



THE SCHOOL DISTRICT OF
UNIVERSITY CITY

Transform the Life of Every Student Every Day!

ARTICLES OF AGREEMENT 2024-2026

Pertaining to the Custodial,
Maintenance, Food and
Nutrition and other
Support Staff Members
of the District

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PROFESSIONAL UNDERSTANDING

University City Federation of Teachers

Article 4040

1. **Recognition**
The District recognizes Local #3179 University City Federation of Teachers, UCFT, AFT/AFL-CIO as exclusive bargaining agent, to the extent authorized by applicable Missouri law, for the purpose of meeting and conferring as to salaries, wages, hours, and other conditions of employment for all employees in the unit described below.
2. **Unit Description**
All full-time Custodial/Maintenance employees of the University City School District, excluding faculty, administrators, confidential employees, professional employees, and supervisors, Missouri Board of State Mediation in Public Case No. R-87-015.
3. **Scope**
To the extent that this Article is inconsistent with Board Policy or Administrative Procedures of the District, Board Policy or Administrative Procedures shall be in control.
4. **Payroll Deduction**
The District will deduct each month dues from the pay of those Custodial/Maintenance employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the District by the Treasurer of the Union, and the aggregate deductions of all Custodial/Maintenance employees shall be remitted, together with an itemized statement, to the Treasurer of the Union by the first of the succeeding month, after such deductions are made. The Union will advise the Personnel Office of the appropriate address to which to mail dues deductions.
5. **Union Access to Premises**
Duly authorized officers and representatives of the Union shall be permitted to enter the District premises during working hours for the purpose of adjusting grievances arising pursuant to this Article. Duly authorized officers and representatives of the Union shall also be permitted to enter the District premises prior to 8:00 a.m. and after 4:00 p.m. for the purpose of Union business. No such officers and/or representatives shall in any manner, interfere with the conduct of business of the District or the work of any employee.
6. **Notices and Bulletins**
The Union may post Union related notices and bulletins on those bulletin boards designated by the District as Custodial/Maintenance employee's bulletin boards in each work location. All notices and materials are to be signed or initialed by an authorized Union representative.
7. **Mail System**
The school mail system may be used to facilitate the dissemination of officially identified Union material within the School District.

8. **Union Delegate**

Union delegates shall be able to apply to the Assistant Superintendent for Human Resources for up to fifteen (15) days annually to attend workshops, seminars, conferences, meet with legislators and other training sessions sponsored by the Union. To learn about new job performance skills and to gain job training that can be shared with co-workers as an ongoing staff development program. No union delegate's perfect attendance record will be jeopardized by participating in a training program.

Revised: May 19, 2016; June 10, 2010; May 15, 2002

Approved: May 21, 1998

Employment

Employment

Article 4103.1

1. The recommendation for initial appointment of support staff members shall be made by the Superintendent. The Superintendent shall assure that all persons nominated for employment meet the requirements and qualifications established for the particular position.
2. All educational support staff members shall be appointed by the Board of Education as "at will" employees. Internal candidates who meet employment qualifications are entitled to an interview.
3. The educational support staff includes all members of the following employee groups: secretarial, clerical, non-administrative non-teacher office support employees, custodial and maintenance employees, food and nutrition employees and other non-contractual full-time or part-time regular employees, certified or non-certified.
4. Educational support personnel letters of employment are issued as soon as feasible after salary schedule and concerns have been approved by the Board. Since full-time employees begin their year on July 1, the date for issuance of letters of employment is targeted for as close to the beginning of the fiscal year as possible.

In the event there is a delay, for any reason, letters of intent of re-employment for the next school year are sent to educational support personnel. Since the number of teacher aides is contingent upon the enrollment of students, these employees are not always notified until a determination has been made as to the number of aides needed.

5. Full-time educational support personnel are regular employees hired for forty (40) hours per week.
6. Part-time support personnel are regular employees hired for less than forty (40) hours per week.
7. If employment is canceled prior to the closing of the school term, by mutual consent, the salary shall be paid in full on a pro-rata basis for the time actually worked.
8. No person will be employed by the District for whom a criminal record check and review of the Missouri Department of Social Services Child Abuse/Neglect Registry have not been completed. The administration may also conduct random background checks after employment. As part of the criminal records check, any person employed after January 1, 2005, shall submit two sets of fingerprints to be used by the Missouri Highway Patrol and the Federal Bureau of Investigation. The fingerprints shall be collected pursuant to standards determined by the Missouri Highway Patrol.
9. All finalists for an employment position will be required to sign a release of liability authorizing prior employment, including school districts, to furnish any information

about the applicant and the applicant's work performance, including but not limited to discipline records and performance evaluations. Failure to check references and prior employment for new hires prior to their start date may result in disciplinary action up to and including suspension without pay.

