Board will adopt a School Calendar (for the following year) annually by March. Calendar Construction Principles:

- 1. The school year will provide 189.5 days, with 174 student contact days,
- 2. A total of three "Paid Holidays" for teachers Thanksgiving, Christmas and New Year's,
- 3. A total of seven and a half "Professional Development" days to include three .5 "Early Release" days during first or second semester and four full "Professional Development" days, **(A total of eight (8) "Professional Development" days effective 2023-2024 SY)**
- 4. A total of four .5 days will be designated as "Record Keeping" days,
- 5. A total of three "Parent/Teacher Conference" days,
- 6. A total of 3.5 "Teacher Work" days,

Upon approval of the calendar by the Board, copies will be made available on the District website.

Days that the schools are closed for emergency reasons which would replace the 175 contact days will be made up at the end of the recommended school year. If only two inclement weather closings are needed, student contact days will be decreased to 174 and last Teacher Work Day will be used as a student contact day.

Revised: March 17, 2022; March 8, 2018; March 23, 2017; March 13, 2014; May 13, 2010; July 13, 2006 Approved: May 21, 1998

Employment

EMPLOYMENT PROCEDURES: CERTIFIED STAFF

ARTICLE 4103

All certified staff members shall be appointed by the Board of Education only upon recommendation of the Superintendent.

The Superintendent shall assure that all persons nominated for employment meet certification requirements and the qualifications established for the particular position.

Interviewing and selection procedures shall assure that the principal or other administrator directly responsible for the work of the staff member has, to the extent possible, an opportunity to aid in his/her selection; however, the final selection shall be made or approved by the Superintendent. Internal candidates who meet employment qualifications are entitled to an interview.

Certification

To teach in the public schools of Missouri, a teacher must possess an appropriate and valid teaching certificate. The law states specifically that the teacher must not assume that a portion of the school year can be taught before obtaining a certificate. The certificate must be in force for the full time for which the contract is effective, beginning the first day of school. If a teacher does not already have a teacher's certificate, or has not made arrangement to secure it, he/she should contact the office of the Office of Human Resources at once to make such arrangements. This certificate, along with official copies of transcripts showing all college hours and degrees must be kept on file with this office. If the certificate or letter of intent from the State Department is not on file, no salary payments will be made.

Criminal Records Check

No person will continue to be employed by the District for whom a criminal record check and review of the Missouri Department of Social Services Child Abuse/Neglect Registry has not been completed. The administration may also conduct random background checks after employment. As part of the criminal records check, any person employed after January 1, 2005, shall submit two sets of fingerprints to be used by the Missouri Highway Patrol and the Federal Bureau of Investigation. The fingerprints shall be collected pursuant to standards determined by the Missouri Highway Patrol.

All finalists for an employment position will be required to sign a release of liability authorizing prior employees, including school districts, to furnish any information about the applicant and the applicant's work performance, including but not limited to discipline records and performance evaluations. Failure to check references and prior employment for new hires prior to their start date may result in disciplinary action up to and including suspension without pay.

Revised: June 19, 2015; July 15, 2010; January 11, 2007; July 01, 2006

Approved: June 18, 1998

PROFESSIONAL CONTRACTS ARTICLE 4106

Contracts provided to certified staff members including probationary teacher, permanent teacher, and administrative.

1. <u>Probationary</u> - Teachers without previous teaching experience will receive a probationary contract for each of their first five years of full time employment or for the corresponding period of part time service. In the case of any probationary teacher who has been employed in any other school system as a full-time teacher for two or more years, the Board of Education shall waive one year of the probationary period.

Probationary teachers will be notified in writing of the Board's intent to reemploy them for the next school year. This written notice will be provided on or by April 15. Teachers who are not provided a timely notice will be automatically reemployed for the next school year.

Probationary teachers will be provided with a written contract on or by May 15 and will be required to provide the Board with a written acceptance or rejection within fifteen (15) days of receipt of the contract. Failure to provide a timely acceptance of the contract will be deemed a rejection of the Board's employment contract.

- 2. <u>Permanent</u> Permanent teachers will be provided with an indefinite contract as provided by state statute. Indefinite contracts may be modified by the Board on or before May 15 with respect to the school year and with respect to annual compensation. Permanent teachers will receive copies of contract modifications within thirty (30) days of Board adoption.
- 3. <u>Administrative</u> All administrators will be provided with contracts from one to three year's duration. Administrative personnel, other than the Superintendent, who are employed under a one-year contract will be notified on or before April 15 of the Board's wish to reemploy them in their present administrative position. Failure to provide a timely notice of reemployment will result in the administrator's reemployment in the present position and salary. Administrators employed on one year contracts and who are notified of renewal, will receive a written contract on or by May 15 and will have fifteen (15) days to accept the contract.
- 4. <u>Completion of Contract</u> A contract employment agreement signed by both parties becomes equally binding on both until and unless it is terminated legally or by mutual consent. If a teacher is not released from contract, the teacher will be expected to render full professional effort for the contract year. Should a teacher fail to honor the contractual obligations, appropriate action by the Board of Education will be taken, which may include filing charges with the Missouri State Board of Education for revocation of the certificate of the offending teacher.
- 5. <u>Canceled Contracts</u> If a contract is canceled prior to the closing of the school term, by mutual consent, the salary shall be paid in full on a pro-rata basis for the time actually taught.

Revised: March 13, 2017 Approved: May 21, 1998

EXTRA DUTY AND EXTENDED CONTRACTS

ARTICLE 4107

Certain District co-curricular and coaching activities require teachers to commit a large amount of regularly scheduled time beyond what is normally considered a part of the professional day. If these assignments regularly require such added time beyond the normal working day of a professional, additional compensation may be considered, according to the following criteria:

- 1. An unusual number of hours (125 or more per semester) are required for sponsorship of the activity beyond the 8-hour day, as evidenced by a calendar/time report to be submitted by the sponsor to the principal prior to receiving extra pay.
- 2. The activity requires frequent meetings involving evenings, weekends, and/or vacation periods.
- 3. The participating students are drawn from across levels and/or classes beyond the teacher's usual teaching group, as evidenced by enrollment lists submitted to the principal.
- 4. The activity calls for specialized skills or leadership qualities on the part of the sponsor as evidenced by experience, interest or talents, recognized by the principal.
- 5. The activity has community relations aspects such as performances for the public, travel to other schools or communities, or in some way extends beyond the school itself as evidenced by news items, bulletins of events, program schedules, etc.
- 6. The activity requires not only supervision of students but supervision and care of uniforms and/or special equipment or materials required by the activity as evidenced by the sponsor's records of purchases, loans and returns of uniforms and equipment.
- 7. Teachers who work with students on Freshman Orientation Day will be paid \$22.00 per hour based on a Time and Effort Log for work beyond the contracted day approved by the Administrator. This time is limited to the time spent working on orientation. If Freshman Orientation falls outside of a contracted day, teachers will be paid \$27.00 per hour; which is a higher rate because of direct contact with students. *Moved from Article 4320.1*

Additional Pay Agreements

Non-Student Supervision Pay \$22.00/per hour Student Supervision Pay \$27.00/per hour Summer Learning Academy \$28.00/per hour

Additionally, the base salary for athletics and extra-curricular schedules will be adjusted annually by the same % increment as the teacher's salary schedule. This increase practice is subject to annual review to ensure that salaries remain competitive.

Revised: March 8, 2018; March 23, 2017

Approved: June 18, 1998

PROCEDURE FOR SECURING SUBSTITUTE TEACHERS

ARTICLE 4110

Certified employees and administrators who require a substitute during school hours should make arrangements through the District's automated substitute system – Frontline-Absence Management. Please schedule a meeting with your building representative regarding utilizing Frontline to report absences on-line or via telephone.

Frontline contact information:

1-800-942-3767

https://login.frontlineeducation.com

When reporting an absence on the telephone, please ensure you are in receipt of the **Job Number** before disconnecting or your absence may not be recorded.

Failure to provide adequate plans for substitutes is one of the indicators of unsatisfactory performance under the District Teacher Evaluation Program.

In the event of an emergency situation, please contact the Office of Human Resources at 314-290-4021.

Revised: March 23, 2017 Approved: December 2, 2010

Professional Assignment and Transfer

Personnel Assignment Article 4201

The basic consideration in the assignment of professional and support personnel in the District is the well-being of the program of instruction. The appropriateness of the assignment will have a significant impact on the effectiveness of professional and support staff and the effectiveness of the total educational program.

When vacancies exist in new or existing positions, notice of the vacancies shall be posted on the District online application system at https://universitycity.tedk12.com/hire/index.aspx. Employees are encouraged to create an internal account to ensure access to postings only available to current employees. Additionally, staff should "Sign Up for Job Alerts" to be receive email notification immediately upon jobs of interest being posted.

All personnel shall be assigned whereby immediate supervision will be effected by personnel other than someone of the employee's immediate family (father, mother, son, daughter, sister, brother, husband, or wife). No one shall be employed whose employment would necessitate exceptions to this policy.

Certified employees will be notified of their tentative assignment for the next year by the end of the current school year.

Revised: March 23, 2017; July 01, 2006

Approved: June 18, 1998

Personnel Transfer Article 4210

A teacher who desires a change in grade and/or subject assignment and/or a transfer to another building shall submit an internal application via the online application system. Transfer requests will remain active from the date received until the position applied to be filled.

The teacher must accept the transfer requested unless he/she has notified the administration in writing of a desire to withdraw the request and said notification is received by the The Office of Human Resources before the date on which notification of transfer is sent to the teacher.

Transfers of personnel will be handled uniformly and confidentially. Transfer determinations will be made according to the best interest of the educational program for the District. Written responses will be made upon request to all teachers requesting transfers informing them of the action taken on their transfer request within seven (7) days from the time the action was taken, and the teacher may then request a meeting with the Office of Human Resources.

Teachers who have not requested transfer themselves either to another building or into a different endorsement area, but whom the District wishes to transfer, shall be informed in writing that the teacher is being considered for transfer, and shall be provided the opportunity to meet and consult with the Office of Human Resources or with the Superintendent. Said teacher shall be notified as soon as possible, in writing, of the decision.

The Superintendent shall give consideration to change in assignment of other than administrative personnel upon recommendation of the principal/administrator. This recommendation shall be prefaced by consultation with the individual(s) involved.

Revised: March 23, 2017; July 17, 2008; January 11, 2007; July 1, 2006

Adopted: July 8, 1998

DUTIES, SCHEDULE, AND WORKING HOURS: CERTIFIED STAFF

ARTICLE 4220

Normal Working Day of a Professional - Members of the certified/professional staff are expected to be on duty 15 minutes before the beginning and 15 minutes after the close of the students' day.

It is recognized that professional duties and responsibilities extend beyond the student contact hours to include time for such activities as additional planning and evaluating, meetings, professional growth, parent conferences, sponsoring activities and participation in Open House and PTO meetings, if needed. These professional tasks will be equitably shared so that no staff member is given undue burdens. In an effort to ensure professional tasks are equitably shared, staff members will sign-up for after hour school events at the beginning of each school year.

Faculty Meetings - Faculty meetings will be limited to Mondays unless the building administrator receives approval from the Superintendent to change the meeting day. Such changes should be made on an emergency basis only, or by mutual agreement of the administrator and the staff. Monday staff (faculty) meetings will not exceed one hour and fifteen minutes beyond the normal contract day. No faculty meetings will be held the week of parent/teacher's conferences or the week of Open House.

Early Release Days will be held for the purpose of providing release time for building-level professional development activities. The sessions on Early Release Mondays will begin fifteen (15) minutes after student dismissal and will conclude no later than one (1) hour and fifteen (15) minutes after the regular contract day. On Early Release Days other than Monday, staff will not be held for more than one hour beyond the contract day. Early Release Days are not intended to preclude the scheduling of Districtwide staff development activities.

Staff members performing services required by an extra duty contract will be excused from staff meetings, provided such services conflict in schedule with a scheduled meeting.

It is further acknowledged that all professionals, including classroom teachers, counselors, librarians, art and music specialists, and physical education teachers, normally work at their routine daily tasks longer than scheduled student contact hours.

Snow/Emergency Days - In the event that schools are closed due to snow or inclement weather, certified/professional staff are not expected to report for work.

Duty Free Lunch - All certified/professional staff shall be scheduled for an uninterrupted duty-free lunch period of at least 25 minutes daily. When temporary, unanticipated emergency situations arise, staff may not receive the full 25 minutes.

The scheduling of lunch periods shall be determined by the building administrator or supervisor. Staff

members may leave the school building during such periods; however, clearance must be made through the building principal or his/her designee and a prompt return to assigned duties is mandatory.

Please refer to Board Policy GCJ for the most current language.

Revised: March 8, 2018; March 23, 2017; June 19, 2010; June 12, 2003; May 15, 2002; June 17, 1999

Approved: July 8, 1998

Absences and Leave

GENERAL ATTENDANCE ARTICLE 4310

Under this Article, the following definitions shall apply:

- 1. The terms "excuse" or "excused" shall include the following:
 - a. A physician's written, signed and dated verification that the employee's date(s) of absence arises out of the employee's visit to a licensed health care provider for consultation or treatment; or
 - Verification from a responsible person or entity, other than the employee, that the date(s) of absence arises out of the employees' use of another District leave policy (such as bereavement/funeral confirmation); or
 - c. Submission of legally acceptable confirmation under federal or state law permitting the excuse of the date(s) of absence (such as jury duty note, military orders, worker's compensation directive); or
 - d. Verification or notification which the District is legally required to accept under federal or state statutes and regulations (such as the Family and Medical Leave Act).
- 2. The term "absent from work" or "absence" shall mean being physically away from the employee's regular work-station, and/or assigned duties.
- 3. Employees who are docked or who are not paid (where permitted by law) for an unexcused absence shall only be docked or not paid for the actual hours of absence. This process is explained more fully below.

Unless excused under this Article, an employee will be considered excessively absent if the employee is absent for the following applicable number of days:

- 1. Four (4) consecutive workdays; or
- 2. Twelve (12) total days of absence during one fiscal year (applicable to persons employed full-time on a 12-month basis, July 1 through June 30); or
- 3. Ten (10) total days of absence during one fiscal year (applicable to persons employed on a full-time basis only during the regular school term); or
- 4. Ten (10) total days of absence during one fiscal year (applicable to persons employed nine (9), ten (10) or eleven (11) months).

