

# JOINT RESOLUTION

**SESPA**

**Special School District  
Board of Education**

and the

**Special Education Support  
Personnel Association  
(SESPA)**

July 1, 2023 – June 30, 2026  
Language & Salary

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**ARTICLE 1  
INTRODUCTION**

Pursuant to Section (s) 105.500 through 105.530, R.5.Mo. 1986, the Special School District of St. Louis County will bargain on matters pertaining to salaries, benefits and other terms and conditions of employment with representatives of the Special Education Support Personnel Association ("SESPA"), the designated exclusive representative of all E m p l o y e e s in the unit consisting of all clerical and technical E m p l o y e e s as certified by the State Board of Mediation on the 15th day of May 1984 (see Appendix U.C.). The following articles have been agreed upon between the duly designated representatives of the Board of the Special School District of St. Louis County ("Board") and representatives of SESPA.

Pursuant to the above, the Board, this 27<sup>th</sup> day of June 2023 has approved by resolution the following salaries, benefits and other terms and conditions of employment for the members of said bargaining unit. This Agreement extends from July 1,2023 to June 30, 2026.

BOARD OF EDUCATION TEAM

ASSOCIATION REPRESENTATIVES

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Date of Signing

Date of Signing

## **ARTICLE 2 RECOGNITION**

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

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

2.3 The bargaining unit to which this Resolution is applicable is as follows: All clerical and technical Employees as certified by the State Board of Mediation on the 15<sup>th</sup> day of May 1984 (see Appendix U.C.).

2.4 Any dispute between the District and the Association as to whether any newly instituted position is to be excluded or included in the bargaining unit shall be referred to and resolved by the State Board of Mediation.

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

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

2.7 The term "Association" shall refer to Special Education Support Personnel Association ("SESPA"); an affiliate of the Missouri NEA and the National Education Association.

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

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

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

## **ARTICLE 3**

### **STATUS OF THE RESOLUTION**

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

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

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

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

## **ARTICLE 4 CONFORMITY TO LAW**

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

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

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

## **ARTICLE 5 RIGHTS OF THE ASSOCIATION**

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

5.2 An Association representative specifically designated by the Association may meet with appropriate supervisor(s) to consider grievances without loss of pay for time rendered provided, however, that these procedures do not disrupt the delivery of services. Association bargaining team members shall not suffer loss of pay while attending bargaining sessions with District representatives provided (1) such sessions are jointly scheduled, and (2) the number of team members does not exceed six (6).

5.3 Representatives and/or building representatives of the Association shall be permitted to transact official Association business on District property at all reasonable times with reasonable notice provided, however, that the transaction of said business does not disrupt the delivery of services. The principal's office, when applicable, shall be notified prior to or upon arrival as may be appropriate.

5.4 The Association acknowledges that the District owns and is therefore responsible for all copiers, communications equipment/services, and audio/visual equipment in District Buildings. Therefore, the District grants the Association permission to use said equipment/facilities according to the following conditions:

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

5.5 The Association shall be permitted to use the inter-school mail facilities and school mailboxes according to the guidelines stipulated in 5.4 as it deems necessary and will be assigned one voice mailbox. Association representatives in collaboration with the designated Special District worksite Administrator will mutually agree upon the posting process and location for information and/or materials. This information may be posted in the District worksite's lunchroom/lounge or restroom. The worksite administrator may deny the posting of materials if the agreed upon process/rules are not followed.

5.6 On or before October 15 and February 15 of each year the District will provide the Association with the names, addresses, job assignments and work locations of all Employees.

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

## 5.8 Association Leave

5.8.1 The Association shall be credited with twenty (20) days of leave with pay per year to be used by Association representatives for Association business as may be authorized by the President of the Association. The Association may be provided with an additional thirty (30) days of leave provided the Association pays the District for any additional days of leave at the average daily rate of pay of an Employee.

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

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

## **ARTICLE 6**

### **PAYROLL DEDUCTION**

6.1 Upon appropriate written authorization from the Employee, the District shall deduct from the salary of the Employee and make appropriate remittance for approved annuities, dependent insurance and any other plans or programs as may be approved by the District. The following guidelines will be applicable to Employees who desire to have their Association dues deducted from their payroll checks:

#### **6.2 Association Dues Deduction**

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

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

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

6.2.4 Pursuant to said authorization, the District shall deduct one twenty-fourth (1/24) of such dues from the salary check of the Employee each month for twelve (12) months, beginning in July and ending in June of each year.

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

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

6.2.7 The Payroll Department will submit to the Association an initial list of Employees for whom such deductions have been made following the start of the school year, and such additions as shall become effective during the year. The Association agrees to hold the District and the Board harmless for any damages arising out of any legal action by any Employee contesting any application of this policy and/or procedure.6.2.8

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

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

## **ARTICLE 7 DUE PROCESS**

7.1 Employees shall be afforded due process. Specific grounds for the action will be provided in writing to the Employee. Any complaint not called to the attention of the Employee may not be used as the basis for any disciplinary action against the Employee.

7.2 Whenever an Employee is required to appear before the Board or any member thereof, an administrator or a supervisor concerning disciplinary action, suspension with or without pay, Administrative leave, and termination, they will be given prior written notice of the reasons and the invited participants for such an appearance and will be entitled to have a representative of the Association present to represent them during such an appearance. When a request for Association representative is made, no action shall be taken with respect to the Employee until the representative of the Association is present, provided such representation is timely. The District reserves the right to administer disciplinary action without Association representation where the consideration of normal District operations and/or the health and safety of any Employee/student might be affected. Article 7.1 does not apply when an administrator meets with an Employee to gather factual information relating to a situation or event.

7.3 The District agrees to follow a policy of progressive discipline which minimally includes verbal warning reduced to writing, 1<sup>st</sup> written warning, 2<sup>nd</sup> written warning with possible suspension, and discharge. The suspension may be without pay. Progressive discipline warnings shall generally remain in effect for no more than one (1) calendar year. The District may discipline an Employee without utilizing progressive discipline in the event of serious violations of Board Policy / Regulations and when health / safety of any Employee / student may be affected.

7.4 Employees are to be made aware of complaints within five (5) working days of the administrator's knowledge of the complaint. Only a complaint brought to the attention of the Employee may be used as the basis of disciplinary action. A copy of any written complaints used for disciplinary purposes will be provided to the Employee.

7.5 Any suspension of an Employee shall be in accordance with Board Policy and Article 7.

7.6 Progressive discipline procedures used for an Employee shall be documented in writing on District forms designed specifically for that purpose.

## **ARTICLE 8**

### **PERSONNEL RECORDS**

8.1 It is the intent of the Board to maintain complete and current personnel files for all Employees. The personnel file may be an electronic document. There shall be one personnel file for the District, which shall be maintained in the Office of Employee Success and Engagement. The personnel file may have designated sections, including but not limited to the following: confidential, medical, and general. The file of an individual Employee will be considered confidential information and will only be available to authorized administrative personnel and to the Employee. Upon request to and in the presence of the appropriate administrative official or designee, any Employee will have the right during regular working hours to inspect their own personnel file with the exception of the ratings, reports and records obtained prior to the employment of the individual or any other material contained in the confidential section of the personnel file.

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

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

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

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

1. References at time of employment
2. Years of employment
3. Salary each year
4. Formal evaluation records
5. Date of termination of service
6. Reason for termination of services
7. Application of Employment
8. 1-9 Form
9. Police Record Check
10. Division of Family Services
11. Drug Free Workplace documentation

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

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

## **ARTICLE 9 EMPLOYEE EVALUATION**

9.1 All evaluations will be performed in accordance with the approved Guidelines for Performance Based Evaluations. The Employee's evaluation shall be based on their work assignment and upon the performance criteria set forth in the District's Performance Based Evaluation (PBE). The PBE Guidelines will be furnished to each Employee.

9.2 The Superintendent may choose to modify the PBE process as they deem appropriate. It is understood that the Superintendent will solicit feedback from the PBE Development Committee. The Association may recommend Committee members for appointment to the PBE Development Committee. The Association may also make recommendations regarding the PBE process to the Superintendent.

9.3 A PBE Development Committee will convene during the 2016-2017 school year to review/revise the current PBE instrument.

## **ARTICLE 10**

### **STAFF PROTECTION**

10.1 The District agrees to provide Employees with liability insurance, in accordance with Board Policy BHE.

The District complies with all workers compensation laws. Once an Employee is injured, under the workers compensation statute, there is a three (3) day "waiting period" that is not covered under workers compensation. However, the District elects to pay for the date of injury as well as the first three (3) work days following the date of injury (the waiting period) at Regular Pay if it is an accepted injury. This assumes the District cannot accommodate any light duty restrictions.

If an Employee is absent from work for fourteen (14) or more days from an authorized workers compensation injury, Workers Compensation will pay the Employee for the waiting period. Therefore, upon returning to work, the District will deduct what workers compensation paid for the waiting period from the Employee's pay.

An Employee is not allowed to use PTO to cover or offset workers compensation absences. If an Employee is authorized to return to work by workers compensation, but chooses not to return, then they may use PTO if the absence is medically related.

10.2 The District shall inform Employees on a need to know basis in a school building or such other District facility where Employees work, of the presence of any carrier of an infectious disease as stipulated in Board Policy JHCC.

10.3 The District agrees to comply with all applicable occupational health and safety standards and regulations as adopted by OSHA or the Department of Labor as well as all state and local agencies.

10.4 All secretarial/clerical staff will be treated in the same manner as all other Employees as it relates to being provided Board paid immunization. Employee participation shall be voluntary.

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

10.6 Any Employee who sustains damage to personal property as a result of student physical action while performing official District responsibilities may apply for reimbursement for the damage. Any Employee who believes they have sustained damage to personal property due to a student's physical action shall submit a report to their supervisor. The supervisor will investigate the report and make a recommendation to the Superintendent. The Superintendent will render a decision regarding the claim.

10.7 In order to keep Employees safe, the District may establish measures, procedures, and policies that Employees will be expected to adhere to in order to ensure the safety of Employees and students.

## **ARTICLE 11**

### **HOURS OF WORK/OVERTIME**

11.1 The employment cycle for twelve (12} month Employees begins on July 1 and ends on June 30. Ten (10} month Employees shall be employed two hundred nine (209} days.