Revised: June 19, 2015; July 15, 2010; July 13, 2006

Approved: May 21, 1998

Personnel Assignment and Transfer

Personnel Assignment

Article 4201

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

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

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

Support personnel will be notified of their tentative employment assignment for the next year by the end of the current school year.

A new employee mentoring program/buddy system for support staff will be implemented.

Support Staff Orientation

A small committee of support staff will work with administration to develop an orientation program for support staff from newly hired to five years employed, similar to new teacher orientation. Committee members will receive compensation for time spent on committee.

Floating Sub-nurse

Additional school nursing services will be provided annually (September 1st through November 30th) per authorization and requests from the District’s Executive Director of Student Services.

School Social Worker Assignment for Summer Session

There will be an allotment of one full-time equivalent (FTE) PreK-12 social worker during Summer Learning Academy.

Outside Agency Services

The Executive Director of Student Services, building and program leaders will make an earnest attempt to communicate with and elicit input from their respective staffs, especially social workers, of social services Agreements.

School Social Worker/Student Transportation

If an emergency manifests, the Executive Director of Student Services will be consulted for the availability of private or public transportation funding.

Building/Program/Department leaders may petition the Superintendent for funding, to help support students and their families during the holidays and during emergency times of need, via budgetary planning processes.

Contract Days – Nursing Staff

Two additional days of compensation will be approved for middle and high school nurses at the beginning of each academic year. Nurses will submit verification of compensable hours via “Time and Effort Log” five business days before either of the bi-monthly pay periods and will be compensated the subsequent pay period.

Revised effective: May 19, 2016; August, 2013; May, 2012; May, 2008; July 01, 2006
Approved: June 18, 1998

Duties, Schedules, and Working Hours: Non-Certified Staff

Article 4221

The working hours for hourly employees shall be established by his/her immediate supervisor. An initial establishment shall be made as a condition of employment.

Each employee shall be scheduled for an uninterrupted duty-free period of thirty (30) minutes in addition to the number of hours to be worked each day. Should a temporary, unanticipated emergency situation arise that may interrupt the duty-free lunch, lunch will be resumed and the employee will receive the full thirty (30) minutes within the same workday.

An eight (8) hour employee receives one fifteen (15) minute break in the a.m. and one fifteen (15) break in the p.m. An employee working less than eight (8) hours but more than four (4) hours receives one fifteen (15) minute break per shift.

Employees assigned to more than one location in a day shall be allowed reasonable travel time between assignments. This travel time shall be in addition to the duty-free lunch period of said employee.

Personnel cannot be permitted to trade lunch or break time in order to depart early.

The work year for Executive, Administrative and General Secretaries shall be determined by the

office in which they work or the work year of the administrator assigned as their evaluator.

The work year for all aides, assistants and food and nutrition staff shall be determined by the students' attendance year.

The work year for all custodial and maintenance staff shall be 260 days.

Compensatory Time

Individuals who begin work earlier or work later than their assigned hours must receive prior authorization from their immediate supervisor. Employees who violate the overtime provision will be subject to disciplinary action.

Individuals who work more than forty (40) hours during any work week will be awarded compensatory time off ("comp time"). Compensatory time will be awarded at the rate of one and one-half hours for each hour of overtime worked.

- a. Compensatory time may be accrued up to two hundred forty (240) hours (160 overtime hours). Overtime work beyond this maximum accrual will be monetarily compensated at the rate of one and one-half hours for each hour of overtime worked.
- b. Every effort will be made to permit the use of comp time at the earliest time mutually agreed upon by the individual and his/her supervisor. However, where the individual's absence would unduly disrupt the District's operations, the District retains the right to postpone comp time usage.
- c. Individuals with unused comp time who are terminated or who terminate their employment will be paid for unused comp time at their final hourly rate of pay.

In the event a principal, director, coordinator, or assistant superintendent wishes to arrange mutually agreeable exchange of a workday (i.e., a weekend, or work on a holiday period day), such an arrangement must be reported to the Assistant Superintendent for Human Resources stating:

1. Dates involved
2. Reason
3. Exchange date(s) for compensatory time

Such exchanges are to be done at the earliest time possible, preferably by the next week, and are to be recorded appropriately on the attendance report.

Overtime

Overtime will be by job classification and by District site. Support personnel who work longer than forty-hours per week (including holidays) will receive overtime pay at a rate of one and one-half times their regular rate of pay. The Department of Operations must approve all overtime in advance. No overtime will be honored without proper authorization. Periods of annual leave do not count as part of the forty-hour workweek. The normal work-week runs

Sunday through Saturday. An employee could be required to work overtime when necessary. The supervisor will solicit volunteers by job classification and District site, but if there are no volunteers, the supervisor will select personnel on a rotation basis based on seniority (least senior to most senior). Staff will be expected to work overtime if assigned unless the employee can show due cause. Verification could be required for excusing staff as a result of due cause.