An employee whose date(s) of absence is foreseeable is expected to notify such employee's immediate

supervisor before the actual date. Advance notification is sought to minimize the effect of the employee's absence on the operation of the District and the education of children.

When an employee has been absent for four (4) or more consecutive days and/or when the Superintendent or Assistant Superintendent of Human Resources otherwise deems appropriate, either the Superintendent or the Office of Human Resources may request that the employee provide an excuse, as defined under this Regulation, to confirm the nature of the employee's absence.

- 1. The excuse must be provided to the Superintendent or the Assistant Superintendent of Human Resources no later than ten (10) days after the request is made to the employee.
- 2 Failure to submit the excuse in a timely manner will result in the designation of the dates in question as "unexcused" absence.

An employee who is absent from duty without excuse may, under appropriate circumstances, be subject to disciplinary action up to and including termination of employment. An employee with excessive absenteeism may be subject to disciplinary action up to and including termination of employment.

In addition to the consequences set forth above, where permitted by federal law, an employee who is absent without excuse (1) will not be paid for the actual unexcused hours, or (2) if already paid, will be docked, i.e., a deduction to such employee's pay shall be made for the actual unexcused hours (hours unexcused multiplied by the employee's regular pay rate).

Administrators and supervisors of employees who are excessively absent (and who utilize the annual allocation of sick leave in a manner that appears to be inconsistent with this regulation) are expected to follow the provisions of this regulation. Communications by administrators and supervisors with the Office of Human Resources is expected when determining whether an employee is to be considered excessively absent under this regulation.

Revised: August 2, 2007; January 11, 2007; July 01, 2006

Approved: June 12, 2003

FAMILY MEDICAL LEAVE ACT

ARTICLE 4315

Please refer to Board Policy GBBDA for the most current language. You may also contact Human Resources for assistance.

FMLA Compliance Officer: Deputy Superintendent

The School District of University City

7700 Olive Boulevard

University City, Missouri 63130

(314) 290-4021

SICK LEAVE ARTICLE 4320.1

Sick leave shall be credited annually to each employee on the first day of the contract or employment year as follows:

- 1. Thirteen (13) days per year for 9-month teachers and other contractual staff members.
- 2. Staff members contracted or employed for less than full-time or less than a full year will be allotted sick leave proportional to the time employed.
- 3. The last paycheck in October will include the total number of sick leave days accumulated as of the preceding June 30.

New Employees - If, by reason of illness, a new employee is not able to begin work, he/she is not entitled to yearly sick leave and additional leave as herein provided. Such employee must work a minimum of one (1) day before being entitled to sick leave.

Terminating Employees - An employee terminating employment before the end of the contract or employment period who has used more sick leave than earned shall have the unearned sick leave deducted from the final check.

Accumulation of Sick Leave - Sick leave is accumulated without limit. Each staff member will be allowed sick leave to the extent that yearly sick leave allowable to him/her in previous years of employment, commencing September, 1999, has not heretofore been used by the employee. The records of the Business and Finance Office shall conclusively determine the prior number of days not used. Any break in service, other than an approved leave, cancels accumulated sick leave of the employee.

Use of Sick Leave - In cases of absence, a staff member may use sick leave for:

- 1. Personal illness, injury, or temporary physical or mental disability. Childbirth will be treated as a temporary physical disability. The total period of temporary physical disability due to childbirth will generally be considered six (6) weeks for ordinary delivery, and eight (8) weeks for Cesarean delivery, unless the employee provides medical certification to the contrary.
- 2. Illness, injury, adoption, or temporary physical or mental disability within the immediate family.
- Use of sick leave is limited to four (4) consecutive days per occurrence without a Family and Medical Leave Act (FMLA) certification form from a licensed health care provider or, alternatively, an application approved by Human Resources to draw sick leave pool days.
- 4. The Board reserves the right to require a licensed health care provider certificate where there is reasonable doubt as to the nature or extent of the absences. The Board also reserves the right to require a staff member to be examined by a licensed health care provider of the Board's choosing at the Board's expense when there is a reasonable doubt as to the nature or extent of the absences.
- 5. Staff who leave the District after five (5) full school years of service (but who are not eligible for retirement) may return unused accumulated sick leave at the rate of \$40 per day or 20%

of their daily rate. In addition, teachers who are eligible for retirement under District rules will receive 30% of their final daily rate or \$45 per day, whichever is higher. Support staff members who are eligible for retirement under District rules will receive a final daily rate of 30% of their final daily rate or \$45 per day, whichever is higher, based on a 6-8 hour day. This amount will be prorated for staff working less than a 6-hour day.

- 6. Employees who are legally eligible under the Family and Medical Leave Act may also refer to the District's FMLA Regulation, which addresses leave for serious health conditions.
- 7. Employees have the option to sell back a maximum of 12 sick days two times each year. The sell-back amount would be the greater of \$40 or 20% of the daily pay rate. The District will payout a maximum of \$50,000 annually for annual sick leave sell back payouts.
- 8. Each staff member must maintain a balance of 25 sick days, to be eligible to sell back days. The deadlines for exercising this option are:
 - October 15th, with payment disbursed by December 15th
 - May 15th, with payment disbursed by June 15th

Sick Leave Pool

A. Statement of Purposes and Scope

It is the purpose of this Article to provide extended sick leave beyond the normal sick and personal leave provided for full-time employees of the School District, when a full-time employee requires a period of recovery/recuperation as a result of incurring a Long-Term Illness or giving birth to a child.

As a courtesy to its employees, the District will contribute up-to fifteen (15) sick leave pool days per qualified employee into the pool. Therefore, employees will be relieved of any previously existing obligation to contribute days to the pool.

Under this Article, the term "year" shall refer to the statutory school year of July 1 through June 30. The term "day" shall refer to a workday.

The Sick Leave Pool is not designed to offer extended sick leave for routine or brief illnesses/injuries. This Article also does not intend that the term of the emergency sick leave be of permanent duration.

B. Qualified Employees

- After accumulated sick and personal days are utilized, all full-time employees will have
 access to a maximum of fifteen (15) days within the sick leave pool for catastrophic and
 long-term illnesses, inclusive of childbirth leave. The District will match the number of sick
 leave days accumulated by the employee, not to exceed fifteen.
- 2. All full-time employees will qualify to access the sick leave pool ("the pool") during their first year of employment with the District (provided that they satisfy all other criteria upon application to the pool, as described more fully below).

3. In order to access the pool, an employee's physician must first provide an appropriate physician's confirmation, as described below.

C. "Long-Term Illness"

- 1. An employee has a "Long-Term Illness" if the employee has either a physical or mental illness/condition that meets all of the following criteria:
 - (1) The physical or mental illness/condition requires either inpatient or other continuing, regular treatment by a health care provider; and
 - (2) The physical or mental illness/condition has rendered the qualified employee unable to perform some or all of his/her essential job functions for five (5) or more consecutive workdays, and additional time beyond that five-day period is needed for the employee to recover and return to work; and
 - (3) The physical or mental illness/condition results in the employee's use of all accrued paid sick and personal leave days, but additional days are necessary for recovery to permit the employee to return to work.
- 2. An employee with a "Long-Term Illness" may apply for up to 15 sick leave pool days in a single school year at one time or in successive requests. The maximum of up-to 15 pooldays, with a full-time employee's match of accumulated sick days will be the "cap" for such employee during any single school year.
- 3. An employee who incurs a second Long-Term Illness during the same school year may access that employee's remaining pool days, up to the maximum cap of 15 pool days for that school year.
- 4. An employee who has already accessed the pool and who has a Long-Term Illness requiring ongoing medical treatment, but who is able to perform his or her essential job duties on one or more days per week, may continue to utilize the pool up to the maximum fifteen (15) pool days for those days of the work week during which he/she is unable to work because of the Long-Term Illness.

D. Childbirth

- 1. Childbirth qualifies as a condition recognized under this Article because it necessitates an extended physical recovery period for the employee.
- 2. An employee recovering from childbirth may draw from the pool up to fifteen days for an ordinary delivery or Cesarean delivery.
- 3. Either of these periods set forth immediately above may be extended if the employee otherwise meets the requirements to draw additional pool days because a continued medical need exists (i.e., a Long-Term Illness), as confirmed by the employee's physician.
- 4. If an employee chooses not to draw pool days for recovery from childbirth, the employee is free to make that choice.
- E. Application of Sick/Personal or Vacation Leave and Five-Day Waiting Period

- 1. Before drawing any pool days, an employee will be subject to a five-workday waiting period before the employee will be permitted to draw days from the pool. This five-day waiting period cannot be waived and is mandatory. An employee may choose to apply unused leave toward this five-workday period. In the event that an employee does not have five leave days remaining, or if the employee does not want to use vacation days toward the five-workday waiting period, the employee is docked for the five (5) days out. The employee may draw from the pool beginning on the sixth workday.
- 2. An employee who returns to work after drawing pool days must work for a minimum of twenty (20) workdays before utilizing unused vacation days. This is for employees who earn vacation time. An exception may be made if the employee provides documentation (for example, a travel voucher, tickets, or receipt of purchase) verifying that travel arrangements were made before the employee's long-term illness began. The purpose of this provision is to prevent an employee from being negatively impacted as a result of incurring a qualifying illness in close proximity to a planned travel vacation.

F. U. City Gap Leave

- 1. When an employee has reached their maximum sick leave pool days, the employee will not be permitted to draw any additional sick leave pool days for the remainder of that school year. The employee may then use his/her unused vacation days (if any). However, the District understands that, on occasion, an employee may exhaust all pool days and vacation days, yet not be able to return to work immediately thereafter, but the employee will be able to return to work on the employee's first scheduled workday of the following school year. The District has established the U. City Gap Leave to address this situation.
- 2. If an employee has used their full allotment of pool days the employee may ask to be placed on U. City Gap Leave, <u>provided that</u> the employee's physician first provides written verification that the employee will be able to return to work to perform the essential functions of his/her job (with or without reasonable accommodation as governed by law) on his/her first scheduled workday of the immediately following school year. In such event, the employee will be permitted to remain on U. City Gap Leave through the end of the school year in which the days were drawn from the sick leave pool.

An employee may elect to utilize any unused vacation days during the U. City Gap Leave period. Otherwise, the U. City Gap Leave is without pay. Regardless, the employee's benefits will be maintained during the U. City Gap Leave period.

If an employee is unable meet the requirements for the U. City Gap Leave period, or if the employee fails to return to work on the employee's first scheduled workday of the immediately following school year, the District may seek the termination of the employee as permitted by law and as authorized under District Policies and Articles.

G. Administration and Review

1. Sick Leave Pool Withdrawal

Employees on an approved sick leave will automatically receive the days to which they are entitled, upon medical confirmation of the need to remain absent from work due to medical incapacitation.

2. Appeal to Superintendent

A decision to deny the Sick Leave Pool withdrawal, or to appeal another decision made under this Article, may be appealed in writing to the Superintendent of Schools within three (3) school days of the issuance of the decision at issue. The employee must submit a written explanation of his/her position on the matter so that the Superintendent may assess the situation. No formal hearing shall be held. However, the Superintendent will review the written submission of the employee. The Superintendent may amend, reverse, or approve the Assistant Superintendent's decision.

To help her/him reach a decision on the appeal, the Superintendent may also request that the employee provide additional information that will enable it to make its determination. The decision of the Superintendent shall be final, and the applicant shall have no further appeal rights or right to grieve the matter to the Board.

Confidentiality

The District may refer this Article, and any proposed changes to this Article, to the appropriate meet-and-confer process. However, because of the confidential nature of the employee information submitted, no representative organization shall be granted access to any application materials submitted or to the information contained in the application materials. Application materials will be maintained in a location separate from the employee's regular personnel file, as required by law.

H. Emergency Sick Leave Pool Salary

Those granted sick leave pool days shall receive full pay, less any standard pre-authorized or legally required deductions. Sick leave pool days are treated as income and, thus, subject to PSRS contributions and tax withholdings.

I. Family and Medical Leave Act Coordination

Nothing in this policy shall prevent the District from fulfilling its obligations under, or acting in accordance with, the Family and Medical Leave Act, which is the subject of Article 4315. Further, as noted in the Statement of Purpose and Scope, this Article is not intended to encompass all possible FMLA-qualifying conditions for which an employee may be eligible for leave under Article 4315. Where the FMLA provides rights that are greater than those set forth in this Article, the FMLA will govern.

All days that are drawn from the pool by an FMLA-eligible incident/occurrence shall count against (i.e., run concurrently with) that employee's entitlement of leave under the FMLA.

An employee who has questions about the coordination between the sick leave pool rules

described in this Article and the FMLA should contact the District's FMLA Compliance Coordinator, who is the Assistant Superintendent of Human Resources.

Revised: March 17, 2022; March 8, 2018; March 23, 2017; April 14, 2016; June 19, 2015; June 19, 2009; August 2, 2007; May 2005; May 20, 2004; June 12, 2003

Approved: May 21, 1998

PERSONAL LEAVE ARTICLE 4320.2

Staff may use four (4) days of sick leave per year as personal leave, which, if not used, accumulates as sick leave. Of the four (4) days allotted for personal leave, no more than two days can be consecutive.

Requests for personal leave must be submitted to the principal\supervisor at least three (3) working days in advance of the date leave is to commence, except that in the event of an emergency the staff member will make the request as quickly as possible. Staff do not have to give a reason for the personal leave.

Personal leave may not be used on the day(s) before or after a holiday, on Parent-Conference day(s), on professional development days, or on Mondays and Fridays, except as approved by the principal or supervisor. Requests for such personal leave shall be submitted to the principal/supervisor in writing (via the Absence Management System) at least three (3) working days in advance of the date leave is to commence. The reason for the request may be included. If no reason is given for the request, the personal day can be denied. In the event of an emergency, the 3-day notice may be waived, however, these requests must be sent to the Office of Human Resources for consideration.

The Office of Human Resources shall have the authority to deny personal leave requests when a significant percent of leave requests are made in advance and such percent is deemed to interfere with the needs of the District by exceeding the available substitute resource pool. Excessive use of personal days on Mondays and/or Fridays may warrant disciplinary action.