11.2 All Employees shall be assigned definite hours of work with designated starting and ending times. Work schedules showing the Employees hours of work will be provided to Employees at the beginning of the school year. The workday for all Employees will be eight (8) hours. The District reserves the right to establish a flexible work week during the summer.

11.3 Each Employee shall be provided a thirty (30} minute duty free lunch period daily without pay. Employees shall receive two (2) paid fifteen (15) minute duty free rest periods, both of which shall be scheduled as near the middle of each half of the workday as is practicable. With supervisory approval, rest periods may be combined with the Employee's lunch periods. All Employees shall have the right to leave the Employee's premises during their lunch period.

#### 11.4 Overtime

11.4.1 The normal work week shall consist of five (5) consecutive days, normally Monday through Friday. Employees who work more than forty (40} hours in any seven day work week (Monday through Sunday) shall be paid one and one-half (1-1/2} times the Employee's regular hourly rate of pay. Employees who are scheduled to work on Saturday and will work more than forty (40} hours in that seven day work week shall be paid at the premium rate of one and one-half (1-1/2} their regular hourly rate of pay. Employees who are scheduled to work on a Sunday or holiday shall be paid at the premium rate of double-time (2) their regular hourly rate of pay.

11.4.2 No Employee shall be required to work on weekends (unless part of the Employee's normal work week) or holidays except on a voluntary basis.

11.4.3 The Fair Labor Standard Act (FLSA) guidelines will be followed in compensating Employees for overtime. The FLSA requirement to pay overtime for hours worked over forty (40) in a week applies only to time the Employee actually spends working.

11.4.4 Paid holidays as recognized by this Joint Resolution shall be considered hours worked. Employees who agree to work on a paid holiday shall be paid at the premium rate of double-time (2) their regular hourly rate of pay.

11.4.5 All E m p l o y e e s will be required to follow the District's time and attendance system. Instructions on how to utilize the time and attendance system will be provided to all E m p l o y e e s .

## **ARTICLE 12 HOLIDAYS**

12.1 The following shall be scheduled paid holidays for each category of Employees:

### Twelve Month Employees

Labor Day  
Wednesday before Thanksgiving Day  
Thanksgiving Day  
Friday after Thanksgiving  
December 24th  
December 25th  
December 31st  
January 1<sup>st</sup>  
Martin Luther King Day  
President's Day  
Memorial Day  
Juneteenth  
July 4th

### Ten Month Employees

Labor Day  
Wednesday before Thanksgiving Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
December 24th  
December 25th  
January 1st  
Memorial Day  
January 1st  
Martin Luther King Day  
President's Day  
Memorial Day  
Juneteenth, if part of your extended school year calendar  
July 4<sup>th</sup> if part of your extended school year calendar

12.1 Twelve (12) month Employees shall be granted three (3) days between December 25 and December 31.

12.2 When a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. However, the District reserves the right to follow the federal or state observance date for any holiday. Twelve (12) month Employees who will be eligible for one (1) paid floating day July 1 and June 30 at the Employee's choice, upon a three (3) day notice.

## **ARTICLE 13**

### **INCLEMENT WEATHER AND OTHER EMERGENCIES**

13.1 If ten (10) month or twelve (12) month Employees are unable to work a full day because their school is closed due to inclement weather or mechanical breakdown of plant building or equipment, the following guidelines apply:

1. The District will reschedule an adequate number of student attendance days to meet state attendance requirements during the remaining school year,
2. Employees that have a previously scheduled absence on a day that is cancelled because of inclement weather, or a mechanical failure will have their requested time reinstated to their bank by the District. Article 13.1 does not apply to Employees who are on a Board approved leave of absence.
3. Employee(s) will not suffer any loss of regular pay.

13.2 In case of inclement weather when the District schools, work sites and/or offices are open, but the Employee may not be able to safely report to work, the Employee may use vacation leave, paid leave or unpaid leave.

13.3 Employees have the right to use their own judgment whether or not it is safe to come to work during inclement weather. All Employees must call their supervisor or their secretary to report absences and whether they want the absence recorded as vacation leave, paid leave or unpaid leave.

13.4 Ten (10) month Employees in the District Schools shall not be eligible for additional compensation or holiday premium pay in cases where additional workdays for pupil attendance must be scheduled by the District as emergency closing make-up days in order to meet the state requirement of one hundred seventy-four (174) pupil attendance days. However, prior to scheduling additional workdays for pupil attendance, the District, whenever possible, shall utilize additional teacher workdays as pupil attendance make-up days.

## **ARTICLE 14 VACATION**

14.1 Employees who are employed to work full-time (twelve-month basis), shall earn paid vacation at the rate of:

- .833 day per month or ten (10) days per fiscal year beginning the first (1<sup>st</sup>) year of employment through the fifth (5<sup>th</sup>) year.
- 1.25 days per month or fifteen (15) days per fiscal year beginning with the sixth (6<sup>th</sup>) year of employment through the twelfth (12<sup>th</sup>) year.
- 1.66 days per month or twenty (20) days per fiscal year beginning with the thirteenth (13<sup>th</sup>) year of employment.
- 2.0833 days per month or twenty-five (25) days per fiscal year beginning with the twenty-fifth (25<sup>th</sup>) year of employment. Twenty-five (25) days shall be the maximum number of vacation days an Employee may earn within any fiscal year July 1 through June 30.
- Vacation shall not be earned while the Employee is on non-paid leave of absence.

14.2 Days of vacation earned may be taken at any time in the fiscal year with the advanced approval of the administrative supervisor or their designee. As of July 1, 2019, no Employee may have more than twenty (20) days of accrued vacation. All accrued vacation days in excess of twenty (20) days as of July 1 of any year will be converted one-for-one to days of paid time off (PTO) leave. Staff will not be paid for vacation days in excess of twenty (20) days upon separation from the District. There will be no exception to this rule.

14.3 Employees who are employed in a position requiring less than a full workday or less than continuous employment throughout the fiscal year, July 1 through June 30, shall not be entitled to vacation.

14.3.1 If a full-time Employee transfers to a position requiring less than a full workday or less than continuous employment throughout the fiscal year, the Employee shall be paid for accrued vacation days at their per diem rate.

14.3.2 If an Employee separates from the District with accrued vacation, the Employee shall be paid the accrued days at their per diem rate. The District shall provide each Employee a monthly accounting of accrued vacation leave.

# ARTICLE 15

## GRIEVANCE PROCEDURE

### 15.1 DEFINITIONS

15.1.1A "grievant" shall mean an Employee, group of Employees, the Association filing a grievance on behalf of a named Employee, or as an entity in matters pertaining to this Resolution.

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

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

15.1.4 "Days" shall mean workdays, except as otherwise indicated. "Workdays" shall refer to the days when Employees are on duty. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next step of the procedure.

15.1.5 Evaluation decisions and judgments of Employee performance or the termination of services of an Employee are excluded from this grievance procedure. (Reference "Appeal of the Performance Evaluation Process" as outlined in the PBE guidelines for resolution of PBE matters.)

### 15.2 Rights to Representation

15.2.1 The Board shall recognize grievance representatives upon their identification by the Association. Upon the grievant's request, an Association representative shall be present for any meetings, hearings, appeals or other proceeding relating to a grievance which has been formally presented in writing. A grievant may be represented at all steps of the grievance procedure by themselves, or, at their option, by an Association representative if Association representation may be made in a timely manner.

15.2.2 A class grievance involving more than one supervisor and a grievance involving the administrator above the level of the E m p l o y e e s direct supervisor, may be filed by the Association at Step II. In such instances the Employee's supervisor(s) shall be notified five (5) days in advance of the intended filing by the Association of said grievance.

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

### 15.3 Individual Rights

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

### 15.4 Procedure

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

15.4.2 Step I - If the grievant is not satisfied with the disposition of the Informal Process, then the grievant may, within ten (10) working days submit the grievance in writing to the administrative supervisor or their designee, with a copy to the Chief People and Culture Officer and Superintendent. The administrative supervisor or their designee will arrange for a meeting to take place within seven (7) working days after receipt of the written grievance. Upon conclusion of the hearing, the administrative supervisor or their designee will have seven (7) working days to provide the grievant with their written decision.

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

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

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

## 15.5 Exceptions to Time Limits

15.5.1 When a grievance is submitted by a ten (10) month Employee on or after May 1, the parties agree to attempt to reach a resolution regarding the grievance prior to the end of the school year.

## 15.6 No Reprisals

15.6.1 No reprisals of any kind will be taken by the Board or the District against any Employees because of their participation in this grievance procedure.

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

## 15.7 Cooperation of Board and Administration

15.7.1 The Board and the administration will cooperate with the Association in its investigation of any grievance; and further, will furnish the Association such information as is reasonably requested for the processing of any grievance.

## 15.8 Personnel Files

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

15.9 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

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

15.11 No event from a prior fiscal year or school year for ten (10) month Employees (July 1-June 30) will be considered grievable.

## **ARTICLE 16**

### **SALARY AND SALARY PAYMENT**

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

16.2 Increment steps for twelve (12) month Employees shall take effect July 1 of each year during the term of this Resolution. Ten (10) month Employees shall receive an increment step at the beginning of their contracted year. An Employee shall receive increment credit and advancement when employed one-half (1/2) or more of the annual number of workdays the position is authorized during the school year. A financial emergency may affect the ability of the District to offer an annual increment step. If this occurs, the Board or its designee will meet with Association representatives to discuss the emergency and the District's solution regarding salaries/increment steps.