Emergency Closing Days

In the event the schools, or at times a school, are closed due to snow, inclement weather, or for any other emergency reason, the following personnel are expected to report for work:

- Central Office Administrators
- Principal/Assistant Principal all levels
- All two hundred sixty (260) day certified and support employees
- Administrative Secretaries
- General Secretaries - two hundred sixty (260) day plus GS who conclude work on June 30th
- Maintenance and custodial personnel

In the event the District is closed, due to snow, inclement weather, or for any other emergency reason, the select Operations personnel may be required to report for work.

- Operations staff will receive double time pay for reporting to work.

Revised: April 18, 2024; July 13, 2006; May 19, 2005; June 12, 2003; May 15, 2002; January 11, 2001;

Approved: May 21, 1998

Absences, Leave and Vacation

General Attendance

Article 4310

Under this Regulation, the following definitions shall apply:

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

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

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

An employee whose date(s) of absence is foreseeable is expected to notify such employee's immediate supervisor before the actual date. Advance notification is sought to minimize the effect of the employee's absence on the operation of the District and the education of children.

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

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

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

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

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

A perfect attendance bonus will be awarded to ALL District employees, regardless of length of contract.

Revised: May 19, 2016; August 2, 2007; January 11, 2007; July 01, 2006

Approved: June 12, 2003

Family Medical Leave Act

Article 4315

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

FMLA Compliance Officer: Assistant Superintendent of Human Resources
School District of University City
8136 Groby Rd.
University City, MO 63130
314.290.4021

Sick Leave

Article 4320.1

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

1. Twelve (12) days per year for 12-month support staff employees.
2. Eleven (11) days per year for 11-month support staff members.
3. Eleven (11) days per year for 9-month teachers and other contractual staff members.
4. Staff members contracted or employed for less than full-time or less than a full year will be allotted sick leave proportional to the time employed.
5. Custodial/Maintenance and Food/Nutrition staff are not eligible for sick leave during the sixty (60) day probationary period.
6. The last paycheck in October will include the total number of sick leave days accumulated as of the preceding June 30.

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

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

Accumulation of Sick Leave - Sick leave is accumulated without limit. Each staff member will be allowed sick leave to the extent that yearly sick leave allowable to him in previous years of employment, commencing September, 1946, has not heretofore been used by the employee. The records of the Business and Finance Office shall conclusively determine the prior number of days not used. Any break in service, other than an approved leave, cancels accumulated sick leave of the employee.

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

1. Personal illness, injury, or temporary physical or mental disability. Childbirth will be treated as a temporary physical disability. The total period of temporary physical disability due to childbirth will generally be considered six (6) weeks for ordinary delivery, and eight (8) weeks for Cesarean delivery, unless the employee provides medical certification to the contrary.
2. Illness, injury, adoption, or temporary physical or mental disability within the immediate family.
3. Use of sick leave is limited to four (4) consecutive days per occurrence without a Family and Medical Leave Act (FMLA) certification form from a licensed health care provider or, alternatively, an application approved by Human Resources to draw sick leave pool days.
4. The Board reserves the right to require a licensed health care provider certificate where there is reasonable doubt as to the nature or extent of the absences. The Board also reserves the right to require a staff member to be examined by a licensed health care provider of the Board's choosing at the Board's expense when there is a reasonable doubt as to the nature or extent of the absences.

5. Sick leave may be taken in two-hour increments.
6. An employee who has exhausted all paid sick leave and personal leave but who has unused vacation time may choose to use such vacation time during an absence that would otherwise qualify under this Article.
7. Staff who leave the District after five (5) full school years of service (but who are not eligible for retirement) may return unused accumulated sick leave at the rate of 30% of their daily rate. In addition, teachers who are eligible for retirement under District rules will receive 40% of their final daily rate. Support staff members who are eligible for retirement under District rules will receive a final daily rate of 40% of their final daily rate.
8. Employees who are legally eligible under the Family and Medical Leave Act may also refer to the District's FMLA Regulation, which addresses leave for serious health conditions.
9. Employees have the option to sell back a maximum of 12 sick days two times each year. The sell-back amount is 30% of the daily pay rate. The District will payout a maximum of \$50,000 annually for annual sick leave sell back payouts.
10. Each staff member must maintain a balance of 25 sick days, to be eligible to sell back days. The deadlines for exercising this option are:
 - October 15th, with payment disbursed by December 15th
 - May 15th, with payment disbursed by June 15th