Absences may be charged against personal leave for the following reasons:

- 1. Tax investigation
- 2. Court appearances, unless applicable law requires no leave be charged to the employee (See Article 4320.4)
- 3. Wedding, graduation or funeral
- 4. Observance of a religious holiday
- Conducting personal business of such a nature that it cannot be performed on a Saturday, Sunday or before or after school hours
- 6. Leave under the FMLA
- Leave connected with duty as a volunteer firefighter, member of Missouri-1 Disaster
 Medical Assistance Team, Missouri Task Force One, Urban Search and Rescue Team or
 activation by the Federal Emergency Management Agency (FEMA) in times of national
 disaster.
- 8. Leave for other purposes as approved by the building principal.

Revised: July 15, 2010; August 2, 2007; January 11, 2007; July 01, 2006; May 20, 2004; June 12, 2003;

September 6, 2001; March 16, 2000; March 17, 2022

Approved: July 9, 1998

BEREAVEMENT LEAVE ARTICLE 4320.3

A maximum of four (4) days bereavement leave will be allowed per occurrence for death in the immediate family. Immediate family shall include father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parents, foster children, step parents, step children, grandparents, grandchildren, or members of one's own household regardless of relationship.

A maximum of two (2) days bereavement leave will be allowed per occurrence because of the death of an uncle, aunt, nephew, or niece. For bereavement leave involving the death of uncle, aunt, nephew, or niece.

One day may be allowed for necessary travel over 300 miles round trip with approval of the The Office of Human Resources.

Bereavement days must be taken consecutively but may be taken before and/or after the events/services. Intermittent bereavement days are not permitted.

The The Office of Human Resources has the latitude to consider requests that fall under special circumstances category. Each case will be dealt with on an individual basis.

A bereavement form must be filled out for each occurrence with a supervisor's signature and then turned in to the Office of Human Resources for final approval. Additional information may be requested regarding proof of attendance and proof of travel distance. If approval is not granted, other type of leave will be used for the days absent.

Revised: April 14, 2016; June 19, 2009; January 11, 2007; July 01, 2006; May 15, 2002

Reaffirmed: May 21, 1998

Leave of Absence Article 4320.6

Upon the recommendation of the Superintendent and the approval of the Board of Education, a teacher of the District may be granted a leave of absence for Non-Family and Medical Leave Act (FMLA) child care, education, or other good cause. Such leave is renewable upon written request for one additional year only. Application for leave is to be made in writing to the Superintendent of Schools via the principal and must include the period for which the leave is requested and the reasons for the request. The period should be set to least disrupt the education of students. Requests for leave for an entire school year should normally be made in writing before March 1 of the preceding year.

If leave is approved by the Board, the teacher is not paid for the period of the leave. Medical, dental, and life insurance benefits may be continued by the teacher by making all payments to the Finance Office, one month in advance.

If a requested leave for educational reasons is approved by the Board, the teacher will provide the District with a written statement of intent to return to duty at the conclusion of the approved leave.

Whenever a leave of absence has been granted by the Board to the end of the school year, the teacher must notify the Superintendent in writing by the first day of March of an intention to resume his/her position at the beginning of the next scholastic year. Failure to notify the Superintendent of such intention will be regarded as a resignation.

Upon completion of an approved leave, provided proper notification is given, the teacher will be reemployed by the District unless placed on involuntary leave of absence if tenured; or, if notified of non-renewal of contract by April 15 if a probationary teacher.

If desired, and whenever feasible, the teacher will be placed on the same or an equivalent position to the one held prior to the approved leave.

NOTE: Leave of absence without pay under the provisions of this article does not apply as

service towards tenure for probationary teachers.

Revised: August 2, 2007 Reaffirmed: June 18, 1998

<u>Sabbatical Leave</u> <u>Article</u> 4320.7

Selection of persons to receive one-half pay for sabbatical leave will be based on the assumption that the person is eligible as follows:

Sabbatical leave for advanced study is an adjunct to the salary schedule. Upon recommendation of the Superintendent and approval of the Board of Education, a certified employee may be granted sabbatical leave of one (1) or two (2) semesters after six (6) full-time years of service in the University City School District, with one-half pay for the period of absence, provided the employee agrees to return to the District to work for a period of three (3) years after the termination of sabbatical leave.

In the event a teacher does not return to the District after completing sabbatical leave, such teacher shall reimburse the District for all expenditures the District incurred on behalf of that teacher during the sabbatical, including the direct salary payments and contributions to retirement. Such payments must be made no later than September 30 of the year in which the teacher had agreed to return. If the employee terminates employment with the District prior to completion of the three (3) year period, proportional repayment to the District must be made.

The approval of sabbatical leave in any given school year will be dependent upon the current and projected financial resources of the District as determined by the Superintendent.

Before recommending a person for sabbatical leave, the following considerations will be used in making the decision to approve or disapprove.

1. Purpose of the Sabbatical Year. Will this investment be of value to the District as well as the individual? Does it relate to the needs of the District? Is it focused on professional development which has possibilities of contributing to better education in University City?

- 2. Quality of Past Work. Has this person made a continuous and important contribution to the District this far? Is this a person whose skills and competencies are needed and cherished?
- 3. Promise for the future. Is the person reaching toward an important career goal in professional education? Given this goal, what is the possibility of the person staying in University City after the sabbatical year.
- 4. Preparation for Sabbatical Year. Is this the most productive time for a sabbatical to occur in the career preparation of the person? Has the person been making preparation for this year: i.e., taking introductory courses that lead into it? Does the sabbatical come at a critical point in the person's career preparation; i.e., necessary to conclude a doctoral or master's degree?
- 5. Length of Time in University City. How many years has this person worked in University City before applying for a sabbatical leave?

Requests for sabbatical year should be made to the Superintendent no later than March 1 of the year preceding the leave requested and should state reasons addressing the above criteria.

Employees granted sabbatical leave continue to receive full insurance benefits paid by the Board. Retirement deductions are based on the full salary of the employee. A sabbatical leave does not apply as service earned for tenure by probationary teachers.

Revised: August 2, 2007 Approved: May 21, 1998

Professional Activities, Training and Professional Growth

GENERAL PROFESSIONAL DEVELOPMENT

ARTICLE 4410

All professional staff are expected to be students of educational research and to make reasonable efforts to improve themselves in the teaching profession. A definite program of in-service education is to be planned and reported each year by each professional employee in cooperation with his supervisors. There are two types of Professional Growth credit: Type II and Type III.

I. Type II Professional Growth

Type II refers to Professional Growth units leading to an annual increment within channel and eventual cross channel movement to a higher channel. Cross channel movement can thus result from an accumulation of 15 to 45 Professional Growth Units beyond a degree. Type II professional growth is measured in Professional Growth units which may be earned in the following ways:

- University credit (one university credit is equal to one Professional Growth Unit). It is
 the responsibility of the employee to have the university transcript sent to the Human
 Resources Office. To receive credit, the employee must:
 - a. Plan a program of study approved by the principal or supervisor and assistant superintendent for human resources using appropriate District forms.
 - b. Fill-out the appropriate forms each semester or summer prior to enrollment in courses.
 - c. Send official transcripts of completed courses to the The Office of Human Resources. This step is necessary for assurance of salary credit.
 - d. Record the course(s) on the appropriate form and attach to the evaluation report prepared by the principal or supervisor.
- Non-university credit can be earned through participation in The University City School District's in-service program, and staff development programs sponsored by approved institutions such as The Learning Center, city Art Museum, and others. Unless specifically stated, the employee seeking credit would pay the fee or tuition costs, if any. National Board Certified teachers may be granted up to six graduate hours toward a channel change for work towards their National Board Certification candidacy and accomplishment, as verified by the American Council on Education.

Employees must meet the following requirements to receive non-university professional growth units:

- a. District-sponsored Type II workshops: Receive advance approval, fulfill the requirements and submit the appropriate forms.
- b. Workshops sponsored by other institutions or individually arranged: Receive

advance approval and follow-up verification and submit the appropriate forms.All professional growth activities are to be listed on the appropriate form and attached to the annual evaluation report.

Type II Professional Growth Units must be approved for credit in advance, not only by one's immediate supervisor, but also by the Assistant Superintendent. An approved list is frequently circulated by the Department of Curriculum and Instruction in the form of an enrollment brochure. Other plans by individuals or groups are also eligible for credit after approval.

II. Type III Professional Growth

Type III refers to Professional Growth units leading to an annual increment within channel and eventual cross channel movement to a higher channel. Cross channel movement can thus result from an accumulation of 15 or 45 Professional Growth Units beyond a degree. Only eight (8) Type III units are usable in any channel change; excess Type III units are treated as Type I.

Type III professional growth is measured in Professional Growth units which may be earned in the following way:

- 1. Service on a District-level committee that requires a minimum of sixteen (16) hours of participation and at least thirty-two (32) hours of individual or subcommittee preparation. Each such committee can provide one (1) Type III unit per school year.
- 2. Service as Mentor for a new employee who is in the first or second year in the profession. The Mentor may opt for Type III credit each year instead of the monetary stipend which is granted to Mentors. (Unless Type III Credit is requested within ten working days after becoming a Mentor, the teacher will receive the stipend.) Service as a Mentor requires a minimum of sixteen (16) hours beyond the school day and at least thirty-two (32) additional hours assisting a new teacher in preparing a two-year Professional Growth Plan and performing other duties.
- 3. Service as a Buddy for a practicing teacher (more than two years of previous experience) who is in the first year of teaching in The School District of University City that requires a minimum of sixteen hours (16) beyond the school day and at least thirty-two (32) additional hours assisting the teacher in becoming oriented to the District.
- 4. Sponsorship of a school club or activity not eligible for an Extra Service Contract. The club or activity must have prior approval of the principal and the Assistant Superintendent for Curriculum and Instruction, meet after school, on weekends and/or vacation periods; involve students drawn from across levels and/or classes beyond the teacher's usual teaching group; and call for specialized skills or leadership qualities on the part of the sponsor as evidenced by experience, interest or talents, as recognized by the principal. Each Type III Unit requires a minimum of thirty-two (32) hours of student contact beyond the normal school day. Sponsorship hours are cumulative during the current school year only and do not carry over from one school year to the next. Time and effort logs are to be maintained by the teacher/sponsor, verified by the principal and forwarded to the Department of Curriculum and Instruction.

Timing and Planning of Professional Growth

In all instances of salary advancement, the evaluatee and evaluator shall discuss goals and objectives so that the administrator may understand and approve these before October 1 for the coming year, types of in-service that are appropriate for the individual, and how the new techniques or knowledge will be used to help the students. Plans may be made much in advance of October 1 by teachers who are not new to the District. April or May planning for the next year is desirable because of summer opportunities. Professional growth credit obtained after March 1 counts for the following year. A statement of professional growth for the current year shall be recorded by the evaluatee on the form "Professional Growth 1," attached to the evaluation report that is prepared by the principal and/or supervisor, and sent to the Superintendent. These records are ultimately filed in the Human Resources Office.

Not Counted for Professional Growth Credit

Tasks assumed to be a normal ongoing part of professional preparation for high quality teaching are excluded from consideration for salary credit. These are such tasks as those related to organizing storage or arrangement of materials, preparing lesson plans, contacting resources, preparing progress reports for students, engaging in parent conferences, diagnostic analysis, planning for one's own students, conferring with other teachers and administrators, attending faculty meetings, and other in-service activities that are considered a normal part of the work of a competent teacher.

The following activities are also assumed to be a part of the contractual agreement:

- Cooperation with resource persons who offer "demonstration teaching" and other kinds
 of assistance to teachers for the purpose of introducing new and improved curriculum
 plans and instructional processes.
- Attention to detailed record keeping for students so that diagnostic test data and other information is used to move each student along at his or her optimum pace without gaps or duplications in the individual's instructional program as the student goes through school.
- 3. Attention to the needs of students for someone to listen to them with ready availability of staff for counseling, conferencing, helping, and building rapport with students and parents.

Some Considerations

Professional Growth Type I may be recognized, however, in particular cases in which the evaluatee and evaluator have identified needs or extreme deficits that require strengthening in areas listed above. Suggestions might include a planned program of reading, visits, consultations, tryouts of new ideas, use of new packages, etc.

Involvement in Decisions about Professional Growth Programs

1. Individuals will plan their own professional growth programs with their supervisors. This will be a part of the usual planning and evaluation process as described in the Teacher

Evaluation Program prepared by a committee of teachers and administrators.

- 2. Suggestions and proposals for workshops and in-service programs to be organized by the District may be submitted at any time. Forms and criteria for allocating money or credit are provided on request from the Curriculum Office.
- 3. Individuals' ideas and concerns can be made known to in-service planners through the customary communication channels of the District: teacher to principal to appropriate central office personnel. The Professional Development Committee is charged with organizing workshops and in-service opportunities within the District to meet expressed priority needs.
- 4. In the event of disagreement on interpretation of professional growth requirements in specific cases, the Professional Development Committee would serve as an advisory body to consider the issues and recommend a solution or disposition of the case to the Superintendent.

The various forms described herein are available in Human Resources or from each school office.

Revised: March 8, 2018; July 17, 2008; January 11, 2007; July 01, 2006

Adopted: June 18, 1998

Compensation

SALARY GUIDES ARTICLE 4512

Salary Advancement and Placement

A 30-year salary schedule is in effect for all teachers other than those on the BA Channel. These other Channels (BA+15, MA, MA+15, MA+45) were added to encourage teachers to continue formal education after their degrees had been granted. Graduate level courses which have been taken in the past or may be taken in the future must be approved by the Superintendent or designee if they are to be counted toward the other channel classifications.

The top of the BA schedule is Step 14 and no further advancement may be made without 15 additional college hours or Type II credits. The top of the BA+15 schedule is Step 20 and no further advancement may be made without a Master's Degree.

Teachers who have previously been held at the top of the BA and BA+15 schedule for two or more years, who then qualify for a change of channel, will move over to the appropriate channel and down two steps at the time of change.

Original Placement on Salary Schedule

The Superintendent recommends the placement of newly-employed teachers upon the salary schedule. Teachers without previous teaching or related experience are recommended for placement at the fourth step on the salary schedule. Current practice is that teachers with prior teaching and/or related experience are placed on the salary schedule by the Superintendent after careful evaluation of training, experience and recommendations. Original placement on the salary schedule will be subject to the following guidelines:

- One year's credit for each year of full-time contractual teaching for the eight years prior to employment by the District. A maximum of 10 years of credit may be given.
- No staff member will be placed on a step lower than 4.
- Steps 1-3 will only be taken into consideration with granting credit for experience.
- The Superintendent may make exceptions to credit for experience in instances of exceptional need. Documentation of the need and exception will be maintained in the employee file and the Superintendent's office.