16.3 Employees shall be paid for the hours that they work, less such amounts that are authorized to be withheld or are otherwise deductible, according to the District's payroll calendar. Effective July 1, 2017, all Employees will receive salary payments in arrears. Paydays shall be the fifteenth (15<sup>th</sup>) day and the last working day of each month. When a payday falls on a holiday or a day that is not scheduled as a regular workday, the paycheck will be issued on the preceding workday with the exception of spring/winter break. Paychecks will be issued as stipulated on the District's Payroll Calendar during spring and winter breaks. Employees shall be placed on the salary schedule appropriate to their job classification. For the purpose of placement on the appropriate step of the salary schedule,

16.4 Employees shall be given credit for previous comparable full-time work experience. The District will only utilize employment experience listed on the District-approved application to determine schedule placement. If an Employee underrepresented employment experience on their application during their initial hire, they may submit additional employment verification information within sixty (60) calendar days from their Board of Education-approved hire date to the Office of Employee Success and Engagement for consideration. The Office of Employee Success and Engagement will determine if the information provided will result in a change to the Employee's schedule placement. Any change in schedule placement will be prospective from the Board of Education's approval of the new hourly rate. The District, at its discretion, will grant a maximum of six (6) years of credited service for Employees new to the District or re-employed by the District. The term comparable shall be defined as service in a position with any public or private enterprise/institution where the Employee's required qualifications and job functions were substantially similar to the qualifications and functions required by the District's position.

16.5 Ten (10) month Employees who work during the summer shall be compensated at an hourly rate of pay based on their per diem.

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

16.7 Any additional pay provided to Employees within the SESPA bargaining unit, which is outside the scope of Article 19, shall be mutually agreed upon by the Association and the District prior to implementation.

## **ARTICLE 17**

### **TRANSPORTATION REIMBURSEMENT**

17.1 Employees will be reimbursed for mileage when use of personal automobile is required to perform job responsibilities. Mileage reimbursement will be provided for business-related travel that is an integral part of the Employee's job. Reimbursement will be based upon Board-approved rate. It is the Employee's responsibility to follow the mileage reimbursement process. Failure to do so could result in delay in payment or in non-payment.

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

17.3 Mileage reimbursement will be monitored by the Employee's immediate supervisor. All requests for mileage reimbursement should be submitted to the Employee's immediate supervisor. Request for mileage reimbursement must be submitted by the fifth (5<sup>th</sup>) day of the month immediately following the month(s) for which reimbursement is being requested.

17.4 Request for mileage reimbursement should be submitted monthly if the amount to be reimbursed exceeds \$40.00. If mileage reimbursement is less than \$40.00, the request for mileage reimbursement should be submitted quarterly, i.e. September, December, March and June. Payment for mileage will be received within approximately six (6) weeks after reimbursement request is approved by the Employee's immediate supervisor and authorized by the Board.

## **ARTICLE 18**

### **TUITION REIMBURSEMENT**

18.1 If available, the district shall set aside funds for the purpose of tuition reimbursement for full-time staff based on the annual budget within the following guidelines:

- The maximum dollar amount of reimbursement per credit hour will not exceed the amount charged for undergraduate or graduate hours by the University of Missouri-St. Louis (UMSL) or the actual cost whichever is lower.
- Six (6) undergraduate or six (6) graduate credit hours shall be the maximum number of credit hours per Employee for reimbursement in any school year beginning with the fall semester and concluding at the end of the following summer session.
- This regulation will not reimburse any course for which the Employee incurs no tuition cost. Incidental costs including, but not limited to, textbooks, supplies, registration, and parking fees will not be reimbursed.
- In cases of financial emergency, the district reserves the right to make necessary adjustments or to eliminate the allotted dollar amount reserved for tuition reimbursement.

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

- Enroll in a college credit, CEU workshop or certification/licensure maintenance course that has been approved by the Office of Employee Success and Engagement.
- Earn a grade of “C” or above for undergraduate courses, earn a grade of “B” or above for graduate courses or “certificate of completion” or “pass” if grading is pass/fail.
- Be employed full-time. No payment will be made to Employees who are no longer employed by the district at the time of reimbursement.

18.2 Complete the necessary form(s) for your course(s) or workshop(s) and submit it to the Office of Employee Success and Engagement. Only submit a form for course(s) and workshop(s) that you will be taking during the upcoming semester.

18.3 Employees who meet the requirements and anticipate receiving reimbursement must submit an application to the Office of Employee Success and Engagement where a final determination regarding reimbursements will be made. If approval is denied, the Employee shall receive in writing the reason for the denial.

18.4 Annually budgeted tuition reimbursement funds will be allocated until the funded amount is expended each fiscal year.

18.5 The Board of Education retains full authority to revise and/or discontinue tuition reimbursement at any time.

18.6 All applications must be submitted by the deadline stated without exception. Late submissions will not be processed.

Applications must contain the following:

- Name of college/university
- Official title of course(s) and course number
- Number of credit hours per course
- Degree credit type
- Start and end date of course(s)
- Cost per credit hour
- Statement of coursework relevance to position with the-district

18.7 Tuition reimbursement is based on the annual tuition rates established by UMSL for the maximum number of credit hours allowed.

18.8 All Employees that apply for tuition reimbursement will receive notification from the Office of Employee Success and Engagement whether their application has been approved or denied.

18.9 Approval of coursework does not guarantee tuition reimbursement. After courses are completed, the following items are required:

An official transcript or grade report issued by the college/university The minimum grade requirement must be met. An itemized receipt or official proof of payment issued by the college/university

18.10 Reimbursement monies will be issued to eligible Employees at the end of each deadline period. The deadlines to submit required documentation will be October 1<sup>st</sup>, February 1<sup>st</sup>, and June 1<sup>st</sup> for each school year.

18.11 Transcripts and receipts/proof of payment must be received by stated deadlines without exception. Late submissions will not be processed.

18.12 Reimbursement may be impacted by fiscal limitations.

## **ARTICLE 19 EXTRA PAY**

19.1 Extra pay may be required in order to fill a vacancy that may exist for the following reasons:

### Vacancy Due to Resignation, Retirement or Transfer

19.1.1 A position is temporarily vacant due to resignation, retirement, or transfer.

19.1.2 Any Employee who is temporarily assigned to perform the primary job duties/responsibilities for a vacancy due to resignation, retirement or transfer shall be compensated an additional two dollars and seventy-five cents (\$2.75) per hour effective the date of assuming such primary duties/responsibilities. No more than one Employee shall be selected to provide coverage for a vacancy due to resignation, retirement, or transfer.

### Vacancy Due to a Leave of Absence

19.2. A position is temporarily vacant due to a leave of absence.

19.2.1 After a period of ten {10} working days, any Employee who is temporarily assigned to perform the primary job duties/responsibilities for a vacancy due to a leave of absence shall be compensated an additional two dollars and seventy-five cents (\$2.75) per hour.

19.3 The selection of an Employee shall be made from within the department in which the vacancy due to resignation, retirement, transfer, or leave of absence occurs.

## **ARTICLE 20 INSURANCE AND FRINGE BENEFITS**

20.1 Article 20 applies to full time Employees only unless otherwise required by state or federal law.

20.2 The Board shall pay the Employee costs of the insurance premiums for individual coverage for Board-specified Group Health/Medical Insurance, Group Vision Insurance and Group Family Dental Insurance. New Employees and their eligible dependents shall have benefits coverage starting their first day of employment. This is their first day worked.

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

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

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

20.6 The Board shall offer an IRS Section 125 plan for qualified medical and dependent care expenses.

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

20.8 The Department of Business and Finance (Risk Management) will notify all Employees of any changes in medical/dental/vision, and group term life insurance provided by the District.

## **ARTICLE 21**

### **PAID TIME OFF (PTO)**

21.1 At the beginning of each work year, each Employee that is not currently on a non-paid leave of absence shall accrue a paid time off (PTO) allowance of thirteen (13) days with full pay for ten (10) month Employees and fifteen (15) days for twelve (12) month Employees. PTO may be used as needed by the Employee. Each Employee's unused PTO allowance shall accumulate from year to year, with unlimited accumulation. An Employee may utilize a maximum of five (5) consecutive PTO days in one occurrence. For planned PTO occurrences, the Employee will inform their immediate supervisor accordingly and submit a time off request in the District's time and attendance system. Employees can view their PTO balance via the District's time and attendance system. Employees are expected to monitor the PTO hours noted in the District's time and attendance system. Any suspected discrepancy relating to absences must be reported to the payroll department within thirty (30) days of the pay period when the discrepancy occurred.

#### General Provisions

21.2 Except in cases of emergency, two (2) days advance notice to the Employee's immediate supervisor is required for the Employee to take PTO. No explanation as to the purpose of PTO shall be required. The District has the discretion to deny a request for PTO when, in the opinion of the immediate supervisor, such PTO would unduly disrupt the delivery of educational services or District operations. Except in cases of emergency, prior approval of the Employee's immediate supervisor shall be required in cases where the Employee's PTO would exceed two (2) consecutive days, falls on the first and last day of student attendance or the day before or after a holiday or break. In such instances, a statement of the reasons for the PTO will be required.

21.3 Employees shall not be paid PTO days upon resignation or termination from employment.

21.4 Employees hired after the start of the school year will receive a prorated PTO allowance.

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

21.5 Employees who are sick and as a result exceed five (5) consecutive PTO days per occurrence may be required to provide a physician's statement/medical release from a practicing health care provider, as that term is defined in 29 CFR 825.125, indicating inability to work on the PTO days utilized due to illness unless the absence is covered by the District's Family and Medical Leave Act (FMLA) Policy. This physician's statement/medical release detailing the reason for exceeding five (5) consecutive PTO days due to illness should be provided to the Office of Employee Success and Engagement upon the Employee's return to work.

#### PTO Usage during Family and Medical Leave Act (FMLA) and District Medical Leave

21.6 Employees who have a serious health condition as defined by the District's Family and Medical Leave Act (FMLA) Policy, are required to provide an FMLA Certification of Healthcare Form from their medical provider indicating an inability to work and indicating

the return to work date. The FMLA Certification of Healthcare Form is to be received in the Office of Employee Success and Engagement as required by federal law.

21.7 The District shall apply all accrued PTO to an FMLA absence to the extent allowed by law and Board Policy. If an Employee exhausts FMLA leave, they may apply for a District medical leave, which requires written medical documentation to validate the Employee's inability to return to work. An Employee may continue to utilize accrued PTO while on an approved District medical leave. Details regarding District medical leave can be found in Article 22.