Sick Leave Pool

A. Statement of Purposes and Scope

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

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

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

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

B. Qualified Employees

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

C. “Long-Term Illness”

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

D. Childbirth

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

E. Application of Sick/Personal or Vacation Leave and Five-Day Waiting Period

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

F. U. City Gap Leave

1. When an employee has reached the maximum 15 sick leave pool days, the employee will not be permitted to draw any additional sick leave pool days for the remainder of that school year. The employee may then use his/her unused vacation days (if any). However, the District understands that, on occasion, an employee may exhaust all pool days and vacation days, yet not be able to return to work immediately thereafter, but the employee will be able to return to work on the employee's first scheduled workday of the following school year. The District has established the U. City Gap Leave to address this situation.
2. If an employee has used the full allotment of 15 pool days the employee may ask to be placed on U. City Gap Leave, provided that the employee's physician first provides written verification that the employee will be able to return to

work to perform the essential functions of his/her job (with or without reasonable accommodation as governed by law) on his/her first scheduled workday of the immediately following school year. In such event, the employee will be permitted to remain on U. City Gap Leave through the end of the school year in which the 15 days were drawn from the sick leave pool.

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

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

G. Administration and Review

1. Sick Leave Pool Withdrawal

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

2. Appeal to Superintendent

A decision to deny the Sick Leave Pool withdrawal, or to appeal another decision made under this Article, may be appealed in writing to the Superintendent of Schools within three (3) school days of the issuance of the decision at issue. The employee must submit a written explanation of his/her position on the matter so that the Superintendent may assess the situation. No formal hearing shall be held. However, the Superintendent will review the written submission of the employee. The Superintendent may amend, reverse, or approve the Assistant Superintendent's decision. To help her/him reach a decision on the appeal, the Superintendent may also request that the employee provide additional information that will enable it to make its determination. The decision of the Superintendent shall be final, and the applicant shall have no further appeal rights or right to grieve the matter to the Board.

3. Confidentiality

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

H. Emergency Sick Leave Pool Salary

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

I. Family and Medical Leave Act Coordination

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

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

An employee who has questions about the coordination between the sick leave pool rules described in this Article and the FMLA should contact the District's FMLA Compliance Coordinator, who is the Assistant Superintendent for Human Resources.

Revised: April 18, 2024; March 8, 2018; June 19, 2015; June 19, 2009; August 2, 2007; May 2005; May 20, 2004; June 12, 2003

Approved: May 21, 1998

Personal Leave

Article 4320.2

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

Requests for personal leave must be submitted to the principal\supervisor at least two (2) working days in advance of the date leave is to commence, except that in the event of an emergency the request will be made by the staff member as quickly as possible.

Personal leave should not be used on the day(s) before or after a holiday, or Parent-Conference day(s), except as approved by principal or supervisor. Principal/supervisor may seek a reason in determining his/her approval or disapproval of the request. Requests for such personal leave shall be submitted to the principal/supervisor at least five (5) working days in advance of the date leave is to commence.

Staff do not have to give a reason for personal leave. However, the principal/supervisor shall have the authority to deny personal leave requests with sufficient reason/cause. The employee will be notified as soon as possible in writing.

The Assistant Superintendent of Human Resources shall have the authority to deny personal leave requests when a significant percent of leave requests are made in advance, and such percent is deemed to interfere with the needs of the District by exceeding the available substitute resource pool.

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

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

Revised: July 15, 2010; August 2, 2007; January 11, 2007; July 01, 2006; May 20, 2004; June 12, 2003; September 6, 2001; March 16, 2000;
Approved: July 9, 1998

Bereavement Leave

Article 4320.3

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

A maximum of two (2) days bereavement leave will be allowed per occurrence because of the death of an uncle, aunt, nephew, or niece. For bereavement leave involving the death of uncle, aunt, nephew, or niece, one travel day may be allowed for necessary travel over 300 miles round trip with approval of the Assistant Superintendent of Human Resources.

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

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

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

Revised: May 19, 2016; June 19, 2009; January 11, 2007; July 01, 2006; May 15, 2002
Reaffirmed: May 21, 1998

Vacation

Article 4330

Educational support personnel, employed on 12 months per year basis, receive ten (10) days annual vacation with pay for complete years of employment one (1) through five (5). A complete year of employment is defined as July 1 through June 30. Vacation time shall be taken at such time as may be approved by the Supervisor.