Normal Advancement

- a. The Superintendent, after consultation with principals and other supervisory personnel, will recommend the placement of the regular members of the teaching staff on the salary schedule.
- b. To remain at the maximum, a teacher must continue to render better-thanaverage service.

c. Each teacher is evaluated in accordance with the Board's policy on teacher evaluation

Change of Channel

For a teacher to qualify for the channels designated as BA+15, MA, MA+15, or MA+45, graduate level courses which have been taken in the past <u>after</u> the granting of the degree or which may be taken in the future must be approved by the Office of Human Resources. The subject matter of approved courses should be related to the work the teacher carries on in the school system and must be from a degree-granting institution or from the District's professional growth program. Human Resources will notify teachers of credit approval for college courses, Type II and Type III credit approval, no more than ten (10) business days after receiving the completed "Application for Approval of Courses" or "Professional Growth Credit" form. For a change in channel to become effective for any given semester, a written request, as well as the necessary degrees, hours, or credit must be granted and submitted via official transcript from the institution to the The Office of Human Resources no later than August 31 or January 31. The The Office of Human Resources must receive advanced notice of electronic transcripts.

National Board Certified teachers may be granted up to six graduate hours toward channel change for work towards their National Board Certification candidacy and accomplishment, as verified by the American Council on Education. Application for credit must be made on District "Approval of Graduate Courses" form used for other graduate course approval.

Revised: March 23, 2017; March 13, 2014; July 17, 2008; August 2, 2007; January 11, 2007; July

01, 2006; May 19, 2005; September 6, 2001

Adopted: June 18, 1998

SALARY CHECKS AND DEDUCTIONS

ARTICLE 4516

All staff members are paid twice each month, normally on the fifteenth and the last day of the month. When a regularly scheduled payday falls on Saturday, Sunday, or a holiday, paychecks are distributed on the last working day prior to the fifteenth or last day of the month.

Teacher Salary Payments:

All teachers and other academic year contractual staff will be paid over 12 months in 24 payments starting the 31st of August, for the period August 31st through July 15th. First year certified employees have the option of being paid over 12 months in 25 payments starting the 15th of August, for the period of August 15th through July 15th.

Any teacher or other academic year contractual staff who is currently being paid over 10 months shall be grandfathered and may continue to be paid over 10 months in 20 payments, for the period August 31st through June 30.

June, July, and August checks will be mailed to the direct deposit institution. Any emergency situation

will be addressed on an individual basis by the Chief Financial Officer.

Educational Support Staff Salary Payments:

For all full and part-time non-contractual employees, the total compensation is prorated over the appropriate number of pay checks as indicated in the employee's Letter of Employment.

Hourly Based Employee Salary Payments:

For all hourly paid employees and substitute teachers, the hours worked during the period from the first day through the fifteenth day of the month are paid on the last day of the month payroll. Hours worked during the period from the fifteenth through the last day of the month are paid on the fifteenth of the next month payroll.

Daily Rate of Pay:

- A. A daily rate of pay for certified staff will be determined by dividing the annual salary by the number of working days in the contract year.
- B. The daily rate of pay for certified staff is determined by Channel and Step on the appropriate Salary Schedule for the current year. This amount is also indicated on the letter of employment sent to full and part-time educational support staff members. Daily rate can be determined by multiplying number of hours per day by hourly rate.

Salary Deductions:

Federal Withholding Tax - retained for the Collector of Internal Revenue as payment on the employee's Federal Income Tax for the current year. The amount withheld is determined by salary and the number of dependents. No salary check will be issued until all withholding forms are submitted.

State Withholding Tax - retained for the Missouri Department of Revenue. The amount withheld is determined in the same manner as the Federal Income Tax. Employees may authorize additional sums to be withheld by notifying the payroll department in writing and completing a new W-4 form indicating the additional amount to be withheld each pay period. Any employee who has not received both the State and Federal employee's withholding exemption certificates should notify the Human Resources Office. No salary checks will be issued until all withholding forms are submitted.

Before October 1, each employee is responsible for making a careful study of all withholdings and establishing the amount to be withheld. If changes are necessary for the second semester, the payroll department should be notified in writing on or before January 1.

Public School Retirement System of Missouri (PSRS) - All full-time teachers, part-time teachers who work seventeen (17) hours or more per week and certificated support staff employees who work at least half-time automatically become members of this program.

OR

Public Education Employees Retirement System of Missouri (PEERS) - Part-time teachers who work less

than half time, substitute teachers and non-certificated employees who work twenty (20) or more hours per week on a regular basis for thirty (30) calendar days are members of this program and are also covered by Social Security.

Social Security - (F.I.C.A.) All employees of the District who are not members of the certified teacher section of the Missouri Public School Retirement System are covered by Social Security, and seven and sixty-five hundredths percent (7.65%) will be withheld from their pay to cover the mandatory contribution. Employees who are members of the certified teacher section of the Missouri Public School Retirement System are not covered by Social Security.

Medicare - Those certified employees appointed after April 15, 1986 are subject to the Medicare portion of Social Security, i.e. one and forty-five hundredths percent (1.45%) which shall be withheld from their pay.

Tax Shelters and Deferred Compensation Plans - The Board of Education has approved employee participation in Tax Sheltered Annuity and/or Tax Sheltered Account, both known as a TSA, as allowed by IRS section 403(b), and Deferred Compensation Plans, as allowed by IRS section 457. The School District provides for payroll deduction and processing for participating employees.

Under these programs, a District employee may authorize the Board of Education to withhold a specified amount of salary for any contract or employment year. The employee may participate in any eligible program offered by companies on the District's authorized deduction list. A revised contract authorizing the withholding for such programs must be filed in three copies with the Business and Finance Office no later than August 31 to become effective in September, or December 31 to become effective in January, or in the case of teachers newly employed, before the first pay check.

No new program sponsors will be added except when ten (10) or more employees opt to enroll and participate with new proposed sponsor. In addition, when a program has less than five (5) active participants, that sponsor shall be eliminated from the District's authorized deduction list. Those participants in such a program may remain until all participants voluntarily withdraw. Once program has been eliminated from the District's authorized list, it must meet the ten (10) member requirement in order to be reinstated.

Participating employees should carefully consider the potential for growth and the risk factors involved when investing in any of the above programs. While the District provides for payroll deductions and processing of payments, such investments are optional and the sole responsibility of the participating employee.

Savings Bonds - Employees may authorize payroll reduction for the purpose of purchasing United States Savings Bonds as issued by the Department of the Treasury. The School District provides for payroll deduction and processing for participating employees.

Direct Deposit – All employees are compensated via mandatory direct payroll deposit, which is currently available through the District's repository bank and/or the designated credit union.

Salary Deductions - Any staff member may authorize additional voluntary deductions from District approved options.

Revised: June 19, 2015; May 21, 2015; February 1, 2007; July 13, 2006; March 16, 2000; June 17, 1999

Approved: May 21, 1998

SALARY CHECKS AND DEDUCTIONS: EXEMPT

ARTICLE 4516.1

The District will provide accurate compensation in compliance with all applicable state and federal laws. To ensure that no improper deductions are taken and proper payment is made for all time worked, employees must correctly record all work time and review paychecks promptly to identify and to report any errors.

Paycheck Review

Every effort is made to ensure correct salary payments. In the event of inadvertent mistakes, the District will promptly make any correction necessary to provide entitled pay as required by law. Employees should immediately review each pay stub when received to ensure accuracy and report any suspected errors as outlined below.

EXEMPT EMPLOYEES

Exempt employees receive a salary, which is compensation for all hours worked for the District. This salary is established at the time of hire and classification as an Exempt Employee. This salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of work performed and may be subject to review and modification periodically, such as during salary review times.

Salary is subject to certain deductions under federal and state law. Absent contrary state law requirements or a specific employment contract executed by a duly authorized representative of the District, salary can be reduced for any of the following reasons:

- Full day absences for personal reasons
- Full day absences for sickness or disability (which absence my otherwise be paid through Policy 4320.2 if applicable).
- Full day disciplinary suspensions for infraction of the District's written policies and procedures.
- Full day disciplinary suspensions for violations of workplace safety rules of major significance.
- Family and Medical Leave Act absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event of less than a full week of work.

Salary may also be reduced for certain types of deductions such as the family portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or, voluntary contributions to a 403(b) or pension plan.

In any workweek in which work is performed, salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Absence on the day before or after a paid holiday or because the facility is closed on a scheduled

workday.

- Absences for jury duty, attendance as a witness, or military leave in any week in which any work is performed.
- Any other deductions prohibited by state of federal law.

An employee's accrued personal or other forms of paid time off may be reduced (deducted) for full or partial day absences for personal reasons, sickness or disability.

The District does not permit any payroll deductions unless approved by the Office of Human Resources and all deductions made from any exempt employee's salary will be made in good faith and in compliance with applicable law. No supervisor or other employee of the District has the authority to order any deductions from an exempt employee's compensation without the approval of the Office of Human Resources.

Questions about any deduction from a salary check should be immediately directed to the Office of Human Resources. Suspicions that improper deductions have been made or pay does not accurately reflect hours worked should be immediately reported to the Office of Human Resources and to the immediate supervisor. A District Pay Deduction Investigation Request form must be completed to specify the circumstances of the pay deduction and whether it has occurred on other occasions.

The District will fully investigate every report of a potentially improper pay deduction, including reviewing appropriate pay records and interviewing persons responsible for the deduction. If the deduction was in fact improper, the District will make reimbursement as promptly as possible, but in no case longer than two pay periods from the identification of the problem. The individual(s) responsible for the error will be investigated further to determine if the error was an isolated incident or instead may be part of a pattern of conduct that requires further action on the part of the District.

Violations of this regulation, if appropriate under the circumstances, may result in disciplinary action, up to and including termination of employment. In addition, the District will not allow any form of retaliation against individuals who report alleged violations of this regulation or who cooperate in the District's investigation of such reports. Retaliation is unacceptable, and any form of retaliation will result in disciplinary action, up to and including discharge.

Revised: March 23, 2017; January 11, 2007; July 01, 2006

Approved: January 13, 2005

BENEFITS ARTICLE 4520

Benefits in addition to basic salary are recognized by the Board of Education as an integral part of the total compensation plan for professional staff members. The benefits extended to the staff will be designed to promote its present and future economic security.

Medical, Dental, Vision and Life Insurance

The Board provides group medical, dental, vision and life (with AD & D) insurance for all full-time employees and shares one-half of the cost of coverage for half-time employees. Employees who work

part time, but at least thirty hours per week will have 80% of their medical coverage provided by the District and will then be responsible for the remaining 20% of coverage.

Insurance coverage for professional employees is effective the first day of work specified in the employee's contract. Coverage for support staff (those not working under a contract) is effective the first of the month following sixty (60) days of work. Payroll deductions are in ten (10) payments for twelve months of coverage.

Changes in coverage, submitted in writing to the Office of Human Resources, can only be made during open enrollment periods, currently the month of September. Requests for changes will not be honored at any other time except in cases of change in marital status or newborn child, or other carrier-defined "Qualifying Event."

Full-time employees who "opt-out" of the District's benefits plan will receive a \$125 monthly stipend. Proof of insurance must be submitted to the Human Resources Department before the stipend is authorized.

Employees who belong to the Missouri Public School Retirement System will have the appropriate amount of the insurance premium deducted from their paychecks to cover mandatory contributions to the retirement system, as per membership and statutory requirement.

Optional Medical and Dental Insurance

The District has made arrangements for an employee to purchase optional medical and dental insurance for their spouse and/or dependent children at the employee's expense. The optional medical insurance must be with the same plan as the employee's plan. Payments for optional insurance must be made through payroll deduction. Availability of this benefit depends on employee participation and insurance companies willing to provide the coverage.

Optional Life Insurance

The District has made arrangements with a life insurance company to make available term life insurance for District employees, at the employee's expense, at a group rate. Payments for this insurance must be made through payroll deduction. Availability of this benefit depends on employee participation and insurance companies willing to provide the coverage.

Optional Short-Term Disability Plan

The District will make available to employees, on a voluntary basis, a short-term disability plan with coverage (67% of the employee's salary) effective for 30 days, with a 30 day waiting period. Employees must use all leave days before this coverage would take effect. The District would pay 50% of the premium, assuming the employee pays the remaining 50%. This plan will be negotiated through the District's Insurance Committee. Employees will have the option of using District and vendor-purchased disability plans concurrently.

Section 125 Plan

The District will make available an IRS Section 125 Plan for those employees who make medical and/or dental insurance premium contributions through payroll deduction, for medical reimbursement and/or for child and dependent care expenses and other provider available options.

Employee Assistance Program

The District provides confidential, professional counseling services for all full-time employees, part-time certified staff, part-time support staff members who are enrolled in the group medical plan plus those employees on optional medical coverage, and their immediate family members.

Liability Insurance

All employees of the District are covered by a Comprehensive General Liability insurance policy.

Worker's Compensation

Employees injured on the job and unable to continue with regular duties will receive benefits paid by the Board according to the Worker's Compensation Act of the State of Missouri. All rules and regulations related to that process will be followed. Employees driving District owned or subsidized vehicles are not covered by Worker's Compensation when driving such District owned vehicles to or from the home.

The medical provider for claims under Worker's Compensation shall be determined by the requirements of the District's insurance carrier. Notice of the designated provider will be distributed to each building/office annually

There is a three-day waiting period prior to an employee receiving benefits. During those three days and <u>only</u> at that time is an employee eligible to use accumulated sick leave. After the three-day waiting period worker's compensation benefits will begin and an employee's salary normally paid by the District will be discontinued until the employee is allowed to return to work. Returning to work requires written authorization from the worker's compensation physician.

While out due to injury, and under worker's compensation, an employee will receive monetary compensation only under worker's compensation benefits. Employees do not have the option to select how they are paid. Employees will not receive normal salary compensation from the University City School District while they are convalescing.

Unemployment Compensation

The District provides unemployment compensation to eligible individuals in compliance with the Missouri Division of Employment Security.

Benefits Committee

A Benefits Committee shall cooperatively review specifications and detail coverage for insurance and make recommendations regarding the carriers. The Benefits Committee will be composed of representatives of the UCEA, UCFT, food service, secretarial, custodial/maintenance, administrative and retired employees, plus the benefits consultant. The recommendations of this committee shall be presented to the Superintendent for presentation to the Board for its consideration.