#### Return to Work from a FMLA or District Medical Leave

21.8 A physician's statement/medical release is required to return to work after being on FMLA or District medical leave and must be submitted to the Office of Employee Success and Engagement either prior to or on the day of return. The medical release statement shall be from a health care provider, as that term is defined in 29 CFR 825.125, and shall release the Employee to return to their previous job assignment or another assignment for which the Employee is qualified, without restrictions. If the medical release restricts the essential duties performed by the Employee in their job position and said restrictions prohibit the Employee from performing the essential responsibilities of the job assignment as specified in the job description and Standard Operating Procedure, action will be taken on a case-by-case basis and in accordance with the Americans with Disabilities Act (ADA). The District will notify the Employee of any work restrictions and accommodations that it determines to be reasonable.

#### Abuse of PTO

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

#### Communication and Submittal of PTO Requests

21.10 The District and the Association recognize that Employee requirements regarding the communication of an absence may be different based on department and/or building location. An Employee must communicate an absence as directed by their immediate supervisor. Employee must contact their immediate supervisor regarding absence as soon as possible so that arrangements may be made for appropriate coverage. Using the established procedure, Employees must contact their immediate supervisor regarding their absence no later than one (1) hour prior to the beginning of the work day. In emergency situations in which this is not possible, the absence should be reported to their immediate supervisor as soon as possible. Employees will be required to submit a time off request utilizing the District's time and attendance system.

#### Pay Out of PTO Upon Retirement

21.11 Subject to cost containment procedural considerations, any Employee can sell back to the District up to ten (10) days of PTO per year at eighty dollars (\$80.00) per day, provided the Employee maintains a sixty (60) day PTO balance.

21.12 Upon death or retirement, from the District, up to one hundred and ninety (190) days of an Employee's accumulated PTO will be credited at a total cost to the District at the rate of one hundred and fifty dollars (\$150) per day.

21.12.1 Prior to retiring, the Employee shall advise the District in writing of their irrevocable option to be paid the accumulated PTO in a lump sum at the appropriate rate. In order to prove retired status, written evidence must be supplied from the appropriate retirement system, indicating that the individual is receiving retirement benefits.

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

### Perfect Attendance Bonus

21.13 Employees will have the opportunity to receive two hundred and fifty dollars (\$250) for each entire quarter of perfect attendance. Perfect attendance is defined as not having any absences or unexcused time during an entire quarter which means no use of PTO days or non-paid absences. The first entire quarter of the school year will be from the beginning of the school year through October 31, the second entire quarter of the year will be designated from November 1 through January 15, the third entire quarter of the school year will be from January 16 through March 15, and the fourth entire quarter of the school year will be from March 16 through the end of the school year. The perfect attendance bonus, for each quarter will be paid one month following the end of the quarter. An Employee will not receive the perfect attendance bonus in the event they separate from the district prior to the end of the current school year. Use of bereavement leave, Jury Duty leave, leave for Court Subpoena, Crime Victim leave, critical leave, vacation and/or Election leave will not be counted as an interruption of perfect attendance. Employees that have perfect attendance all four quarters will receive an additional five hundred dollars (\$500) perfect attendance bonus for the year which will be paid on the last payroll of the school year.

## **ARTICLE 22**

### **NON-PAID LEAVE OF ABSENCE**

22.1 The Board of Education recognizes that the personal welfare of its Employees may require occasional extended absences from duty. Non-paid leave of absence shall be granted at the discretion of the Board upon application through the Chief People and Culture Officer. Employees will be eligible for non-paid leave of absence one (1) calendar year from the first day of their current employment in the District.

#### 22.2 General Provisions

##### Non-Paid Leave of Absence

22.2.1 A full-time Employee who is eligible, may request to receive up to thirty (30) work days of non-paid leave of absence in a twelve (12) month rolling period.

- A. For a non-paid leave of absence request to be considered, an Employee must submit the appropriate application to the Office of Employee Success and Engagement. Except in cases of emergency, the required application form should be submitted at least a one (1) month prior to the start date of the non-paid leave request. Any exception to the one (1) month notice must be approved by the Chief People and Culture Officer.
- B. By mutual agreement between the Employee and the District, the Employee may return to work earlier than originally approved. The request must be submitted in writing to the Office of Employee Success and Engagement.

22.2.2 Employees returning from a non-paid leave of absence shall resume their previous assignment. An Employee who is absent sixty (60) work days or less will return to the same position.

22.2.3 An Employee absent more than sixty (60) work days may be placed in the same, equivalent, or other positions for which they are qualified. In cases where a position with the equivalent level designation as the Employee's previous position may not be available, the Employee may be reassigned to a lower level position. However, the Employee shall maintain their current level salary until such time as the salary applicable to the new position shall be equal to their current level designation salary. If a position that is equivalent to the Employee's previous level designation becomes available, the Employee will have five (5) working days to accept or reject the position. If the Employee rejects the position, a change in salary commensurate to the lower level position will become effective the pay period following the rejection of the equivalent position.

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

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

## 22.3 District Medical Leave

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

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

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

22.3.3 An Employee must submit, to the Office of Employee Success and Engagement, a physician's statement/medical release completed by a health care provider, as that term is defined in 29 CFR 825.125, prior to or on the day of return from FMLA leave or District Medical Leave. If the physician's statement/medical release restricts the essential responsibilities performed by the Employee and said restrictions prohibit the Employee from performing the essential responsibilities of the job assignment as specified in the job description, the Employee shall not be permitted to return to work until said Employee has met with the Office of Employee Success and Engagement to discuss any work restrictions and has been notified by the Office of Employee Success and Engagement of any approved work restrictions in accordance with the Americans with Disabilities Act (ACA).

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

## 22.4 Child-rearing/Bonding Leave

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

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

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

22.4.3 Child-rearing/bonding leave will be limited to a maximum of ninety (90) calendar days.

22.4.4 By mutual agreement between the Employee and the District, the Employee may return to work earlier than originally approved. The request must be submitted in writing to the Office of Employee Success and Engagement.

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

22.4.6 Employees may be responsible for monthly benefit contributions while on an approved child-rearing/bonding leave, in accordance with any applicable law(s). The District will continue benefits coverage for Employees in accordance with provisions of the FMLA leave, the duration of which could vary based upon unused balance of leave to which the Employee is entitled under FMLA.

## 22.5 Education Leave

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

22.5.2 For an education leave request to be considered, an Employee must submit a written request to the Office of Employee Success and Engagement. Beginning and ending dates of the absence shall be included in the written request.

22.5.3 Education leave will be limited to a maximum of one hundred and twenty (120) calendar days throughout the entirety of an Employee's employment with the District.

22.5.4 By mutual agreement between the Employee and the District, the Employee may return to work earlier than originally approved. The request shall be submitted in writing to the Office of Employee Success and Engagement.

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

## 22.6 Other Reasons at the Discretion of the Board of Education

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

## **ARTICLE 23 OTHER LEAVE PROVISIONS**

### **23.1 Bereavement Leave**

23.1.1 When a death occurs in an Employee's family, the Employee may take up to five (5) days off with pay to attend the funeral or make funeral arrangements. The district may require verification of the need for leave.

23.1.2 The district defines "family member" to include spouse, partner, child, parent, sibling, grandparent, grandchild, aunt, uncle, cousin, niece, nephew, guardian, stepchildren, stepparent, stepsibling and in-law to those listed. Bereavement will also be available for employees that experience a miscarriage.

23.1.3 After the exhaustion of five (5) days of bereavement leave, the Employee may use PTO leave.

### **23.2 Jury Duty/Legal Leave**

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

23.2.2 An Employee subpoenaed by any legislative, judicial, or administrative tribunal hearing shall be allowed time away from work with pay for such purpose providing it is in the best interest of the District as determined by the Superintendent or designee.

### **23.3 Military Leave**

23.3.1 All District Employees are entitled to leave of absence from their respective duties without loss of time, pay, regular absence provisions, impairment of evaluation rating, or any other rights or benefits to which otherwise entitled, for military services in accordance with State and Federal Laws, during which they are engaged in the performance of duty or training in the service of the State or of the United States under competent order. The military leave of absence shall not exceed the maximum number of days allowed by State and Federal Law per fiscal year. Before any payment of salary is made covering the period of the leave, the Employee shall file with the District an official order from the appropriate authority as evidence of such duty. This order shall contain the certification by the Employee's commanding officer of performance of duty in accordance with the terms of such order. Extended leave may also be granted, without pay, for service in the Armed Forces of the United States.

23.3.2 The Employee will be reinstated to the same or an equivalent position when the District receives an application for reemployment that conforms to the requirements of State and Federal Law.

- Upon reinstatement, salary shall be based on the schedule for which the Employee would have qualified for had leave not been taken.

### 23.3.3 Military leave shall not:

- Cause loss of previously accumulated PTO;
- Constitute a break in consecutive years of employment.

## 23.4 Critical Leave

23.4.1 Critical Leave is absence with pay that is taken separately from PTO. Up to five (5) days annually may be used for Critical Leave. Unused days cannot be rolled over or accumulated for future use. FMLA qualifying absences will run concurrently with FMLA allotments.

Critical Leave may be used for circumstances connected to one or more of the following reasons:

1. Catastrophic loss of property/home because of natural disaster, such as a tornado, fire, flood or other significant property damage.
2. Critical illness or injury of the Employee that requires emergency medical treatment through extended hospitalization beyond three days.
3. Critical illness or injury of a qualified family member (as defined under FMLA Guidelines) requires emergency medical treatment through extended hospitalization beyond three days.

23.4.2 Critical leave due to illness or injury of a qualified family member means an illness or injury is present in which the attending physician considers sufficiently serious to require the staff member's presence at the bedside or requires the Employee to remain in the vicinity of the hospital.

23.4.3 Employees applying for Critical Leave must submit appropriate documentation and file a request, with the Chief People and Culture Officer or their designee. If the Employee is the subject of the critical illness and is unable to file the request, a qualifying family, as define under the FMLA Guidelines can submit the request on their behalf within thirty (30) days of the incident.

23.4.4 Nothing contained herein shall be construed as precluding the Employee from using accrued paid leave for additional days needed if the Employee is eligible for such leave.

23.4.5 An Employee may submit a written appeal request for Critical Leave to the Chief People and Culture Officer or their designee for relationships not listed under FMLA Guidelines.

## 23.5 Paid Parental Leave

23.5.1 Beginning July 1, 2023, a child that is born, adopted, or fostered on or after this date, the Employee will be able to apply for Paid Parental Leave. This shall also be applicable to an Employee that becomes a court appointed legal guardian of a minor child on or after July 1, 2023.