Additional days of vacation are allowed according to the following table:

1 - 5 years	10 days vacation
6 - 10 years	15 days vacation - must complete 5 full years
11 - 15 years	20 days vacation - must complete 10 full years
16 - 18 years	21 days vacation - must complete 15 full years
19 - 21 years	22 days vacation - must complete 18 full years
22 - 24 years	23 days vacation - must complete 21 full years
25 - 27 years	24 days vacation - must complete 24 full years
28 - 30 years	25 days vacation - must complete 27 full years

This change in policy will affect vacation days earned during the period beginning July 1, 2004, through June 30, 2005. A complete year of employment is defined as July 1 through June 30. Vacation time shall be taken at such time as may be approved by the Supervisor.

During the first year of employment, eligible staff earn vacation days prorated from the date of employment to the end of the fiscal year and vacation days may not be taken in advance of accrual. Custodial/maintenance employees do not earn vacation days during their initial probationary period.

Eligible staff are encouraged to use all vacation days within twelve months of accrual. Maximum accumulation of one year's total earned and unused vacation days may carry forward from one fiscal year to the next.

Part-time educational support personnel, employed on a 9, 10 or 11 months per year basis, do not earn vacation.

Revised: July 15, 2004; May 20, 2004; November 1, 2001

Approved: July 8, 1998

Holidays

Article 4340

1. Certified and professional staff are contracted for the academic year. Paid holidays are as follows: Thanksgiving Day, December 25, and January 1
2. Full-time educational support personnel are hired for a 260 day work year (12 month employees). Paid holidays are as follows: July 4 , Labor Day, Thanksgiving Day, The Day After Thanksgiving, Winter Recess, Martin Luther King's Day, Presidents' Day, Spring Recess – 1 day, and Memorial Day
3. Part-time educational support personnel are hired for either 9, 10, or 11 months. All elementary and some secondary support employees work less than 12 months. Paid holidays are as follows: Labor Day, Thanksgiving Day, The Day After Thanksgiving, Winter Recess, Martin Luther King's Day, Presidents' Day, and Spring Recess - Friday
4. Temporary and substitute staff and those staff members whose compensation is determined solely by client contact hours shall not be eligible for paid holidays.

Revised: November 1, 2001

Approved: June 18, 1998

Professional Activities, Training and Professional Growth

Conferences and Travel

Article 4420.1

Guidelines for Travel and Conference Requests

In order to conservatively use funds and to provide an equal opportunity for staff to attend conferences, the following guidelines are established with respect to requests to be away from assigned duties in order to attend workshops and conferences:

1. Individuals who request to attend a professional conference must complete a Conference Request Form accurately and include all pertinent background information, as requested (e.g. brochure).
2. Requests must be signed by the principal or supervisor and submitted to the PDC Committee's mailbox located at the McNair Administration Building by the 1st Friday of each month so as to be received by the Assistant Superintendent for Human Resources at least 30 days prior to the date of the conference.
3. The District will pay registration fees.
4. Conference attendees will not be reimbursed unless proper documentation of attendance and verification of expenses are submitted.
5. Request to attend professional conferences for the sole purpose of selling items for personal gain or for professional organizations will not be approved.
6. Employees must state on the Conference Request Form whether or not the sponsoring organization is paying the conference attendee any monetary funds or travel expenses. Any employee who receives monetary funds from the sponsoring organization must remit these funds to the District.
11. If an employee is a presenter at a conference and receives payment for the presentation, he/she may keep the stipend.

Annual Workplace Bullying Training

There shall be annual Workplace Bullying Training for educational support staff via:

- 1) Mandatory training for new educational support employees during summer orientation,
- 2) Disseminating a Workplace Bullying survey to educational support staff employees after the first three weeks of the new school year,
- 3) Scheduling training for the current educational support staff based on the analysis of survey results by Human Resources and the UCFT representative;
- 4) Ensuring current educational support staff receive the training during second semester, and
- 5) Continuing the training cycle each academic year.

Professional Development Funds

Unencumbered support staff professional development funds in the amount of \$5,000 will be carried-over to the next year. The minimum annual allocation for support staff professional development will be \$15,000 and the maximum annual allocation for support staff professional development will be \$20,000.

Revised: May 19, 2016; May, 2014

Adopted: August 2, 2007

Tuition Assistance

Article 4531

The Board of Education recognizes the value of professional study and shall provide tuition reimbursement for support staff employees who successfully complete college credit or technical certification. Employees are required to receive prior approval from the superintendent or designee.

- a. The maximum dollar amount of reimbursement for college courses, or the equivalent, per credit hour, shall not exceed that which is charged for undergraduate or graduate hours by the University of Missouri - St. Louis or the actual cost, whichever is lower.
- b. Employees will not be reimbursed for more than twelve college credit or certification hours in any school year beginning with the fall semester and concluding at the end of the following summer session.
- c. College courses/certification courses must be taken at an accredited institution where the employee can receive a degree, diploma or certification. College courses/certification courses must be pre-approved to be eligible for the tuition assistance program.
- d. The District shall not reimburse any course for which the support staff employee incurs no tuition cost nor for any incidental cost, including but not limited to textbooks, supplies, registrations fees and parking fees.