Revised: June 19, 2015; August 7, 2008; July 13, 2006; June 12, 2003; September 6, 2001 Approved: June 18, 1998

TUITION ASSISTANCE ARTICLE 4530

The Board of Education recognizes the value of professional study and shall provide tuition reimbursement for employees who successfully complete graduate level courses from a Missouri Department of Elementary and Secondary Education approved college or university when those courses have received prior approval from the superintendent or designee.

- 1. The maximum dollar amount of reimbursement per credit hour shall not exceed that which is charged for graduate hours by the University of Missouri St. Louis or the actual cost, whichever is lower.
- Twelve (12) graduate credit hours shall be the maximum number of credit hours per teacher for reimbursement in any school year beginning with the fall semester and concluding at the end of the following summer session.
- 3. The District shall not reimburse any course for which the teacher incurs no tuition cost nor for any incidental costs, including but not limited to textbooks, supplies, registration fees and parking fees.

Upon successful completion of the course with a grade of "A" or "B", the teacher must provide the Office of Human Resources with an official transcript and an original verification of payment.

Official transcripts and verifications of payment for classes taken from August through July of the current school year must be turned in by September 15th of the next school year for the payment no later than October 31st. If an extension to the listed due date is required, it must be approved by the Office of Human Resources. Tuition reimbursement approval is only for classes related to the business of the school district.

Tuition Reimbursement from the District must be repaid (based on payment to the employee) if the employee leaves within one year at the rate of 100% and within two years at the rate of 50%. Employees eligible for ESIP would be exempt from this clause.

A tuition cap of \$100,000 for the District will be implemented for the payment made in October of the following school year. Each staff member will be reimbursed up to the cost of 6 credit hours at the UMSL rate. Requests for reimbursement that exceeds this amount will be prorated up to \$100,000. The District shall make no payment to employees separated from the District at the time of reimbursement.

Revised: March 23, 2017; April 14, 2016; March 13, 2014; January 11, 2007; July 01, 2006; May 15, 2002;

Professional Expectations

PROFESSIONAL EXPECTATIONS ARTICLE 4601

In addition to that which is outlined in Board Policies BPGCN, GBCB, and GBH, the Board of Education expects that each professional and support staff member shall put forth every effort to promote a quality instructional program in the District. In building a quality program, employees must meet certain expectations that include, but are not limited to, adhering to the following:

Students Living with Staff

The District does not permit its students to live, either temporarily or permanently, with employees of the District unless legally authorized under law. Accordingly, District employees are prohibited from inviting or allowing District students to reside with them, regardless of the duration of the student's stay.

An employee who is the natural custodial parent of a student, or who otherwise has acquired court-approved legal guardianship over the student, is exempted from this prohibition. A power of attorney document does not constitute legal guardianship and, as such, is unacceptable for this purpose.

Guidelines for Physical Altercations

Emergency Preparedness Guidelines for fighting will be enforced by Administration and Staff

- Prevention Administrators, certified and support staff should assist students with developing a sense of community within the school environment – emphasizing real-life, non-violent strategies for eliminating conflict.
- Prevention Administrators, certified and support staff should closely supervise students throughout the school day. When signs of a conflict arise, e.g., raised voices, posturing, explicit language, etc., the employee should attempt to de-escalate before the situation becomes physical.
- Intervention Call for assistance immediately facility assistant, administration, main office, student envoy, etc. when a physical altercation occurs.
- Intervention Use a calm, firm voice as an intervention strategy when a physical altercation occurs.
- Intervention Employees are encouraged to avoid the risk of injury when attempting to
 physically intervene. Employees who physically intervene and fall subject to injury, will
 receive medical treatment by the District's Worker's Compensation physician.

 No employee shall fall subject to disciplinary action if he/she exercises the option of physically intervening (in a reasonable manner) or getting assistance when an altercation occurs.

<u>Guiding Principles for Professional Growth Plans (PGP) and Performance Improvement Plans</u> (PIP)

- Missouri Revised Statue (RSMO) 168.126 will be heeded regarding the duration of Performance Improvement Plans for probationary teachers.
- Missouri Revised Statute (RSMO) 168.116 will be heeded regarding the duration of PIPs for permanent teachers.
- Board approved forms will be used for all PIPs.
- Board of Education Policies and Regulations will be adhered to during the creation, implementation and completion of PIPs.
- In accordance with approved Board of Education grievance guidelines, teachers have an employee right to file a grievance when PIP goals, objectives and timelines are not adhered to.
- Professional Conduct standards set forth in Board of Education Policy will be adhered to by administration and certified employee during the PIP process.
- In accordance with Board of Education Policy, "proficient is the performance standard expected of all teachers. Those who are working below the proficient level of performance on any criteria/descriptors as determined by his/her administrator/supervisor should give immediate attention to improving performance. Teachers who do not meet the expectation in any criteria/descriptor as determined by his/her administrator/supervisor will be required to address improvement through a Professional Improvement Plan (PIP)."

PROFESSIONAL APPEARANCE STANDARDS

ARTICLE 4601

A. Minimum Standards

The minimum standard of professional appearance for all School District of University City employees shall be as follows:

- During the workday and anytime employees attend work-related activities, employees shall
 exhibit a professional appearance. Employees who have questions regarding acceptable dress in
 these instances should consult with their supervisor.
- All employees shall be physically clean, neat and well groomed.
- All employees shall wear their identification badges at all times during the workday.

The following shall be prohibited:

- Excessively short, revealing, and/or tight fitting clothing;
- Undergarments may not be visible;
- Clothing or lack of clothing that is disruptive, provocative, revealing, indecent, vulgar, or obscene;
- Revealing cleavage, bare midriffs and excessively tight clothing;

- Clothing which promotes alcoholic beverages, tobacco, or the use of controlled substances by words or symbols, including marijuana;
- Clothing which contains profanity, nudity, depicts violence, or is sexual in nature by words or symbols;
- Sandals with flip flop style strap or bedroom shoes/slippers;
- Tank tops or spaghetti strap tops, unless covered;
- Visors, sunglasses, sweatbands, and bandanas (may be worn outside but must be removed when inside the workplace);
- Athletic wear (may be worn by Physical Education teachers and coaches when teaching/coaching);
- Leggings, "skinny jeans" or other excessively tight fitting pants unless covered by a top or dress;
- Any item of clothing or jewelry that creates a disruption of the school environment/learning
 activities or workplace environment, or that poses a threat to the safety and well-being of
 students or staff.

The Superintendent or designee is authorized to approve, on a case-by-case basis, exceptions to the Minimum Standard of Professional Appearance for employees who wear culturally or ethnically-based clothing. Exceptions must be requested and granted prior to the employee's wearing the clothing to work.

B. Enforcement

The Superintendent or designee shall be responsible for enforcing the Minimum Standards of Professional Appearance based on his/her evaluation of the impact an individual's appearance has upon the organization's climate, educational processes or work-related activities. The Superintendent or designee shall be the final judge as to whether the employee is in compliance with the Minimum Standards of Professional Appearance Agreement.

Revised: March 23, 2017; June 19, 2015

Adopted: March 1, 2012

Separation

RESIGNATION ARTICLE 4710

Certificated employees who wish to resign should address a letter of resignation to the Superintendent with copies to the Office of Human Resources and the principal or supervisor. The letter should state reasons and an effective date for the resignation.

It is the practice to recommend a release from contract for those certificated employees who request to resign prior to June 1 when there is good cause. After June 1, a certificated employee may petition the Superintendent to recommend a release from contract for extremely unusual reasons. Should the Superintendent decline to recommend a release and the certificated employee leaves the District, the District reserves the right to pursue any and all legal options available to it.

To be released from a teaching contract after July 1st, the employee will be required to pay \$1500, and after August 1st pay \$2500 unless the teacher is promoted to Educational Administration. The School Board can waive this penalty based on an individual's request due to extenuating circumstances.

Revised: April 14, 2016; January 11, 2007; July 01, 2006; September 6, 2001; March 16, 2000 Reaffirmed: July 8, 1998

RETIREMENT BENEFITS: GROUP MEDICAL, DENTAL AND VISION BENEFITS

For 18 months, the District will pay \$450/month towards the premiums for <u>individual</u> medical, dental, and vision coverage under the District's group health insurance plan – only – for certified employees under the following conditions:

- Retiree will have a minimum of fifteen (15) years of service with SDUC
- Retiree will be eligible for retirement with PSRS
- The District will not pay premiums for coverage under any other health insurance plan, and will not pay premiums for dependent coverage under this Plan.
- All promises to pay premiums for insurance coverage under this Plan are conditioned on the
 willingness of the District's then-current insurance provider to provide such coverage. In the
 event that the insurer will not provide coverage beyond the period required by COBRA, the
 certified employee fails to comply with the requirements for electing initial or extended
 coverage, or for any other reason the insurer denies coverage for the certified employee, the
 District shall have no obligation under this Plan to provide coverage or compensate the certified
 employee for loss of coverage.
- Retiree portions of the payment of premiums under this section shall begin on July 1 of the year
 of separation, with coverage to end on January 31 of the final year of coverage.
- Certified employees must submit any portion of the premiums for which they are on a timely basis. The District's obligation to remit partial premiums under this Plan shall terminate immediately and permanently upon the certified employee's initial failure to submit, by any applicable deadline, the certified employee's portion of the premium due.

- The District will not pay premiums if the retiree withdraws from or otherwise becomes ineligible for retiree health insurance coverage.
- In accordance with Missouri law and the District's insurance provider, retirees who do not elect retiree health insurance coverage within one year following separation from the District or who withdraw from retiree health insurance coverage after retirement will lose eligibility for coverage under the District' plan.
- Retirees must provide written notice to the Business & Finance Office at least sixty (60) days
 prior to the final date of coverage under this Plan regarding whether they wish to continue
 coverage thereafter, which coverage shall be at their own expense.
- The payment of insurance premiums for insurance coverage becomes the sole responsibility of the former certified employee after the benefit period provided in this Plan has expired.
- The District's obligation to pay insurance premiums will terminate upon the death of the individual certified employee.

RETIREMENT BENEFITS: PAYMENT FOR UNUSED SICK LEAVE

Certified employees who retire may also be eligible for payment for unused sick in accordance with Board policy.

Certified employees who wish to retiree under PSRS/PEERS and have 15 years of service with SDUC must notify the District by April 15th of the year in which the employee intends to retire.

PAYMENT FOR UNUSED SICK LEAVE

Certified employees who retire from the District after having been employed by the District in a certified position for at least 15 years and who <u>are eligible</u> for retirement under PSRS/PEERS will receive payment for each day of unused accumulated sick leave at the rate of 30% of the certified employee's final daily rate or \$45 per day, whichever is higher, as determined by the certified employee's salary during the Final Contract Year.

Payment for unused accumulated sick leave will be made on or before July 31 of the year in which the certified employee separates from the District, and shall be subject to all deductions required and/or authorized by law.

The Board of Education may amend, modify, or repeal this policy, in whole or in part, at any time, including but not limited to the amount of each payment to be remitted to the certified employee – provided, however, that any and all Separation Agreements entered into pursuant to the Early Separation Incentive Plan for certified employees that have been approved by a majority of the whole Board and signed by the parties prior to such amendment, modification, or repeal shall be honored in accordance with the terms of such Agreement.

Revised: March 17, 2022 March 8, 2018

Revised: June 19, 2015 Approved: December 2, 2010

Staff Welfare

GRIEVANCE PROCEDURE ARTICLE 4850

PURPOSE

The purpose of the procedure is to secure, at the lowest possible level, the equitable solutions to problems which may from time to time arise affecting teachers or other staff members.

Nothing herein will be construed as limiting the right of any teacher or staff member having a problem to discuss the matter with any appropriate administrator and having the problem resolved, provided the resolution is consistent with the Board's policies and articles.

2. DEFINITIONS

<u>Grievance</u> - A grievance shall be a claim by a teacher or staff member, or an Association on behalf of a group of teachers or staff members, that there has been a violation, misinterpretation, or misapplication of the terms of the teacher(s) contract, or that there has been a violation of an Article of Agreement or Board of Education Policy.

<u>Grievant</u> - A "grievant" is a teacher or staff member asserting a grievance on his/her behalf, or an officer of an Association who is a Board employee asserting a grievance on behalf of a teacher or staff member.

<u>Teacher</u> - A "teacher" is any employee of the School District of University City who has a teaching certificate in the field or fields in which he/she is teaching and whose term and condition of employment are basically covered in a written contract signed by the staff member and Board representative, or by a continuing contract as specified in the Missouri Tenure law.

<u>Immediate Supervisor</u> - An "immediate supervisor" is an administrator (does not include Department Chairperson) possessing that degree of administrative authority next in rank above the grievant. By this definition, an individual grievance shall be filed at Level One.

<u>Party In Interest</u> - A "party in interest" is an official representative of either the Association or the Board who might be required to take action or against whom action might be taken in order to resolve the grievance.

Work Day - A "work day" is a day when classroom teachers or staff members are on duty.

3. Filing and notification of grievance:

- (a) A grievance must be filed in writing within ten (10) working days or two calendar weeks, whichever is longer, of the occurrence.
- (b) The written grievance will be filed with the immediate supervisor, copy to the Association (UCEA), as appropriate.
- (c) The grievance procedure may be initiated at either the Informal level or at Level One.
- (d) Provided the Association and the Superintendent agree, the Informal level and Level One of the grievance procedure may be by-passed and the grievance brought directly to the next step. (Level Two).

4. Grievance Processing:

(a) <u>Informal</u>: The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. When requested by the teacher or staff member, a representative of an Association may assist in this resolution. In order to retain informality, it is suggested that only the grievant and administrator be present.

The informal hearing will be held within five (5) working days of the request for an informal hearing under the grievance procedure.

If the grievance is resolved at the informal level, the written grievance is returned to the grievant.

(b) <u>Level One</u>: If the grievant is not satisfied with the disposition of his/her grievance at the informal level, or if no decision has been rendered within five (5) working days or one calendar week, whichever is longer, after the informal meeting, he/she shall present the grievance in writing to an Association to be filed with the appropriate supervisor within five (5) working days, or one calendar week, whichever is longer.

The supervisor will schedule a meeting within five (5) working days after receipt of the grievance.

The supervisor will provide the grievant with a written answer on the grievance within five (5) working days or one calendar week, whichever is longer, after the meeting.