23.5.2 The District shall provide forty (40) days of paid consecutive leave not charged against the Employee's PTO. After the forty (40) days of paid consecutive leave provided by the District, has been exhausted, the Employee will then use any PTO, vacation, or unpaid leave to fulfill the FMLA maximum of twelve (12) weeks if the need to continue leave exists.

23.5.3 If both parents are Employees, the District shall provide forty (40) combined paid leave days. The District will allow the Employees to utilize this leave at the same time or separate, in any combination of days but shall not exceed a combined forty (40) total days, per FMLA guidelines..

23.5.4 Health insurance benefits will continue to be provided during the paid parental leave under this policy at the same rate as in effect before the leave was taken regardless of the length of service, provided the Employee has at least one full year of service.

23.5.5 Employees who are ineligible for FMLA leave may take up to six (6) weeks of leave for birth, adoption, or foster care of a child and will be charged any combination of accrued PTO, vacation, or unpaid leave. Employees must provide medical certification.

23.5.6 Pregnant Employees who need more than six (6) weeks of non-FMLA leave for a pregnancy-related incapacity must provide certification of the medical necessity for such leave.

23.5.7 This section creates no rights extending beyond the contracted period of employment. FMLA certification and recertification procedures apply to FMLA-eligible employees. An Employee must notify the district of the need for and anticipated duration of the leave at least thirty (30) days before leave is to begin, if foreseeable. If thirty (30) days' notice is not practicable, the Employee must give as much notice as possible, usually within two (2) business days. In most cases, it should be practicable to provide notice of the need for leave either the same day as the need for leave becomes known, or the next business day. A pregnant Employee shall continue in the performance of their duties if it does not impair their ability to perform their duties, based on medical opinion.

## 23.6 Paid Time Off (PTO) Bank

23.6.1 The purpose of the Paid Time Off Bank is to allow Employees to donate their accrued but unused paid time off (PTO) to fellow Employees who are experiencing a serious health condition and need time off but have exhausted their own PTO and any other available paid leave. This provides a way for Employees to support one another during difficult times. This is a voluntary program. No Employee is required or obligated to donate any PTO.

23.6.2 To donate PTO or to submit a request to receive PTO from the PTO Bank, follow the procedure and guidelines established in Board Policy GBBDF.

## **ARTICLE 24**

### **SENIORITY**

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

24.2 Part-time Employees do not accrue seniority during the period of part-time employment but shall retain any seniority accrued during any period of full-time employment, if any, provided there has been no interruption in continuous employment.

24.3 Employees hired in a full-time position whose assignment is reduced to a part-time position shall retain all previously accrued seniority. The Employee shall continue to accrue seniority during the period of part-time employment for the remainder of the fiscal year in which the reduction occurred provided that the part-time employment is at least one-half (1/2) the annual number of workdays authorized for the position.

24.4 An Employee who voluntarily accepts a position outside of the SESPA bargaining unit will be notified accordingly that the consequence of such action will be forfeiture of seniority in the bargaining unit. If such employee voluntarily transfers back to a position in this bargaining unit, seniority will be established as the first day of reassignment in the bargaining unit position.

## **ARTICLE 25**

### **JOB DESCRIPTION AND STANDARD OPERATING PROCEDURES {SOP}/REVIEW AND STAFF DEVELOPMENT**

25.1 Job Descriptions and SOPs - There shall be a generic job description for each secretary/clerk level and a SOP for each Employee position. The District shall have the right to change job descriptions and SOPs as needed and shall notify the Association of the District's intent to do so within thirty (30) calendar days of job description and/or SOP changes. Prior to adoption, the SESPAs Review Committee may provide input regarding changes to current job descriptions and for the proposed job descriptions of newly budgeted positions per Article 25.5.

Each Employee shall be given a copy of any new or revised language added to their corresponding job description and/or SOP at the time of their annual review.

#### 25.2 New Employees

25.2.1 Within the first month of employment all new Employees or transferred Employees shall receive a comprehensive orientation regarding office procedures, the telephone system, sources for supplies and materials, use of forms for various reports, and general orientation regarding the terms and conditions of employment. In addition, Employees shall be given training on any office equipment/computers used in their new jobs including software.

25.2.2 The District will assist new Employees in becoming oriented to the District through direct observation of the Employee's work providing written summaries of those observations together with any recommendations the administrators may have for the Employee. Probationary Employees shall be so observed for ninety (90) days. After thirty (30) days an evaluation shall be made in accordance with evaluation procedures and upon completion of a sixty (60) day period a second informal review shall be made. The District must determine the status of continuing employment based on the ninety (90) day evaluation.

25.2.3 The District reserves the right to terminate the employment of probationary Employees at any time during their probationary period. After ninety (90) days of probationary period, the District shall continue to employ all Employees unless there is just cause to terminate an Employee. (The District reserves the right to reduce its work force pursuant to the reduction in force procedures of this Resolution)

25.3 Transferred Employees - Employees who transfer to a new position shall receive training regarding office procedures and new equipment/computers/software required for their position.

25.4 Training Opportunities - The District shall regularly develop and distribute a list of training opportunities available to all Employees.

25.5 SESPA Review Committee Two representatives of the District and two representatives of the Association shall meet once in the fall and once in the spring for a maximum of two hours to discuss issues of mutual concern. The Committee shall:

- A. provide input regarding current job descriptions
- B. provide input regarding requests from supervisors for job reclassification or level changes
- C. provide input regarding the level of new positions prior to their being presented to the Board
- D. discuss the orientation activities for new and transferred Employees
- E. discuss training opportunities, both those currently offered by the District and those recommended by the Association
- F. discuss other issues of mutual concern in Employee development.

Recommendations for further action will be sent to the Chief People and Culture Officer who will report back to the committee as to the disposition of each recommendation.

25.6 The District and Association shall convene a committee to begin discussing training, staff allocation, absence coverage, development of procedures, and evaluation needs during the 2016-2017 school year.

## **ARTICLE 26**

### **VOLUNTARY TRANSFERS**

26.1 Voluntary transfer positions are those positions that the Employee requests paying the same or lower salary.

26.2 Vacancies will be posted in all designated lunch and break rooms of District worksites within five (5) workdays after a position is authorized to be filled. Any vacancy announcement shall include all requirements and qualifications for the position including the typing speed preferred where applicable. The announcement shall indicate the region and building in which the vacancy exists and indicate whether or not the vacancy is in a bargaining unit position. A starting date for the position will be provided if possible.

26.3 After one (1) year of employment with the District, Employees who desire to voluntarily transfer to another building and/or position may file a written statement of such desire with the Chief People and Culture Officer. Such statement shall include the position(s) and/or building(s) to which they desire to be transferred, in order of preference.

26.4 In the disposition of requests for voluntary transfers, interview preference shall be given to all qualified Employees (as determined by the District) that are already employed by the District and who have applied for the vacancy. No such request shall be denied arbitrarily or capriciously. The Employees will be notified in writing when a voluntary transfer request interview has been denied. In cases where the transfer interview is denied, the Employees may contact the Chief People and Culture Officer or their designee for an explanation. An Employee will be notified when they have not been selected for a position that they have interviewed for.

26.5 Any Employee who is voluntarily transferred must successfully complete a seven (7) business day special review period before being permanently appointed to the new position. At the conclusion of that seven (7) day period, the Employee shall be permitted to reject the position, or the supervisor may reject that Employee as being unqualified. A grievance cannot be filed in this matter. If the Employee is not permanently appointed they will be reassigned to their previous position. If an Employee rejects a voluntary transfer they may not apply for another voluntary transfer for one (1) year.

26.6 An Employee will be allowed to make only one (1) voluntary transfer in any twelve (12) month period.

#### 26.7 Guidelines for employing temporary help

26.7.1 A "vacant" budgeted position may not ordinarily be filled on a temporary basis for more than sixty (60) days. Temporary assignments which need to be extended beyond sixty (60) days will be discussed with the Association.

26.7.2 The Association will be notified within ten (10) working days of the names of temporary staff filling temporary positions and the positions to which assigned.

## **ARTICLE 27**

### **INVOLUNTARY TRANSFERS**

27.1 No vacancy shall be filled by means of involuntary transfers or reassignment if the District determines that there are qualified known volunteers available to fill said position.

27.2 When an involuntary transfer or reassignment is necessary, the following shall be considered when determining which Employee is to be transferred or reassigned:

1. the needs of the District
2. the Employee's area of competence
3. Employee volunteers
4. the Employee's length of service in the department
5. the Employee's seniority in the District.

27.3 When an involuntary transfer or reassignment is necessary, an Employee's qualification as determined by the application of items 1 and 2 in Subsection 27.2 shall be considered in determining which Employee is to be transferred or reassigned. If more than one Employee is qualified for the position as determined by the District, the Employee with the lowest length of service in the department will be involuntarily transferred. If two or more Employees have the same length of service in the department, the Employee with the lowest District seniority will be transferred.

27.4 An involuntary transfer or reassignment shall be made only after consultation between the Employee(s) involved and the immediate supervisor at which time the Employee(s) shall be notified of the reason for the transfer. In the event that an Employee objects to the transfer, upon request of the Employee, the immediate supervisor or their designee shall meet with the Employee and Association representatives and attempt to resolve the matter.

27.5 Employees who have been involuntarily reassigned may subsequently choose to file a voluntary transfer request with the Chief People and Culture Officer. Such request shall be processed on the basis of the criteria outlined in the Voluntary Transfer Article. An Employee being involuntarily transferred shall be placed only in an equivalent position - i.e., one that does not involve reduction in rank or total compensation. In cases where such equivalent position may not be available the Employee may be transferred to a position paying a lower salary, but the Employee shall maintain their current salary until such time as the salary applicable to the new position shall be equal to their current salary. If an equivalent position for which the Employee is qualified becomes vacant, the Employee will be offered the position. If the Employee does not accept said position, the Employee will be placed on the salary schedule consistent with the position to which they are currently assigned.

## **ARTICLE 28 PROMOTIONS**

28.1 Promotional positions are those positions paying a higher salary.

28.2 After one year of employment, Employees who desire to apply for promotional positions shall submit their applications in writing to the Chief People and Culture Officer within the time limit specified in the internally posted notice of vacancy.