Upon successful completion of the course/certification with a grade of "A" or "B", or "P" if a pass/fail system is used, the support staff employee must provide the Assistant Superintendent for Human Resources with an official transcript and an original verification of payment.

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

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

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

Revised: May 19, 2016; June 24, 2014; July 17, 2008; January 11, 2007; July 01, 2006
Approved: May 19, 2005

Compensation

Salary Guides

Article 4513

I. Support Staff Salary Adjustment

The School District of University City encourages members of the support staff to continue their education and shall provide a salary adjustment to those support staff members who have obtained certification/licensure, an Associate's, Bachelor's, Master's or Doctorate degree.

The support staff salary adjustment shall be additional compensation, based upon the following table:

A.	Licensure/Certification	3% Salary Adjustment
B.	Associate's Degree	4% Salary Adjustment
C.	Bachelor's Degree	5% Salary Adjustment
D.	Bachelor's +15	4%% Salary Adjustment
E.	Master's Degree	4% Salary Adjustment
F.	Master's +15	4% Salary Adjustment
E.	Doctorate Degree	5% Salary Adjustment

General Rules

1. Pending pre-approval and validation by the District's Executive Director of Operations, employees who obtain certification or licensure as a Heating, Ventilation and Air Conditioning (HVAC) Technician, Plumber or Electrician will receive a 3% salary adjustment.

Pending receipt of an official transcript by the District's Assistant Superintendent for Human Resources, employees who obtain an Associate's Degree after July 1, 2024, will receive a 4% salary adjustment.

Pending receipt of an official transcript by the District's Assistant Superintendent for Human Resources, employees who obtain a Bachelor's Degree after July 1, 2024, will receive a 5% salary adjustment.

Pending receipt of an official transcript by the District's Assistant Superintendent for Human Resources, employees who obtain a Bachelor's Degree + 15 additional credit hours after July 1, 2024, will receive a 4% salary adjustment.

Pending receipt of an official transcript by the District's Assistant Superintendent for Human Resources, employees who obtain a Master's Degree after July 1, 2024, will receive a 4% salary adjustment.

Pending receipt of an official transcript by the District's Assistant Superintendent for Human Resources, employees who obtain a Master's Degree + 15 additional

credit hours after July 1, 2024, will receive a 4% salary adjustment.

Pending receipt of an official transcript by the District's Assistant Superintendent for Human Resources, employees who obtain a Doctorate Degree after July 1, 2024, will receive a 5% salary adjustment.

2. Salary adjustments will only be awarded if the certification, licensure, undergraduate or graduate degree is related to educational disciplines and/or performance improvement
3. Salary adjustments apply to personnel who are employed during the regular school year or annually in support staff positions. (Summer School is not included).
4. Salary adjustments are applicable to all educational support staff groups.
5. Salary adjustments will commence on the first payment of next month's pay period following approval by the Assistant Superintendent for Human Resources.

Revised: April 18, 2024; June 26, 2014; January 11, 2007; July 01, 2006; May 19, 2005; June 17, 1999

Approved: July 8, 1998

Salary Checks and Deductions

Article 4516

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

Teacher Salary Payments:

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

Any teacher or other academic year contractual staff who is currently being paid over 10 months shall be grandfathered and may continue to be paid over 10 months in 20 payments, for the period September 15 through June 30.

June, July, and August checks will be deposited to the institution of record in the Human Resources and Finance Offices. Any emergency situations will be addressed on an individual basis by the Chief Financial Officer.

Educational Support Staff Salary Payments:

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

Hourly Based Employee Salary Payments:

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

Daily Rate of Pay:

- A. A daily rate of pay for contractual staff will be determined by dividing the annual salary by the number of working days in the contract year.
- B. The daily rate of pay for non-contractual staff is determined by the appropriate Salary Schedule for the current year. This amount is also indicated on the letter of employment sent to full and part-time educational support staff members. Daily rate can be determined by multiplying number of hours per day by hourly rate.
- C. District social workers will receive a stipend, student supervision or non-student supervision hourly rate for afterschool or weekend activities when pre-approval is given by the building/program leader.

Salary Deductions:

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

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

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

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

OR

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

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

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

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

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

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

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

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

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

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

Revised: May 19, 2016; June 19, 2015; February 1, 2007; July 13, 2006; March 16, 2000; June 17, 1999

Approved: May 21, 1998

Benefits

Article 4520

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

Medical, Dental, Vision and Life Insurance

The Board provides group medical, dental, vision and life (with AD & D) insurance for all full-time employees and shares one-half of the cost of coverage for half-time employees. Employees who work part time, but at least six hours per day will have 85% of their medical coverage provided by the District and will then be responsible for the remaining 15% coverage.