(c) <u>Level Two</u>: If the grievant wishes to continue his appeal, or if no response has been rendered within the Level One time frame, he/she shall refer the grievance to an Association to be filed with the The Office of Human Resources or his/her designee within five (5) working days or one (1) calendar week, whichever is longer, after receipt of the Level One answer. The Office of Human Resources shall schedule a date, time and place of meeting with the grievant, such meeting to be held within five (5) working days or one (1) calendar week, whichever is longer. This private meeting will consist of the The Office of Human Resources or his/her designee, the grievant, the Immediate Supervisor, and appropriate Association representation.

Any witnesses deemed necessary to develop facts pertinent to the grievance may be asked to appear at the meeting. Upon conclusion of the meeting the Office of Human Resources will have five (5) working days or one (1) calendar week, whichever is longer, in which to provide the grievant with a written answer.

(d) Level Three: If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no response has been rendered within the Level Two time frame, such grievance shall then be filed by the Association with the Superintendent's office within five (5) working days, or one (1) calendar week, whichever is longer, after receiving the written response. The Superintendent, or his/her designee, will represent the Administration at Level Three of the grievance procedure. The Superintendent, or his/her designee, will meet with the grievant in an effort to resolve the grievance; such meeting to take place within five (5) working days or one (1) calendar week, whichever is longer,

- after receiving the written grievance. Upon conclusion of the meeting, the Superintendent will have five (5) working days or one (1) calendar week, whichever is longer, in which to provide the grievant with a written answer.
- (e) Level Four: If the grievant is not satisfied with the disposition of his/her grievance at Level Three, he/she may request that the UCEA submit his/her grievance to the Board. The appeal for a board hearing must be made to the Board within five (5) working days or one (1) calendar week, whichever is longer, after the grievant receives an answer at Level Three. To do so, the grievance is filed with the Superintendent's office. The Board shall find a reasonable time for the hearing of the appeal, and shall give due notice of the time and place. After completion of the hearing, the Board shall inform the interested parties within five (5) working days or one (1) calendar week, whichever is longer, of its decision.

5. PROVISIONS

- (a) The Board acknowledges the right of each teacher or staff member to have an Association grievance representative participate in the processing of a grievance at any level and no teacher may be required to discuss any grievance if the Association's representative is not present. If an attorney is to be present at a hearing, the administrator or Board must be notified at the time the grievance or appeal is filed.
- (b) Class action grievances involving more than one immediate supervisor, teacher or staff member may be filed at Level Two.
- (c) No reprisals of any kind will be taken by the Board or school administration against any teacher or staff member because of his/her participation in this grievance procedure.
- (d) The Board and the administrator will cooperate with the Association in its investigation of any grievance, and, further, will furnish the Association with such information as is requested for the processing of any grievance.
- (e) All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.
- (f) Nothing contained in the foregoing procedure or provisions shall be understood to prevent or preclude the Superintendent from directing or administering personnel in the best interest of the school system, subject to the review provided from therein.
- (g) A grievance may be withdrawn at any time without prejudice or precedent.
- (h) The result of grievance procedures over personnel matters shall be appropriately reflected in personnel folders.
- (i) Failure 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 unless the time limits have been extended in writing by mutual agreement of the grievant and any person with whom the grievance is filed or appealed.

- (j) The grievance must state the contract provision, written Board policy or article, claimed to have been violated, the action which is claimed to constitute such violation and the relief requested, if known.
- (k) Teachers and staff members who have a concern not covered by this procedure may pursue it along the normal lines of oral or written communication with their immediate supervisor, the The Office of Human Resources, the Superintendent, and/or the Board.
- (I) At all levels of the grievance procedure witnesses will only be present when offering direct testimony as related to the alleged grievance.
- (m) <u>Time Limits</u> The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- (n) Year End Grievances will be processed within a time frame which is mutually agreeable to all parties in interest.
- (o) Both parties agree that the discussions during these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- (p) If, through no fault of the grievant or the immediate supervisor, an informal hearing cannot be held within the prescribed time limits from occurrence or knowledge thereof, the informal level may be bypassed.
- (q) A written response shall be forthcoming at Levels One through Four of this procedure.
- (r) No new data can be added after presentation at Level One (1) since each subsequent level is an appeal of the action at the prior level.
- (s) The President of the Board controls the conduct of the Level Four hearing, establishes procedures and rules on disputes.

Revised: June 19, 2015; June 14, 2007; January 11, 2007; July 01, 2006

Approved: July 8, 1998

PROCEDURES FOR HANDLING COMPLAINTS

ARTICLE 4855

- I. ADMINISTRATIVE PROCEDURES FOR HANDLING COMPLAINTS
 - 1. Communications and Preliminary Procedures
 - a. Persons who telephone complaints to the School District of University City authorities will be politely informed to state their complaints in writing giving as complete a report as possible (names, dates, etc.) and with a complete name, address, and telephone number of the person making such a complaint. They will also be asked to state in writing whether or not the complaint has been

brought to the attention of the teacher or employee's supervisor and the date of such action.

b. Anonymous telephone or written complaints will be reviewed and investigated if there is evidence of impropriety or violation of District Policies and/or Articles.

2. Complaints Received at Schools

- a. Complaints about staff members received at the school building level will be reviewed by the Principal concerned with the intent to determine resolution. A copy of any written complaint will be given to the staff member concerned as part of the process to resolve the situation.
- b. If the complaint, in the opinion of the Principal, has been resolved, then no further report or record of the complaint is required.
- c. If the complaint cannot be resolved at the building level (Principal), a written report of the incident will be made to the Superintendent, copy to the staff member concerned, and the The Office of Human Resources.

3. Complaints Received at School Administration

- a. Complaints received at School Administration building offices will be referred to the Superintendent who will, if necessary, refer them to the The Office of Human Resources, who will ask the appropriate Principal to investigate the complaint.
- b. The Principal who receives such request will investigate as deemed necessary, and will give a copy of the written complaint to the staff member as part of the process.
- c. At the completion of the inquiry (paragraphs a and b above) the Principal will make a written report, including any recommendations for disposition or action, to the Superintendent, copy to the Office of Human Resources.

4. Informal Hearing Procedures

In the event the complaint cannot be resolved at the school level, or as deemed necessary by the Superintendent, an informal hearing will be held which will be conducted by a designee of the Superintendent.

- a. The Superintendent's designee will conduct the hearing, and the Office of Human Resources will also attend as will any other administrators or persons as considered necessary and so designated.
- b. Staff members will be notified by certified mail of formal and informal hearings. The staff member will be notified in writing of the purpose, date, time, and place of the hearing, and be informed that a representative of his or her choice

will be permitted to attend and to ask questions. Other representatives of the staff member may also attend at the discretion of the person conducting the hearing.

- c. The hearing may or may not be recorded, at the discretion of the hearing administrator, is fact-finding in nature, and will be conducted in an informal manner to determine the facts and issues in the case.
- d. In the event the hearing does not produce information sufficient to substantiate the complaint, or to provide evidence to necessitate more serious action, such a report will be made to the Superintendent, and no record of the case will be put in the employee's record file.
- e. If, however, the hearing official considers the complaint valid, or that further action should be taken, a written report with recommendations will be made to the Superintendent, copy to the staff member and the Assistant Superintendent for Human Resources within ten (10) working days of the informal hearing.

5. Formal Hearing Procedures

- a. If, in the opinion of the Superintendent, a complaint is considered possibly serious or valid enough to warrant disciplinary action, then the Superintendent will hold a formal hearing, recorded, notifying the staff member in writing of the date, time, and location of the hearing, along with a description of the complaint. Staff members will be notified by certified mail of formal and informal hearings.
- b. The staff member may have representative(s) of his or her choice, provide witnesses, and cross-examine all witnesses or persons who provide testimony.
- c. The staff member will be informed in writing within ten (10) working days of the close of the hearing of the action taken, or to be taken, or the disposition of the case.

6. Report to Person Who Made Complaint

In all cases, the person who made the written complaint, and the staff member concerned, will be notified in writing concerning the disposition of the complaint.

II. PROFESSIONAL RELATIONS

It is expected that the interactions between teachers and administrators shall be conducted in a cooperative and professional manner in all meetings, conferences and interchanges. It is expected that teachers and administrators shall not make derogatory or non-constructive verbal remarks in the presence of others about the personal behavior or professional performance of other staff members. It is expected that meetings between supervisors and staff will be held in a private area that limits access to others to insure privacy and confidentiality.

Revised: January 11, 2007; July 01, 2006; September 19, 2002; May 15, 2002

Approved: July 8, 1998

PERSONNEL RECORDS ARTICLE 4860

1. Staff members who wish to view their record files are to make an appointment with the The Office of Human Resources to view their files (and may bring a representative with them).

- 2. Secretaries in the Office of Human Resources are not authorized to provide access to files to staff members, only the Assistant Superintendent for Human Resources.
- 3. Prior to viewing, the Office of Human Resources will explain to the staff member that "confidential" material is removed. Such confidential information may include placement files, transcripts, and reference forms or letters from former employees.
- 4. The record file is viewed with the Office of Human Resources.
- 5. Any letter, form, document, or other written item that is placed in a staff member's personnel file shall be added only if there is indication that the staff member has a copy of the material. Any document lacking such indication will not be placed in the personnel file. Confidential materials, as indicated in #3 above, are excluded from this provision.

Employee Health and Medical File

Employee health and medical records shall be kept in a file separate from the employee's other personnel records. These files may contain, but are not limited to:

- 1. Medical examination records and related documentation
- 2. Records pertaining to an employee's disability including documentation of employer accommodations
- 3. Documentation of work-related illnesses or injuries
- 4. Records of exposure to hazardous conditions or materials
- 5. Drug-testing records
- 6. Physician statements
- 7. First aid incident reports
- 8. FMLA-related records

In accordance with the retention schedule established by the Missouri Secretary of State's Office, the District shall retain records in this file for seven (7) years after separation except that records relating to hazardous exposure shall be retained for 30 years after separation.

Revised: March 23, 2017; July 15, 2010; January 11, 2007; July 01, 2006

Approved: July 8, 1998

PROHIBITED DISCRIMINATION/HARASSMENT AND COMPLAINT PROCEDURE FOR EMPLOYEES AND OTHER ADULTS ARTICLE 1501.1

The District does not discriminate on the basis of age, sex, gender, race, color, religion, national origin, or disability (the "Protected Categories") in the terms and conditions of employment. Similarly, the District does not permit the occurrence of discrimination/harassment on the basis of any of the Protected Categories with respect to the employment of individuals.

In addition, the District does not discriminate against employees on the basis of their sexual orientation, or permit the occurrence of discrimination/harassment on the basis of sexual orientation. Under this Regulation, sexual orientation shall be considered a Protected Category.

The District has established its Complaint Procedure (found below) for addressing complaints by an employee of the District, alleging that conduct or an action, policy, procedure, or practice constitutes discrimination/harassment on the basis of one or more of the Protected Categories with respect to the terms and conditions of employment.

For purposes of this Article, the term "employee" and the term "school personnel" shall be deemed to include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the District.

In addition, although they are not employees, the Complaint Procedure set forth below shall also apply to <u>visitors</u> to the District who believe that they have been subjected to discrimination/harassment on the basis of one or more of the Protected Categories.

I. Definitions

- A. "Complaint" means an allegation of conduct or of action, policy, procedure or practice which would constitute discrimination/harassment on the basis of one or more of the Protected Categories.
- B. "Compliance Coordinator" means the District's Compliance Coordinator for Title VI, Title IX and ADA/Section 504, and for issues relating to sexual orientation. The District's The Office of Human Resources, serves as the District's Compliance Coordinator. They may be contacted at the School District of University City District, 7700 Olive Blvd., University City, MO 63130. The phone number is (314) 290-4021.
- C. "District" means the School District of University City.
- D. "Day" means a school day.
- E. "Discrimination/harassment" means discrimination and/or harassment on the basis of one or more of the Protected Categories. For purposes of discrimination, the District (or its authorized employee) must be the alleged actor. For purposes of harassment, the alleged actor may be the District, an employee of the District, a student, or a visitor to the District's facilities.

- F. "Employee" / "School Personnel" means, for purposes of this Article, school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the District.
- G. "Visitor" means an individual who accesses any District-sponsored programming, whether participating in, observing, or otherwise engaged in activities, including inschool convocations/presentations, sporting events and other extra-curricular activities under the auspices of the District.

II. Prohibited Discrimination/Harassment

A. **Prohibited Discrimination**

For purposes of this Article, discrimination on the basis of one or more of the Protected Categories means that the District has treated an employee in a discriminatory manner, with respect to the terms and conditions of employment, on the basis of one or more of the Protected Categories when compared to similarly situated individuals.

Terms and conditions of employment may include, but are not necessarily limited to, such matters as application and access to employment, hiring and promotion, compensation, leaves of absence, benefits, firing, demotions resulting in a reduction in pay, and professional agreements. This listing is non-exclusive and is intended to be merely illustrative.

B. Prohibited Harassment

For purposes of this Article, harassment on the basis of one or more of the Protected Categories is prohibited.

Employee Sexual Harassment:

- 1. Submission to unwelcome conduct of a sexual or gender-based nature is made either implicitly or explicitly a term or condition of an individual's employment, or
- 2. Submission to or rejection of such unwelcome conduct by an individual is the basis for employment decisions affecting that individual, or
- 3. Such unwelcome conduct creates an intimidating, hostile, or offensive work environment (or, in the case of a visitor, campus environment), or
- 4. Qualified employees are denied employment opportunities or benefits because the opportunities or benefits are given to another employee who submitted to an employer's sexual advances or requests for sexual favors.

<u>Employee Harassment on Basis of Age, Race, Color, Religion, Disability, Country of Origin, or Sexual</u> Orientation:

Unwelcome conduct occurs on the basis of age. race, color, religion, disability, country of origin, or sexual orientation, <u>AND</u> such unwelcome conduct creates an intimidating,

hostile, or offensive work environment.

Examples of Employee Harassment on Basis of Protected Categories:

A few examples of conduct that may lead to or constitute discrimination/harassment on the basis of one or more of the Protected Categories include:

- a. Graffiti containing offensive language which is derogatory to others because of their membership in a Protected Category.
- b. Jokes, name-calling, or rumors based upon an individual's membership in a Protected Category.
- c. Slurs, negative stereotypes, and hostile acts which are based upon another's membership in a Protected Category.
- d. Written or graphic material containing comments or stereotypes which is posted or circulated and which is aimed at degrading individuals or members of a Protected Category;
- e. A physical act of aggression or assault upon another because of, or in a manner reasonably related to, such person's membership in a Protected Category.
- f. Other kinds of aggressive conduct such as theft or damage to property which is motivated by a person's membership in a Protected Category.
- g. Unwelcome sexual touching, advances, comment, requests for sexual favors, or other verbal or physical conduct of a sexual nature.
- h. Promises of a raise or other benefits in return for sexual favors.
- i. Threats to take adverse action against an employee if the employee does not engage in sexual conduct.