28.3 The Employee may update their skill test (typing, spelling, etc.) by taking a new test on the first Friday of each month. If at the time the Employee applies for a promotional position and the skill test is less than six months old, the Employee will not be required to take any additional tests.

28.4 In filling all vacancies, the District shall seek to promote the most qualified Employee. Preference shall be given to qualified Employees (qualifications as determined by the District) already employed by the District over any other equally qualified candidate. Current qualified Employees who apply for a promotional position shall be interviewed by the prospective supervisor and other administrative personnel. If all Employees are equally qualified seniority prevails in the final selection. In cases where the promotion is denied, the Employee will be notified of the decision in writing. If they wish to discuss the decision, they should contact the Chief People and Culture Officer or their designee for an explanation.

28.5 Within seven (7) business days, the District may nullify a promotion, or the Employee may reject a promotion. In either case, the Employee will return to their previous position. A grievance may not be filed regarding this matter. If an Employee rejects a promotion then they may not apply for a transfer for one (1) year.

28.6 An Employee who has been promoted to a promotional position shall generally be placed in such position upon final selection and upon approval by the Board.

## **ARTICLE 29**

### **REDUCTION IN FORCE**

29.1 The District reserves the right to reduce its work force pursuant to the reduction in force procedures of this Resolution.

29.2 The term "layoff" as used herein refers to action by the Board reducing the number of Employees in the Bargaining unit due to District/Departmental reorganization or financial reasons. It does not refer to decisions to discharge an individual Employee for cause.

29.3 In the event of layoff, the Board shall provide written notice, as soon as possible but no later than thirty (30) days prior to the effective date of layoff or prior to the end of employment period to all affected Employees.

29.4 In the event that the Board anticipates a layoff of Employees, the Board will immediately notify the Association, at which time the District will publish and provide to the Association a seniority list ranking each Employee from greatest to least seniority as defined in the Seniority Article.

29.5 Each division (Special Education, Vocational, Business, the Office of Employee Success and Engagement, etc.) is responsible for determining the positions to be reduced in that division. The reduction in staff shall be implemented by the Chief People and Culture Officer according to the procedures and the following sequence:

29.5.1 Attrition - The District will make every effort to minimize and/or eliminate the need for layoffs through attrition.

29.5.2 District Seniority - Employees will be laid-off according to their seniority. In the event of more than one individual Employee having the same seniority ranking, all Employees so affected shall participate in a drawing by lot, to determine position on the seniority rating list. The Association and all Employees so affected shall be given written notice seven (7) working days prior to any such event. The notice shall contain the date, place and time of the drawing. The drawing shall be conducted openly. The Association may attend any such drawing.

29.6 All retained Employees face possible reassignments to fill authorized positions within their division. Prior to any changes in assignment the immediate supervisor will discuss those changes with the Employee.

29.6.1 If the Employee is not in agreement with the new assignment the Employee may request to be placed in an unassigned pool. Reassignment from the unassigned pool will be based upon the Employee's interest and application of the following criteria:

- The needs of the District.
- The Employee's area of competency.
- The Employee's seniority in the District shall be considered when determining the Employee's reassignment.

29.6.2 In the event an Employee is to be placed outside their current job assignment as a result of layoff, the District shall provide such Employee necessary retraining, and orientation to the new assignment without cost to the Employee. If the new assignment constitutes a reduction in salary, the Employee shall be offered the same consideration as provided to Employees in the Involuntary Transfer Article.

## 29.7 Recall Procedure

29.7.1 Laid off Employees shall be placed into a re-employment pool and shall remain in such pool for a maximum period of twelve (12) months from date of lay-off. Reassignment from this pool to existing vacancies shall be made on the basis of the Employee's ranking on the seniority list, and the qualifications required to fill the vacant position. No new Employees shall be hired to fill existing or new positions until the pool has been exhausted, unless there are no qualified Employees on layoff. If the Employee rejects a position which is equivalent in pay, and for which the person is qualified (as determined by the District), said rejection will be considered a voluntary resignation. In cases where the vacant position would constitute a promotion for Employees on layoff, said position will be made available upon application to all Employees including Employees on layoff and filled in accordance with the Promotion Article.

29.7.2 The District shall give written notice of recall from layoff by sending a certified letter to said Employee at their last known address. It shall be the responsibility of each Employee to notify the District, in writing, of any change in address. The Employee's address as it appears on the District's records shall be conclusive when used in connection with layoffs, recall, or other notice to the Employee. If the Employee is unable to accept the position offered or does not respond to the notice of recall within fifteen (15) working days, unless a written extension is granted in advance by the Board or designee, the Employee shall be considered to have voluntarily terminated their employment relationship with the District.

## 29.8 Layoff Benefits

- The District shall pay the full cost of the current health and life insurance benefit programs of all Employees on layoff for three (3) months beginning the month after the Employee's District-paid benefits would normally cease.
- At the time of their recall and upon their recall and upon their return to active employment, the Employee will be provided all benefits which Employees are entitled to at that time and the Employee's unused accumulated PTO will be restored to the Employee.
- The recalled Employee will be compensated according to the salary grade and range for the position to which recalled, according to Employee's experience in the District. Employees promoted to a position at a higher grade will be compensated according to the salary schedule.
- The period of layoff shall not impair the seniority of the Employee as per the Article on Seniority.

**ARTICLE 30  
RESIGNATION OF EMPLOYEES**

30.1 An Employee who is resigning shall give the Chief People and Culture Officer no less than two (2) weeks written notice. Failure to provide such notice may cause forfeiture of accrued benefits.

## **ARTICLE 31**

### **MANAGEMENT RIGHTS**

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

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

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

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

## **ARTICLE 32**

### **COMPLETE DISCUSSIONS**

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

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

**ARTICLE 33**  
**DURATION**

33.1 The term of this Resolution's language shall be from July 1, 2023, until June 30, 2026.

33.2 The term of this Resolution for salary shall be from July 1, 2023, until June 30, 2026.

10-Month Secretary/Clerical  
 SESPA Local 901  
 2023-24 Hourly Rate Schedule



| Level 1 |       | Level 1<br>Longevity 6-10<br>Years | Level 1<br>Longevity 11-15<br>Years | Level 1<br>Longevity 16-20<br>Years | Level 1<br>Longevity 21+<br>Years |
|---------|-------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|
| 1       | 21.19 |                                    |                                     |                                     |                                   |
| 2       | 21.65 |                                    |                                     |                                     |                                   |
| 3       | 22.22 |                                    |                                     |                                     |                                   |
| 4       | 22.78 |                                    |                                     |                                     |                                   |
| 5       | 23.35 |                                    |                                     |                                     |                                   |
| 6       | 23.91 | 24.51                              |                                     |                                     |                                   |
| 7       | 24.47 | 25.07                              |                                     |                                     |                                   |
| 8       | 25.04 | 25.64                              |                                     |                                     |                                   |
| 9       | 25.61 | 26.21                              |                                     |                                     |                                   |
| 10      | 26.17 | 26.77                              |                                     |                                     |                                   |
| 11      | 26.73 | 27.33                              |                                     |                                     |                                   |
| 12      | 27.30 | 27.90                              |                                     |                                     |                                   |
| 13      | 28.23 | 28.83                              | 29.43                               | 30.02                               | 30.62                             |

| Level 2 |       | Level 2<br>Longevity 6-10<br>Years | Level 2<br>Longevity 11-15<br>Years | Level 2<br>Longevity 16-20<br>Years | Level 2<br>Longevity 21+<br>Years |
|---------|-------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|
| 1       | 20.48 |                                    |                                     |                                     |                                   |
| 2       | 20.92 |                                    |                                     |                                     |                                   |
| 3       | 21.46 |                                    |                                     |                                     |                                   |
| 4       | 21.99 |                                    |                                     |                                     |                                   |
| 5       | 22.52 |                                    |                                     |                                     |                                   |
| 6       | 23.05 | 23.65                              |                                     |                                     |                                   |
| 7       | 23.59 | 24.19                              |                                     |                                     |                                   |
| 8       | 24.12 | 24.72                              |                                     |                                     |                                   |
| 9       | 24.65 | 25.25                              |                                     |                                     |                                   |
| 10      | 25.18 | 25.78                              |                                     |                                     |                                   |
| 11      | 25.72 | 26.32                              |                                     |                                     |                                   |
| 12      | 26.25 | 26.85                              |                                     |                                     |                                   |
| 13      | 27.19 | 27.79                              | 28.39                               | 28.98                               | 29.58                             |

|    | Level 3 | Level 3<br>Longevity 6-10<br>Years | Level 3<br>Longevity<br>11-15 Years | Level 3<br>Longevity 16-20<br>Years | Level 3<br>Longevity 21+<br>Years |
|----|---------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|
| 1  | 19.91   |                                    |                                     |                                     |                                   |
| 2  | 20.41   |                                    |                                     |                                     |                                   |
| 3  | 20.92   |                                    |                                     |                                     |                                   |
| 4  | 21.44   |                                    |                                     |                                     |                                   |
| 5  | 21.94   |                                    |                                     |                                     |                                   |
| 6  | 22.45   | 23.05                              |                                     |                                     |                                   |
| 7  | 22.97   | 23.57                              |                                     |                                     |                                   |
| 8  | 23.48   | 24.08                              |                                     |                                     |                                   |
| 9  | 23.71   | 24.31                              |                                     |                                     |                                   |
| 10 | 24.50   | 25.10                              |                                     |                                     |                                   |
| 11 | 25.02   | 25.62                              |                                     |                                     |                                   |
| 12 | 25.53   | 26.13                              |                                     |                                     |                                   |
| 13 | 26.38   | 26.98                              | 27.58                               | 28.17                               | 28.77                             |

This schedule includes an overall 6.01% increase.  
 Eligible staff members will receive step movement and a longevity differential.  
 Longevity is based on current consecutive years of service with SSD.  
 Steps on the salary schedule do not represent years of service with the district.