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

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

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

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

Optional Medical and Dental Insurance

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

Optional Life Insurance

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

Optional Short-Term Disability Plan

The District will make available to employees, on a voluntary basis, a short-term disability plan with coverage (67% of the employee's salary) effective for 30 days, with a 30 day waiting period. Employees must use all leave days before this coverage would take effect. The District would pay 50% of the premium, assuming the employee pays the remaining 50%. This plan will be negotiated through the District's Insurance Committee. Employees will have the option of using District and vendor-purchased disability plans concurrently. The District will pay 100% of the short-term disability premium for support staff during their first year of employment.

Section 125 Plan

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

Employee Assistance Program

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

Liability Insurance

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

Worker's Compensation

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

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

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

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

Unemployment Compensation

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

Advisory Insurance Group

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

Revised: May 19, 2016; June 19, 2015; August 7, 2008; July 13, 2006; June 12, 2003; September 6, 2001

Approved: June 18, 1998

Merit Recognition

Article 4541

A. MERIT RECOGNITION

Merit recognition is defined as:

1. Movement on the salary schedule or as advancement of up to \$1.00 per hour beyond the top of the salary schedule.
2. Educational support staff approved for merit recognition, who are at the top of the salary schedule, shall receive \$0.50 per hour after their approval, as provided herein.

B. RECOMMENDATION PROCESS

The evaluator must select and document directly the meritorious behavior of the to be cited employee and prepare those materials needed to verify his/her determination. Documentation materials must be received by the Assistant Superintendent for Human Resources no later than May 15th.

1. Merit is a confidential process that prohibits the nominee's access to the information or knowledge of candidacy.

2. The decision to grant merit will be made by the Human Resources Office with the assistance of other members of the Cabinet recommendations.
3. The Human Resources Office will report its findings to the Superintendent for salary placement.
4. The Superintendent will review the recommendation of the Human Resources Office and make recommendations to the Board of Education.
5. Educational support personnel, if recommended for merit by the Superintendent and approval by the Board of Education, will be remunerated appropriately, commencing the next school year.

C. RECOMMENDATIONS

The recommendation for merit consideration from the evaluator will include specific examples of the performance and documentation to verify that performance.

To be eligible the employee shall:

1. Be beyond the first full year of employment or 36 months since any previous merit recognition. Employees at the top step on the salary schedule may receive merit recognition only two (2) times.
2. Have demonstrated continuous (more than one year) outstanding performance in his/her position, contributed to the total school (building or District) program through leadership and/or service.
3. Have his/her overall evaluation rating reflect excellent performance.
4. Show that he/she performs assigned tasks and routine tasks in an exceptional fashion on a continuous basis.
5. Substantiate the recommendation for merit through other means.

D. MERIT RECOGNITION IS NOT

This regulation is not to be used to:

1. increase or advance the salary of a member of the educational support staff to encourage remaining with the District.
2. give a bonus or longevity award for personnel with many years of service.
3. reward for an outstanding project or other single effort.
4. reward for daily performance meeting the District's expectation for above average performance.

E. EDUCATIONAL SUPPORT PERSON OF THE YEAR

The Educational Support Person of the Year and the Teacher of the Year incentive must be equivalent.

Revised: May, 2014; January 11, 2007; July 01, 2006

Approved: June 18, 1998

Professional Expectations

Professional Expectations

Article 4601

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

Staff Conduct

1. Become familiar with, enforce and follow all Board policies, regulations, administrative procedures, other directions given by District administrators and state and federal laws as they affect the performance of job duties.
2. Maintain courteous and professional relationships with pupils, parents/guardians, other employees of the District and all patrons of the District.
3. Properly supervise all students. The Board expects all students to be under assigned adult supervision at all times during school and during any school activity. Except in an emergency, no employee will leave an assigned group unsupervised.
4. Keep all student records, medical information and other sensitive information confidential as directed by law, board policy, District procedures and the employee's supervisor.
5. Transmit constructive criticism of other staff members or of any department of the school district through the District's administrative organizational structure or chain of command.
6. Refrain from using profanity.

Students Living with Staff

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

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

Staff/Student Relations

Definitions

Educational Purpose – A reason associated with the staff member's duties in the District including, but not limited to: counseling, the treatment of a student's physical injury, or coordination of an extracurricular activity, depending on the staff member's job description.

Staff Member – For the purposes of this policy, a staff member is any individual employed by the District, including part-time and substitute employees and student teachers.

Student – Individuals currently enrolled in the School District of University City.