C. Additional Definition: Disability Discrimination/Harassment

Under federal and state law, the term "disability" refers to a physical or mental impairment that substantially impairs one or more major life activities. The term also includes persons who are not actually disabled but who are "perceived as" disabled or who are "on record as" disabled by the District.

III. Intake, Investigation, and Resolution of Employee Complaints

The District desires to promptly address complaints alleging a violation of this Article. Accordingly, the District has established a protocol for handling such complaints. This protocol sets forth specific deadlines within which various phases of the process are intended to occur. These deadlines are subject to extension for good cause and/or if extenuating circumstances exist. Regardless, the District remains committed to a prompt investigation and resolution of submitted complaints.

A. Intake of Complaints

- Any employee who believes he or she has been the victim of discrimination/harassment based on one or more of the Protected Categories by an employee, student, or other school personnel of the District, or by any other person who is participating in, observing, or otherwise engaged in activities, including sporting events and other extra-curricular activities under the auspices of the District, is encouraged to immediately report the alleged acts to the employee's direct supervisor, to any building principal or assistant principal, or to the District's Compliance Coordinator (whose name and contact information appears above in this Article).
- 2. Sometimes, an employee may feel more comfortable making a report of discrimination/harassment on the basis of one or more of the protected categories to an administrator who is of the same gender as the employee. Accordingly, an employee is permitted to make such a report to <u>any</u> building principal or assistant principal in the District, even if that administrator is assigned to a different school building within the District. Regardless, <u>it is essential that the report be made to someone with the authority and obligation to act upon the concern.</u> This means that the concern must be reported to the employee's direct supervisor or to a District principal, assistant principal, or Compliance Coordinator.
- 3. To assist the District in addressing the matter promptly and thoroughly, an employee reporting discrimination/harassment on the basis of one or more of the Protected Categories is encouraged to provide a written explanation that specifically details the employee's concern. This Article contains an easily understood form that may be used for this purpose. However, an employee's refusal to make a report in writing does not relieve the District of the obligation to investigate a report.
- 4. Before making the report, an employee who believes that he or she has been subjected to discrimination/harassment on the basis of one or more of the Protected Categories is <u>not</u> required to confront the individual who is the subject of the employee's concern.
- 9. Any District supervisor or administrator who receives a report, orally or in writing, regarding discrimination/harassment on the basis of one or more of the Protected Categories must notify the District's Compliance Coordinator within one school day or within a reasonable time thereafter for good cause.

B. Investigation of Complaints

The District desires to promptly address complaints alleging a violation of this Article. Accordingly, the District has established a protocol for handling such complaints. This protocol sets forth specific deadlines within which various phases of the process are intended to occur. These deadlines are subject to extension by the District for good cause or if extenuating circumstances exist. Regardless, the District remains committed to a prompt investigation and resolution of submitted complaints.

- Upon receipt of a report of discrimination/harassment on the basis of one or more of the Protected Categories, the Compliance Coordinator may choose to investigate the complaint or may, alternatively, appoint an investigator from the District to investigate the complaint.
- 2. The investigation shall be conducted in the manner deemed appropriate by the Compliance Coordinator. The District desires to investigate complaints in a prompt and thorough manner. The following timeframes will apply:
 - a. Once the District's Compliance Coordinator receives actual notice of a report of discrimination/harassment on the basis of one or more of the protected categories (whether such actual notice is provided to the Compliance Coordinator by a District supervisor/administrator or directly by the complainant), the Compliance Coordinator is able to commence the investigation. Typically, an investigation will be commenced within two (2) school days (if not sooner) after the Compliance Coordinator receives actual notice of the report.
 - Absent extenuating circumstances, investigations will be completed within seven (7) school days after the investigation commences.
 Changes or additions to a complaint will typically require an extension of time to ensure that the complaint is properly investigated. Similarly, scheduling issues and the unavailability of witness or relevant documents may also necessitate an extension of time. An extension of time shall not exceed five (5) additional days without the advance approval of the Compliance Coordinator.
- 3. Investigation files shall be maintained separately from student educational files and employee personnel files.
- 4. Confidentiality of personally identifiable student information obtained during investigations will be maintained in accordance with federal and state law. The District desires to protect the identity of complainants for as long of a time period as it is able to do so in accordance with law.

C. Resolution of Complaints

- 1. At the conclusion of the investigation, the completed investigation report shall be provided to the appropriate administrative official who is charged with making the determination with respect to the validity of the complaint. Where he/she deems it appropriate, the Compliance Coordinator himself/herself is permitted to make this determination.
- 2. This administrative official will review the investigation report and make a determination regarding the validity of the complaint within three (3) school days after submission of the report. This administrative official may, alternatively, determine that further investigation is necessary and, as such, refer the matter for additional investigation. When such additional investigatory steps are completed, the matter shall once again be submitted to this administrative official for decision.
- One of the following determinations will typically be made with respect to the Complaint:
 - a. Unsubstantiated;
 - b. Unable to Substantiate OR Indeterminate OR Incapable of Determination; or
 - c. Substantiated Prohibited Conduct (in whole or in part).
- 4. Regardless of the determination made with respect to the complaint, the District may take appropriate action to minimize the opportunity for future issues or concerns to arise.
- 5. Notification of Determination Regarding Complaint
 - a. Within three (3) school days after the determination has been made regarding the complaint, notice of the determination will be mailed or given to the complainant.
 - b. If a complainant disagrees with the determination made regarding discrimination/harassment on the basis of one or more of the Protected Categories, the complainant may appeal the decision to the Compliance Coordinator (or to the Board of Education if the Compliance Coordinator has made the determination that is being challenged). The complainant must submit a written appeal to the Compliance Coordinator no later than five (5) school days after the notification to the complainant has occurred. The written appeal should specifically state what is being appealed, the reason for the appeal, and the action that is desired.
 - c. When an appeal has been made, the appeal will be processed as follows:
 - (1) The appeal will be considered by one of the following:

- (a) If a District official other than the Compliance
 Coordinator made the determination, the Compliance
 Coordinator will review the determination within five
 (5) school days or within a reasonable time thereafter
 for good cause. If the Compliance Coordinator made
 the determination as to the validity of the complaint,
 the Compliance Coordinator will send the appeal to the
 Board of Education, which will review the
 determination at its next regularly scheduled meeting
 (or, at its option, at any meeting within 30 days after
 the appeal is received).
- (b) As an alternative, either the Compliance Coordinator or the Board of Education may appoint a "Determination Review Officer" to review the determination. This person will review the determination within a reasonable period after appointment but not later than 20 days unless additional time is, in his/her judgment, necessary for a fair review.
- (2) The reviewer will examine the documentation relating to the matter meaning the written appeal, complaint, investigation report, and determination. This provision does not grant the complainant the right to an in-person hearing or other appearance before the reviewer. The reviewer may, in the reviewer's sole judgment and discretion, contact any individual to seek additional information if the reviewer deems such information necessary to reach a decision upon the appeal.
- (3) Regardless of who reviews the matter, the complainant will be advised in writing of the outcome of the review within five (5) school days after the completion of the review.
- 6. If a complaint is *substantiated* (in whole or in part), and the offender is a student, disciplinary and/or other remedial action will be taken in accordance with Board-established student discipline regulations and/or in accordance with federal and state law. If a complaint is *substantiated* (in whole or in part), and the offender is an employee, disciplinary and/or remedial action may be taken, up to and including the termination of employment. If the offender is not an employee of the District, the District will take appropriate action within the scope of its legal authority to eliminate the discrimination/harassment.
- 7. The ultimate decision as to what action to take to remedy the matter is within the discretion of the District, in accordance with law. The filing of an appeal to challenge the determination does not stay or postpone the District's ability to initiate disciplinary or remedial action.

- 8. There will be no retaliation against or adverse treatment of any employee who uses this procedure to resolve a concern when such complaint has been brought in the reasonable, good faith belief that the employee has been subjected to discrimination/harassment on the basis of a Protected Category.
- 9. Where the investigation substantiates the complaint (in whole or in part), and when otherwise appropriate in the judgment of the District, a responsible administrator or other District official designated by the Compliance Coordinator shall follow up with the complaining employee to ensure that the prohibited discrimination/harassment has stopped and that no retaliation has occurred.
- 10. Nothing in this reporting and investigation procedure shall relieve any employee of the District from an obligation under Missouri law to report suspected child abuse and/or neglect.

IV. Enforcement

A. Responsibility of Supervisors and Administrators

Each supervisor or administrator serves a vital role in maintaining a working environment free from discrimination/harassment of employees on the basis of one or more of the Protected Categories. In accordance with that responsibility, each supervisor or administrator shall take appropriate actions to enforce the District's anti-discrimination/harassment policies and articles.

- 1. Any supervisor/administrator who receives a report, orally or in writing, regarding discrimination/harassment relating to an employee should notify the School District's Compliance Coordinator within one school day or a reasonable time thereafter for good cause.
- 2. The supervisor/administrator shall, on an as-needed basis, instruct employees regarding the procedures for reporting prohibited discrimination/harassment in the educational setting.
- 3. The supervisor/administrator shall take appropriate remedial and/or disciplinary action, as necessary and as directed.
- 4. Failure to implement these responsibilities in an appropriate and satisfactory manner is cause for disciplinary action up to and including termination of employment.
- 5. Each building administrator, or designee, shall take appropriate actions to enforce the District's anti-discrimination/harassment rules, including but not limited to the following:
 - a. All vulgar or offensive graffiti shall be removed from the premises.
 - b. The building administrator shall provide in-service and other instruction to

employees on the District's anti-discrimination/harassment rules periodically and as needed.

c. A copy of this Article shall be distributed to employees annually.

B. Responsibility of District Staff

All District employees serve a vital role in maintaining a working environment free from discrimination/harassment on the basis of one or more of the Protected Categories. Employees have a responsibility not to engage in action that could constitute discrimination/harassment. They also have a responsibility to assist the District in identifying and eradicating any discrimination/harassment that does occur.

- 1. Each supervisor or administrator shall take appropriate actions to enforce the District's anti-discrimination/harassment policies and articles.
- 2. Employees are expected to implement and enforce all directives from an administrator or the Compliance Coordinator regarding the remediation of a matter involving discrimination/harassment on the basis of one or more of the Protected Categories.
- 3. Employees who witness the occurrence of discrimination/harassment on the basis of one or more of the Protected Categories are expected to report the observed conduct to an administrator or to the Compliance Coordinator.
- 4. After the District has addressed a matter of discrimination/harassment, an employee who continues to experience what he/she believes to be discrimination/harassment should notify an administrator or the Compliance Coordinator immediately so that any new issues or recurring issues can be promptly and effectively addressed.
- 5. Retaliation against anyone who is either a complainant or who is otherwise involved in the investigatory process, such as witnesses, is strictly forbidden. Employees are not to retaliate, nor are they to involve others in retaliating, against such individuals.

C. Consequences and Discipline

- Any employee who engages in discrimination/harassment on the basis of one or more of the Protected Categories, regardless of location, will be subject to disciplinary and/or remedial action, up to and including termination of employment. Specific measures will be taken in accordance with the professional judgment of the District.
- 2. Any employee who brings a false charge of discrimination/harassment on the basis of one or more of the Protected Categories shall receive appropriate

disciplinary action, up to and including termination of employment. The term "false charge" means an allegation brought in bad faith, that is, without the good faith belief that one has been subjected to such discrimination/harassment. The term "false charge" does not include a charge that was brought in good faith, but which the District was unable to substantiate.

- 3. The effectiveness of the District's prohibited discrimination/harassment policies and articles are dependent upon the receipt of truthful information. Thus, all employees are expected to be truthful throughout the intake, investigation, and resolution process. Lying or misrepresenting information to the investigator is cause for disciplinary action, up to and including termination of employment.
- 4. Any employee who is determined to have retaliated in violation of this Article shall be disciplined up to and including termination of employment.
- 5. A visitor who has violated this Article may be prohibited from accessing District property and also be referred to law enforcement.

V. Right to File External Complaint

The procedures set forth in this Article shall not eliminate the right of an employee to file, at any time, a complaint alleging discrimination/harassment on the basis of one or more protected categories with the United States Department of Education's Office for Civil Rights, Region VII, 8930 Ward Parkway, Suite 2037, Kansas City, MO 64114; phone (816) 268-0550, or with the Missouri Commission on Human Rights. The Office for Civil Rights does not examine complaints regarding discrimination/harassment on the basis of religion or sexual orientation. Thus, complaints regarding discrimination/harassment on the basis of religion or sexual orientation should be directed to the District's Compliance Coordinator.

Revised: June 19, 2015; June 19, 2009; July 17, 2008

Adopted: August 2, 2007

APPENDICES

SCHOOL DISTRICT OF UNIVERSITY CITY Teacher Salary Schedule 2022-23

	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	MA+15	MA+45
1	42,832	44,973	47,221	49,583	52,062
2	42,832	44,973	47,221	49,583	52,062
3	42,832	44,973	47,221	49,583	52,062
4	42,832	44,973	47,221	49,583	52,062
5	43,775	45,964	48,262	50,675	53,209
6	44,719	46,955	49,302	51,767	54,356
7	45,703	47,989	50,388	52,907	55,553
8	46,389	49,026	51,478	54,052	56,754
9	46,831	50,257	52,770	55,409	58,179
10	47,767	51,063	54,237	56,949	59,796
11	49,200	51,626	55,755	58,543	61,470
12	50,750	53,330	57,396	60,266	63,279
13	52,526	55,196	59,119	62,075	65,179
14	55,580	57,183	60,924	63,970	67,169
15		59,242	62,975	66, 124	69,430
16		61,789	65,396	68,666	72,099
17		64,446	68,022	71,423	74,994
18		67,282	70,770	74,309	78,024
19		70,242	73,601	77,281	81,145
20		71,971	78,638	81,232	84,357
21			81,335	85,401	89,672
22			81,763	86,259	90,958
23			82,871	86,974	92,056
24				87,689	93,155
25				88,403	94,253
26				90,118	95,352
27					96,450
28					97,549
29					98,647
30					100,996

Note 1: Teachers attaining National Board Certification will be paid a stipend of \$5000. This payment is NOT contingent upon a contribution from DESE.