Board Approved: June 27, 2023  
 Board Approved (Revised): July 25, 2023  
 Effective: July 1, 2023

12-Month Secretary/Clerical  
 SESPA Local 901  
 2023-24 Hourly Rate Schedule



|    | Level 1 | Level 1<br>Longevity 6-10<br>Years | Level 1<br>Longevity 11-15<br>Years | Level 1<br>Longevity 16-20<br>Years | Level 1<br>Longevity<br>21+<br>Years |
|----|---------|------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|
| 1  | 21.19   |                                    |                                     |                                     |                                      |
| 2  | 21.65   |                                    |                                     |                                     |                                      |
| 3  | 22.22   |                                    |                                     |                                     |                                      |
| 4  | 22.78   |                                    |                                     |                                     |                                      |
| 5  | 23.35   |                                    |                                     |                                     |                                      |
| 6  | 23.91   | 24.39                              |                                     |                                     |                                      |
| 7  | 24.47   | 24.95                              |                                     |                                     |                                      |
| 8  | 25.04   | 25.52                              |                                     |                                     |                                      |
| 9  | 25.61   | 26.09                              |                                     |                                     |                                      |
| 10 | 26.17   | 26.65                              |                                     |                                     |                                      |
| 11 | 26.73   | 27.21                              |                                     |                                     |                                      |
| 12 | 27.30   | 27.78                              |                                     |                                     |                                      |
| 13 | 28.23   | 28.71                              | 29.19                               | 29.67                               | 30.15                                |

|    | Level 2 | Level 2<br>Longevity 6-10<br>Years | Level 2<br>Longevity 11-15<br>Years | Level 2<br>Longevity 16-20<br>Years | Level 2<br>Longevity<br>21+<br>Years |
|----|---------|------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|
| 1  | 20.48   |                                    |                                     |                                     |                                      |
| 2  | 20.92   |                                    |                                     |                                     |                                      |
| 3  | 21.46   |                                    |                                     |                                     |                                      |
| 4  | 21.99   |                                    |                                     |                                     |                                      |
| 5  | 22.52   |                                    |                                     |                                     |                                      |
| 6  | 23.05   | 23.53                              |                                     |                                     |                                      |
| 7  | 23.59   | 24.07                              |                                     |                                     |                                      |
| 8  | 24.12   | 24.60                              |                                     |                                     |                                      |
| 9  | 24.65   | 25.13                              |                                     |                                     |                                      |
| 10 | 25.18   | 25.66                              |                                     |                                     |                                      |
| 11 | 25.72   | 26.20                              |                                     |                                     |                                      |
| 12 | 26.25   | 26.73                              |                                     |                                     |                                      |
| 13 | 27.19   | 27.67                              | 28.15                               | 28.63                               | 29.11                                |

|    | Level 3 | Level 3<br>Longevity 6-10<br>Years | Level 3<br>Longevity<br>11-15 Years | Level 3<br>Longevity 16-20<br>Years | Level 3<br>Longevity<br>21+<br>Years |
|----|---------|------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|
| 1  | 19.91   |                                    |                                     |                                     |                                      |
| 2  | 20.41   |                                    |                                     |                                     |                                      |
| 3  | 20.92   |                                    |                                     |                                     |                                      |
| 4  | 21.44   |                                    |                                     |                                     |                                      |
| 5  | 21.94   |                                    |                                     |                                     |                                      |
| 6  | 22.45   | 22.93                              |                                     |                                     |                                      |
| 7  | 22.97   | 23.45                              |                                     |                                     |                                      |
| 8  | 23.48   | 23.96                              |                                     |                                     |                                      |
| 9  | 23.71   | 24.19                              |                                     |                                     |                                      |
| 10 | 24.50   | 24.98                              |                                     |                                     |                                      |
| 11 | 25.02   | 25.50                              |                                     |                                     |                                      |
| 12 | 25.53   | 26.01                              |                                     |                                     |                                      |
| 13 | 26.38   | 26.86                              | 27.34                               | 27.82                               | 28.30                                |

This schedule includes an overall 6.01% increase.  
 Eligible staff members will receive step movement and a longevity differential.  
 Longevity is based on current consecutive years of service with SSD.  
 Steps on the salary schedule do not represent years of service with the district.

Board Approved: June 27, 2023  
 Effective: July 1, 2023

10-Month Secretary/Clerical  
 SESPA Local 901  
 2024-25 Hourly Rate Schedule



|    | Level 1 | Level 1<br>Longevity 6-10<br>Years | Level 1<br>Longevity 11-15<br>Years | Level 1<br>Longevity 16-20<br>Years | Level 1<br>Longevity 21+<br>Years |
|----|---------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|
| 1  | 21.84   |                                    |                                     |                                     |                                   |
| 2  | 22.32   |                                    |                                     |                                     |                                   |
| 3  | 22.90   |                                    |                                     |                                     |                                   |
| 4  | 23.48   |                                    |                                     |                                     |                                   |
| 5  | 24.07   |                                    |                                     |                                     |                                   |
| 6  | 24.65   | 25.25                              |                                     |                                     |                                   |
| 7  | 25.22   | 25.82                              |                                     |                                     |                                   |
| 8  | 25.81   | 26.41                              |                                     |                                     |                                   |
| 9  | 26.40   | 27.00                              |                                     |                                     |                                   |
| 10 | 26.98   | 27.58                              |                                     |                                     |                                   |
| 11 | 27.55   | 28.15                              |                                     |                                     |                                   |
| 12 | 28.14   | 28.74                              |                                     |                                     |                                   |
| 13 | 29.10   | 29.70                              | 30.30                               | 30.89                               | 31.49                             |

|    | Level 2 | Level 2<br>Longevity 6-10<br>Years | Level 2<br>Longevity 11-15<br>Years | Level 2<br>Longevity 16-20<br>Years | Level 2<br>Longevity 21+<br>Years |
|----|---------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|
| 1  | 21.11   |                                    |                                     |                                     |                                   |
| 2  | 21.56   |                                    |                                     |                                     |                                   |
| 3  | 22.12   |                                    |                                     |                                     |                                   |
| 4  | 22.67   |                                    |                                     |                                     |                                   |
| 5  | 23.21   |                                    |                                     |                                     |                                   |
| 6  | 23.76   | 24.36                              |                                     |                                     |                                   |
| 7  | 24.32   | 24.92                              |                                     |                                     |                                   |
| 8  | 24.86   | 25.46                              |                                     |                                     |                                   |
| 9  | 25.41   | 26.01                              |                                     |                                     |                                   |
| 10 | 25.96   | 26.56                              |                                     |                                     |                                   |
| 11 | 26.51   | 27.11                              |                                     |                                     |                                   |
| 12 | 27.06   | 27.66                              |                                     |                                     |                                   |
| 13 | 28.03   | 28.63                              | 29.23                               | 29.82                               | 30.42                             |

|    | Level 3 | Level 3<br>Longevity 6-10<br>Years | Level 3<br>Longevity<br>11-15 Years | Level 3<br>Longevity 16-20<br>Years | Level 3<br>Longevity 21+<br>Years |
|----|---------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|
| 1  | 20.52   |                                    |                                     |                                     |                                   |
| 2  | 21.04   |                                    |                                     |                                     |                                   |
| 3  | 21.56   |                                    |                                     |                                     |                                   |
| 4  | 22.10   |                                    |                                     |                                     |                                   |
| 5  | 22.62   |                                    |                                     |                                     |                                   |
| 6  | 23.14   | 23.74                              |                                     |                                     |                                   |
| 7  | 23.68   | 24.28                              |                                     |                                     |                                   |
| 8  | 24.20   | 24.80                              |                                     |                                     |                                   |
| 9  | 24.44   | 25.04                              |                                     |                                     |                                   |
| 10 | 25.25   | 25.85                              |                                     |                                     |                                   |
| 11 | 25.79   | 26.39                              |                                     |                                     |                                   |
| 12 | 26.32   | 26.92                              |                                     |                                     |                                   |
| 13 | 27.19   | 27.79                              | 28.39                               | 28.98                               | 29.58                             |

This schedule includes an overall 4% increase.  
 Eligible staff members will receive step movement and a longevity differential.  
 Longevity is based on current consecutive years of service with SSD.  
 Steps on the salary schedule do not represent years of service with the district.

Board Approved: June 27, 2023  
 Board Approved (Revised): July 25, 2023  
 Effective: July 1, 2023

12-Month Secretary/Clerical  
 SESPA Local 901  
 2024-25 Hourly Rate Schedule



|    | Level 1 | Level 1<br>Longevity 6-10<br>Years | Level 1<br>Longevity 11-15<br>Years | Level 1<br>Longevity 16-20<br>Years | Level 1<br>Longevity 21+<br>Years |
|----|---------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|
| 1  | 21.84   |                                    |                                     |                                     |                                   |
| 2  | 22.32   |                                    |                                     |                                     |                                   |
| 3  | 22.90   |                                    |                                     |                                     |                                   |
| 4  | 23.48   |                                    |                                     |                                     |                                   |
| 5  | 24.07   |                                    |                                     |                                     |                                   |
| 6  | 24.65   | 25.13                              |                                     |                                     |                                   |
| 7  | 25.22   | 25.70                              |                                     |                                     |                                   |
| 8  | 25.81   | 26.29                              |                                     |                                     |                                   |
| 9  | 26.40   | 26.88                              |                                     |                                     |                                   |
| 10 | 26.98   | 27.46                              |                                     |                                     |                                   |
| 11 | 27.55   | 28.03                              |                                     |                                     |                                   |
| 12 | 28.14   | 28.62                              |                                     |                                     |                                   |
| 13 | 29.10   | 29.58                              | 30.06                               | 30.54                               | 31.02                             |

|    | Level 2 | Level 2<br>Longevity 6-10<br>Years | Level 2<br>Longevity 11-15<br>Years | Level 2<br>Longevity 16-20<br>Years | Level 2<br>Longevity 21+<br>Years |
|----|---------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|
| 1  | 21.11   |                                    |                                     |                                     |                                   |
| 2  | 21.56   |                                    |                                     |                                     |                                   |
| 3  | 22.12   |                                    |                                     |                                     |                                   |
| 4  | 22.67   |                                    |                                     |                                     |                                   |
| 5  | 23.21   |                                    |                                     |                                     |                                   |
| 6  | 23.76   | 24.24                              |                                     |                                     |                                   |
| 7  | 24.32   | 24.80                              |                                     |                                     |                                   |
| 8  | 24.86   | 25.34                              |                                     |                                     |                                   |
| 9  | 25.41   | 25.89                              |                                     |                                     |                                   |
| 10 | 25.96   | 26.44                              |                                     |                                     |                                   |
| 11 | 26.51   | 26.99                              |                                     |                                     |                                   |
| 12 | 27.06   | 27.54                              |                                     |                                     |                                   |
| 13 | 28.03   | 28.51                              | 28.99                               | 29.47                               | 29.95                             |