Note 2: Teachers holding two (2) Master's degrees will be placed on the Masters plus 45 channel. For the purposes of this note, Ed S does NOT qualify. Teachers applying for MA+45 with two Masters degrees will have the second Master's degree evaluated by Human Resources.

SCHOOL DISTRICT OF UNIVERSITY CITY Teacher Salary Schedule 2023-24

	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	MA+45
1	43,170	45,329	47,594	49,974	52,473
2	43,170	45,329	47,594	49,974	52,473
3	43,170	45,329	47,594	49,974	52,473
4	43,170	45,328	47,594	49,975	52,473
5	44,121	46,327	48,643	51,075	53,629
6	45,072	47,326	49,692	52,176	54,785
7	46,064	48,368	50,786	53,325	55,992
8	47,105	49,414	51,884	54,479	57,203
9	47,651	50,654	53,187	55,846	58,639
10	48,145	51,766	54,665	57,399	60,268
11	49,589	52,534	56,195	59,005	61,955
12	51,151	53,751	57,849	60,742	63,779
13	52,941	55,632	59,586	62,565	65,694
14	56,019	57,635	61,405	64,476	67,699
15		59,710	63,473	66,647	69,979
16		62,277	65,913	69,208	72,669
17		64,955	68,559	71,987	75,586
18		67,813	71,330	74,896	78,641
19		70,797	74,183	77,892	81,786
20		72,540	79,259	81,874	85,023
21			81,977	86,076	90,380
22			82,409	86,940	91,676
23			83,726	87,661	92,783
24				88,381	93,891
25				89,102	94,998
26				91,130	96,105
27					97,212
28					98,319
29					99,427
30					102,194

Note 1: Teachers attaining National Board Certification will be paid a stipend of \$5000. This payment is NOT contingent upon a contribution from DESE.

Note 2: Teachers holding two (2) Master's degrees will be placed on the Masters plus 45 channel. For the purposes of this note, Ed S does NOT qualify. Teachers applying for MA+45 with two Masters degrees will have the second Master's degree evaluated by Human Resources.

SCHOOL DISTRICT OF UNIVERSITY CITY Coaches Salary Schedule School Year 2022-23

Years in position:	1-2	3-4	5-6	7-8	9-10	11+
High School						
Baseball	5274	5590	5926	6281	6658	7058
Basketball	6316	6695	7097	7523	7974	8453
Cheerleader	5273	5590	5925	6281	6658	7057
Cross Country	4457	4725	5008	5309	5627	5965
Field Hockey	5274	5590	5926	6281	6658	7058
Football	6316	6695	7097	752 3	7974	8453
Golf	4457	4725	5008	530 9	5627	5965
Pom Pom	4457	4725	5008	530 9	5627	5965
Soccer	5274	5590	5926	6281	6658	7058
Softball	5274	5590	5926	6281	6658	7058
Swimming	5274	5590	5926	6281	6658	7058
Tennis	4457	4725	5008	530 9	5627	5965
Track	5274	5590	5926	6281	6658	7058
Volleyball	5274	5590	5926	6281	6658	7058
Water Polo	5274	5590	5926	6281	6658	7058
Wrestling	5274	5590	5926	6281	6658	7058
Assistant Coaches:						
Baseball	4117	4364	4625	4903	5197	5509
Basketball	4440	4707	4989	5289	5606	5942
Cheerleader	4117	4364	4625	4903	5197	5509
Cross Country	3526	3738	3962	4199	4451	4719
Field Hockey	4117	4364	4625	4903	5197	5509
Football	4440	4707	4989	5289	5606	5942
Golf	3526	3738	3962	4199	4451	4719
Pom Pom	3526	3738	3962	4199	4451	4719
Soccer	4117	4364	4625	4903	5197	5509
Softball	4117	4364	4625	4903	5197	5509
Swimming	4117	4364	4625	4903	5197	5509
Tennis	3526	3738	3962	4199	4451	4719
Track	4117	4364	4625	4903	5197	5509
Volleyball	4117	4364	4625	4903	5197	5509
Water Polo	4117	4364	4625	4903	5197	5509

Wrestling	4117	4364	4625	4903	5197	5509
Strength	3979	4218	4471	4739	5023	5325
Academic	3979	4218	4471	4739	5023	5325
Event Supervisor	4642	4921	5216	5529	5861	6212
Speed & Agility	4111	4357	4619	4896	5190	5501
Fall Event Assistant	3020	3201	3393	3597	3812	4041
Spring Event Assistant	3020	3201	3393	3597	3812	4041
Middle School					·	
Archery	1894	2008	2128	2256	2391	2535
Baseball	1894	2008	2128	2256	2391	2535
Basketball	1894	2008	2128	2256	2391	2535
Cheerleading	1894	2008	2128	2256	2391	2535
Coordinator	1894	2008	2128	2256	2391	2535
Cross Country	1894	2008	2128	2256	2391	2535
Field Hockey	1894	2008	2128	2256	2391	2535
Football	1894	2008	2128	2256	2391	2535
Soccer	1894	2008	2128	2256	2391	2535
Track	1894	2008	2128	2256	2391	2535
Volleyball	1894	2008	2128	2256	2391	2535
Wrestling	1894	2008	2128	2256	2391	2535
Assistant Coaches:						
Archery	1331	1411	1496	1586	1681	1782
Basketball	1331	1411	1496	1586	1681	1782
Football	1331	1411	1496	1586	1681	1782
Volleyball	1331	1411	1496	1586	1681	1782
Swimming	1331	1411	1496	1586	1681	1782
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SCHOOL DISTRICT OF UNIVERSITY CITY Coaches Salary Schedule School Year 2023-24

Years in position:	1-2	3-4	5-6	7-8	9-10	11+
High School					•	
Baseball	5445	5772	6118	6485	6875	7287
Basketball	6522	6913	7328	7767	8233	8727
Cheerleader	5445	5771	6118	6485	6874	7286
Cross Country	4602	4878	5171	5481	5810	6159
Field Hockey	5445	5772	6118	6485	6875	7287
Football	6522	6913	7328	7767	8233	8727
Golf	4602	4878	5171	5481	5810	6159
Pom Pom	4602	4878	5171	5481	5810	6159
Soccer	5445	5772	6118	6485	6875	7287
Softball	5445	5772	6118	6485	6875	7287
Swimming	5445	5772	6118	6485	6875	7287
Tennis	4602	4878	5171	5481	5810	6159
Track	5445	5772	6118	6485	6875	7287
Volleyball	5445	5772	6118	6485	6875	7287
Water Polo	5445	5772	6118	6485	6875	7287
Wrestling	5445	5772	6118	6485	6875	7287
Assistant Coaches:						
Baseball	4250	4505	4776	5062	5366	5688
Basketball	4585	4860	5151	5460	578 8	6135
Cheerleader	4250	4505	4776	5062	5366	5688
Cross Country	3641	3859	4091	4336	4596	4872
Field Hockey	4250	4505	4776	5062	5366	5688
Football	4585	4860	5151	5460	5788	6135
Golf	3641	3859	4091	4336	4596	4872
Pom Pom	3641	3859	4091	4336	4596	4872
Soccer	4250	4505	4776	5062	5366	5688
Softball	4250	4505	4776	5062	5366	5688
Swimming	4250	4505	4776	5062	5366	5688
Tennis	3641	3859	4091	4336	4596	4872
Track	4250	4505	4776	5062	5366	5688
Volleyball	4250	4505	4776	5062	5366	5688
Water Polo	4250	4505	4776	5062	5366	5688

Wrestling	4250	4505	4776	5062	5366	5688
Strength	4108	4355	4616	4893	5187	5498
Academic	4108	4355	4616	4893	5187	5498
Event Supervisor	4793	5081	5385	5709	6051	6414
Speed & Agility	4244	4499	4769	5055	5358	5680
Fall Event Assistant	3118	3305	3503	3714	3936	4173
Spring Event Assistant	3118	3305	3503	3714	3936	4173
Middle School						
Archery	1956	2073	2197	2329	2469	2617
Baseball	1956	2073	2197	2329	2469	2617
Basketball	1956	2073	2197	2329	2469	2617
Cheerleading	1956	2073	2197	2329	2469	2617
Coordinator	1956	2073	2197	2329	2469	2617
Cross Country	1956	2073	2197	2329	2469	2617
Field Hockey	1956	2073	2197	2329	2469	2617
Football	1956	2073	2197	2329	2469	2617
Soccer	1956	2073	2197	2329	2469	2617
Track	1956	2073	2197	2329	2469	2617
Volleyball	1956	2073	2197	2329	2469	2617
Wrestling	1956	2073	2197	2329	2469	2617
Assistant Coaches:						
Archery	1375	1457	1545	1637	1736	1840
Basketball	1375	1457	1545	1637	1736	1840
Football	1375	1457	1545	1637	1736	1840
Volleyball	1375	1457	1545	1637	1736	1840
Swimming	1375	1457	1545	1637	1736	1840

SCHOOL DISTRICT OF UNIVERSITY CITY Co-Curricular Salary Schedule School Year 2022-23

Years in position:	1-2	3-4	5-6	7+
High School				
Senior Play:				
Producer/Director	4147	4396	4659	4939
Set Manager	2765	2931	3107	3293
Spring Musical Positions:				
Producer -	2765	2931	3107	3293
Artistic Director	2765	2931	3107	3293
Choreographer	2765	2931	3107	3293
Orchestra Director	2765	2931	3107	3293
Director	27 6 5	2931	3107	3293
Costumes Director	27 6 5	2931	3107	3293
Set Manager Sound	1382	1465	1553	1646
Mock Trial Sponsor	2808	2976	3155	3344
Student Government Sponsor	2807	2976	3154	3344
Fall Band Director/Marching Band/Pep Band	5027	5329	5649	5988
Assistant Fall Band Director/Pep Band	2891	3064	3248	3443
Spring Band Director/Pep Band	2765	2931	3107	3293
Assistant Spring Band Director/Pep Band	1292	1369	1451	1538
Band Guard Sponsor	725	769	815	864
Senior Class Sponsor	1634	1732	1836	1947
Junior Class Sponsor	1572	1666	1766	1872
Sophomore Class Sponsor	942	999	1059	1122
Freshman Class Sponsor	754	799	847	898
Fall Choir Director	2388	2531	2683	2844
Spring Choir Director (includes musical)	4524	4795	5083	5388
FCCLA (Family Career & Community Leaders of America)	725	769	815	864
FBLA (Future Business Leaders of America)	754	799	847	898
DECA (Distributive Education Clubs of America)	754	799	847	898
National Honor Society	1483	1572	1666	1766
TREND (Turning Resources and Energy in a New Direction)	1005	1065	1129	1197
Art Club	754	799	847	898

Yearbook	2607	2763	2929	3105
Focus St. Louis	754	799	847	898
Knitting Club	503	533	565	598
Robotics	4830	5120	5428	5753
Anime	725	768	814	863
Yoga	725	768	814	863
Broadcasting	725	768	814	863
GSA	725	768	814	863
Latin	725	768	814	863
Technology Student Organization	725	768	814	863
Students on the Go	906	960	1018	1079
We Schools	754	799	847	897
Board Game Club	725	769	815	864
Improve Club	725	769	815	864
Culinary Competition Team	725	769	815	864
Middle School				
Student Council	616	653	692	734
National Junior Honor Society	616	653	692	734
Play Director	61 6	653	692	734
Play Assistant Director	308	327	346	367
Robotics	2807	2976	3154	3344
Elementary				
Robotics	1375	1457	1545	1637

Note: The stipend amounts may be negotiated if individuals hold multiple positions.

SCHOOL DISTRICT OF UNIVERSITY CITY Co-Curricular Salary Schedule School Year 2023-24

Years in position:	1-2	3-4	5-6	7+
High School				
Senior Play:				
Producer/Director	4282	4539	4811	5099
Set Manager	2855	3026	3208	3400
Spring Musical Positions:				
Producer	2855	3026	3208	3400
Artistic Director	2855	3026	3208	3400
Choreographer	2855	3026	3208	3400
Orchestra Director	285 5	3026	3208	3400
Director	2855	3026	3208	3400
Costumes Director	2855	3026	3208	3400
Set Manager Sound	1427	1513	1604	1700
Mock Trial Sponsor	2899	3073	3257	3453
Student Government Sponsor	2899	3072	3257	3452
Fall Band Director/Marching Band/Pep Band	5191	5502	5832	6182
Assistant Fall Band Director/Pep Band	2985	3164	3353	3555
Spring Band Director/Pep Band	2855	3026	3208	3400
Assistant Spring Band Director/Pep Band	1334	1414	1499	1588
Band Guard Sponsor	749	794	841	892
Senior Class Sponsor	1687	1789	1896	2010
Junior Class Sponsor	1623	1720	1823	1933
Sophomore Class Sponsor	973	1031	1093	1159
Freshman Class Sponsor	778	825	874	927
Fall Choir Director	2466	2614	2770	2937
Spring Choir Director (includes musical)	4671	4951	5248	5563
FCCLA (Family Career & Community Leaders of America)	749	794	841	892
FBLA (Future Business Leaders of America)	778	825	874	927
DECA (Distributive Education Clubs of America)	778	825	874	927
National Honor Society	1531	1623	1720	1824
TREND (Turning Resources and Energy in a New Direction)	1038	1100	1166	1236
Art Club	778	825	874	927

Yearbook	2691	2853	3024	3205
Focus St. Louis	778	825	874	927
Knitting Club	519	550	583	618
Robotics	4987	5287	5604	5940
Anime	748	793	841	891
Yoga	748	793	841	891
Broadcasting	748	793	841	891
GSA	748	793	841	891
Latin	748	793	841	891
Technology Student Organization	748	793	841	891
Students on the Go	935	992	1051	1114
We Schools	778	825	874	927
Board Game Club	749	794	841	892
Improve Club	749	794	841	892
Culinary Competition Team	749	794	841	892
Middle School				
Student Council	636	674	715	758
National Junior Honor Society	636	674	715	758
Play Director	636	674	715	758
Play Assistant Director	318	337	357	379
Robotics	2899	3072	3257	3452
Elementary				
Robotics	1419	1505	1595	1691

Note: The stipend amounts may be negotiated if individuals hold multiple positions.