|    | Level 3 | Level 3<br>Longevity 6-10<br>Years | Level 3<br>Longevity<br>11-15 Years | Level 3<br>Longevity 16-20<br>Years | Level 3<br>Longevity 21+<br>Years |
|----|---------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|
| 1  | 20.52   |                                    |                                     |                                     |                                   |
| 2  | 21.04   |                                    |                                     |                                     |                                   |
| 3  | 21.56   |                                    |                                     |                                     |                                   |
| 4  | 22.10   |                                    |                                     |                                     |                                   |
| 5  | 22.62   |                                    |                                     |                                     |                                   |
| 6  | 23.14   | 23.62                              |                                     |                                     |                                   |
| 7  | 23.68   | 24.16                              |                                     |                                     |                                   |
| 8  | 24.20   | 24.68                              |                                     |                                     |                                   |
| 9  | 24.44   | 24.92                              |                                     |                                     |                                   |
| 10 | 25.25   | 25.73                              |                                     |                                     |                                   |
| 11 | 25.79   | 26.27                              |                                     |                                     |                                   |
| 12 | 26.32   | 26.80                              |                                     |                                     |                                   |
| 13 | 27.19   | 27.67                              | 28.15                               | 28.63                               | 29.11                             |

This schedule includes an overall 4% increase.  
 Eligible staff members will receive step movement and a longevity differential.  
 Longevity is based on current consecutive years of service with SSD.  
 Steps on the salary schedule do not represent years of service with the district.

Board Approved: June 27, 2023  
 Effective: July 1, 2023

10-Month Secretary/Clerical  
 SESPA Local 901  
 2025-26 Hourly Rate Schedule



|    | Level 1 | Level 1<br>Longevity 6-10<br>Years | Level 1<br>Longevity 11-15<br>Years | Level 1<br>Longevity 16-20<br>Years | Level 1<br>Longevity 21+<br>Years |
|----|---------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|
| 1  | 22.41   |                                    |                                     |                                     |                                   |
| 2  | 22.90   |                                    |                                     |                                     |                                   |
| 3  | 23.49   |                                    |                                     |                                     |                                   |
| 4  | 24.09   |                                    |                                     |                                     |                                   |
| 5  | 24.69   |                                    |                                     |                                     |                                   |
| 6  | 25.29   | 25.89                              |                                     |                                     |                                   |
| 7  | 25.87   | 26.47                              |                                     |                                     |                                   |
| 8  | 26.48   | 27.08                              |                                     |                                     |                                   |
| 9  | 27.09   | 27.69                              |                                     |                                     |                                   |
| 10 | 27.68   | 28.28                              |                                     |                                     |                                   |
| 11 | 28.26   | 28.86                              |                                     |                                     |                                   |
| 12 | 28.87   | 29.47                              |                                     |                                     |                                   |
| 13 | 29.86   | 30.46                              | 31.06                               | 31.65                               | 32.25                             |

|    | Level 2 | Level 2<br>Longevity 6-10<br>Years | Level 2<br>Longevity 11-15<br>Years | Level 2<br>Longevity 16-20<br>Years | Level 2<br>Longevity 21+<br>Years |
|----|---------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|
| 1  | 21.66   |                                    |                                     |                                     |                                   |
| 2  | 22.12   |                                    |                                     |                                     |                                   |
| 3  | 22.69   |                                    |                                     |                                     |                                   |
| 4  | 23.26   |                                    |                                     |                                     |                                   |
| 5  | 23.81   |                                    |                                     |                                     |                                   |
| 6  | 24.38   | 24.98                              |                                     |                                     |                                   |
| 7  | 24.95   | 25.55                              |                                     |                                     |                                   |
| 8  | 25.51   | 26.11                              |                                     |                                     |                                   |
| 9  | 26.07   | 26.67                              |                                     |                                     |                                   |
| 10 | 26.63   | 27.23                              |                                     |                                     |                                   |
| 11 | 27.20   | 27.80                              |                                     |                                     |                                   |
| 12 | 27.76   | 28.36                              |                                     |                                     |                                   |
| 13 | 28.76   | 29.36                              | 29.96                               | 30.55                               | 31.15                             |

|    | Level 3 | Level 3<br>Longevity 6-10<br>Years | Level 3<br>Longevity<br>11-15 Years | Level 3<br>Longevity 16-20<br>Years | Level 3<br>Longevity 21+<br>Years |
|----|---------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|
| 1  | 21.05   |                                    |                                     |                                     |                                   |
| 2  | 21.59   |                                    |                                     |                                     |                                   |
| 3  | 22.12   |                                    |                                     |                                     |                                   |
| 4  | 22.67   |                                    |                                     |                                     |                                   |
| 5  | 23.21   |                                    |                                     |                                     |                                   |
| 6  | 23.74   | 24.34                              |                                     |                                     |                                   |
| 7  | 24.29   | 24.89                              |                                     |                                     |                                   |
| 8  | 24.83   | 25.43                              |                                     |                                     |                                   |
| 9  | 25.07   | 25.67                              |                                     |                                     |                                   |
| 10 | 25.91   | 26.51                              |                                     |                                     |                                   |
| 11 | 26.46   | 27.06                              |                                     |                                     |                                   |
| 12 | 27.00   | 27.60                              |                                     |                                     |                                   |
| 13 | 27.90   | 28.50                              | 29.10                               | 29.69                               | 30.29                             |

This schedule includes an overall 3.5% increase.  
 Eligible staff members will receive step movement and a longevity differential.  
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12-Month Secretary/Clerical  
 SESPA Local 901  
 2025-26 Hourly Rate Schedule



|    | Level 1 | Level 1<br>Longevity 6-10<br>Years | Level 1<br>Longevity 11-15<br>Years | Level 1<br>Longevity 16-20<br>Years | Level 1<br>Longevity 21+<br>Years |
|----|---------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|
| 1  | 22.41   |                                    |                                     |                                     |                                   |
| 2  | 22.90   |                                    |                                     |                                     |                                   |
| 3  | 23.49   |                                    |                                     |                                     |                                   |
| 4  | 24.09   |                                    |                                     |                                     |                                   |
| 5  | 24.69   |                                    |                                     |                                     |                                   |
| 6  | 25.29   | 25.77                              |                                     |                                     |                                   |
| 7  | 25.87   | 26.35                              |                                     |                                     |                                   |
| 8  | 26.48   | 26.96                              |                                     |                                     |                                   |
| 9  | 27.09   | 27.57                              |                                     |                                     |                                   |
| 10 | 27.68   | 28.16                              |                                     |                                     |                                   |
| 11 | 28.26   | 28.74                              |                                     |                                     |                                   |
| 12 | 28.87   | 29.35                              |                                     |                                     |                                   |
| 13 | 29.86   | 30.34                              | 30.82                               | 31.30                               | 31.78                             |

|    | Level 2 | Level 2<br>Longevity 6-10<br>Years | Level 2<br>Longevity 11-15<br>Years | Level 2<br>Longevity 16-20<br>Years | Level 2<br>Longevity 21+<br>Years |
|----|---------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|
| 1  | 21.66   |                                    |                                     |                                     |                                   |
| 2  | 22.12   |                                    |                                     |                                     |                                   |
| 3  | 22.69   |                                    |                                     |                                     |                                   |
| 4  | 23.26   |                                    |                                     |                                     |                                   |
| 5  | 23.81   |                                    |                                     |                                     |                                   |
| 6  | 24.38   | 24.86                              |                                     |                                     |                                   |
| 7  | 24.95   | 25.43                              |                                     |                                     |                                   |
| 8  | 25.51   | 25.99                              |                                     |                                     |                                   |
| 9  | 26.07   | 26.55                              |                                     |                                     |                                   |
| 10 | 26.63   | 27.11                              |                                     |                                     |                                   |
| 11 | 27.20   | 27.68                              |                                     |                                     |                                   |
| 12 | 27.76   | 28.24                              |                                     |                                     |                                   |
| 13 | 28.76   | 29.24                              | 29.72                               | 30.20                               | 30.68                             |

|    | Level 3 | Level 3<br>Longevity 6-10<br>Years | Level 3<br>Longevity<br>11-15 Years | Level 3<br>Longevity 16-20<br>Years | Level 3<br>Longevity 21+<br>Years |
|----|---------|------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------|
| 1  | 21.05   |                                    |                                     |                                     |                                   |
| 2  | 21.59   |                                    |                                     |                                     |                                   |
| 3  | 22.12   |                                    |                                     |                                     |                                   |
| 4  | 22.67   |                                    |                                     |                                     |                                   |
| 5  | 23.21   |                                    |                                     |                                     |                                   |
| 6  | 23.74   | 24.22                              |                                     |                                     |                                   |
| 7  | 24.29   | 24.77                              |                                     |                                     |                                   |
| 8  | 24.83   | 25.31                              |                                     |                                     |                                   |
| 9  | 25.07   | 25.55                              |                                     |                                     |                                   |
| 10 | 25.91   | 26.39                              |                                     |                                     |                                   |
| 11 | 26.46   | 26.94                              |                                     |                                     |                                   |
| 12 | 27.00   | 27.48                              |                                     |                                     |                                   |
| 13 | 27.90   | 28.38                              | 28.86                               | 29.34                               | 29.82                             |

This schedule includes an overall 3.5% increase.

Eligible staff members will receive step movement and a longevity differential.

Longevity is based on current consecutive years of service with SSD.

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

Board Approved: June 27, 2023

Effective: July 1, 2023

**Memorandum of Understanding between the  
Special School District of St. Louis County (SSD) and the  
Special Education Support Personnel Association (SESPA)**

Effective June 2021, SESPA and SSD agree to meet as needed to discuss a process to review and revise job descriptions and standard operating procedures (SOPs) within the SESPA bargaining unit.