General

Staff members are expected to maintain courteous and professional relationships with students. All staff members have a responsibility to provide an atmosphere conducive to learning through consistently and fairly applied discipline and the maintenance of physical and emotional boundaries with students. These boundaries must be maintained regardless of the student's age, the location of the activity, whether the student allegedly consents to the relationship or whether the staff member directly supervises the student. Maintaining these boundaries is an essential requirement for employment in the District. Students are unable to legally welcome or consent to relationships of a physical, sexual or dating nature, so whether such conduct is welcome or whether the student consents is not a defense. Although this policy applies to the relationships between staff members and District students, staff members who inappropriately interact with any child may be disciplined or terminated when the District determines such action is necessary to protect students.

Absolute Prohibitions

There are some interactions between staff members and students that are never acceptable and are absolutely prohibited including, but not limited to:

1. Touching, caressing, fondling or kissing students in a sexual or sexually intimate manner.
2. Dating a student or discussing or planning a future romantic or sexual relationship with a student. The District may presume that this provision has been violated if a staff member begins a dating or sexual relationship with a student immediately after graduation or immediately after a student has left the District.
3. Making sexual advances toward a student or engaging in a physical or sexual relationship with a student.
4. Engaging in any conduct that constitutes illegal harassment or discrimination as defined in policy AC or that could constitute a violation of that policy if pervasive.
5. Engaging in any conduct that violates Board policies, regulations or procedures or constitutes criminal behavior.

Exceptions to This Policy

The goal of this policy is to protect students from harm and staff members from allegations of misconduct by requiring staff members to maintain professional boundaries with students. The district does not intend to interfere with or impede appropriate interactions between staff members and students.

An emergency situation or an educational purpose might justify deviation from some of the professional boundaries set out in this policy. Likewise, staff members might be related to students or have contact with students outside the school environment through friends, neighborhood or community activities, or participation in civic, religious

or other organizations. These contacts might justify deviation from some of the standards set in this policy, but under no circumstance will an educational or other purpose justify deviating from the "Absolute Prohibitions" section of this policy.

The staff member must be prepared to articulate the reason for any deviation from the requirements of this policy and must demonstrate that he or she has maintained an appropriate relationship with the student. To avoid confusion, the district encourages staff members to consult with their supervisors prior to engaging in behaviors or activities that might violate professional boundaries as defined in this policy.

Failure to Maintain Boundaries

Unless an educational purpose exists or an exception as defined in this policy applies, examples of situations where professional physical and emotional boundaries are violated include, but are not limited to:

1. Being alone with a student in a room with a closed or locked door or with the lights off. Counselors or others who need to work with students confidentially must discuss with their supervisors the appropriate manner of meeting with students.
2. Meeting students in non-work settings without the parent/guardian being present, even if the parent/guardian grants permission.
3. Associating with students in any setting where students are provided, are consuming or are encouraged to use or consume alcohol, tobacco, drugs or any other product or service prohibited to minors.
4. Communicating with students about sexual topics verbally or by any form of written, pictorial or electronic communication.
5. Discussing the staff member's personal problems with or in the presence of students.
6. Sponsoring parties for students outside of school unless as part of an extracurricular activity that is appropriately supervised by additional staff members.
7. Inviting students to the staff member's home.
8. Being present when students are fully or partially nude.
9. Sending students on personal errands.
10. Allowing a student to drive the staff member's vehicle.
11. Providing a student (other than the staff member's children, stepchildren or other children living in the staff member's home) transportation in the staff member's personal vehicle without a supervisor's approval, unless another staff member or the student's parent/guardian is also present in the vehicle.
12. Allowing any student to engage in behavior that would not be tolerated if done by other similarly situated students.
13. Giving gifts to individual students.
14. Frequently pulling a student from another class or activity to be with the staff member.

Electronic Communication

Staff members are encouraged to communicate with students and parents/guardians for educational purposes using a variety of effective methods, including electronic communication. As with other forms of communication, staff members must maintain professional boundaries with students while using electronic communication regardless

of whether the communication methods are provided by the District or the staff member uses his or her own personal electronic communication devices, accounts, webpages or other forms of electronic communication.

The District's policies, articles, procedures and expectations regarding in-person communications at school and during the school day also apply to electronic communications for educational purposes, regardless of when those communications occur. Staff communications must be professional, and student communications must be appropriate. Staff members may only communicate with students electronically for educational purposes between the hours of 6:00 a.m. and 10:00 p.m. Staff members may use electronic communication with students only as frequently as necessary to accomplish the educational purpose.

1. When communicating electronically with students for educational purposes, staff members must use District-provided devices, accounts and forms of communication (such as computers, phones, telephone numbers, e-mail addresses and District-sponsored webpages or social networking sites), when available. If District-provided devices, accounts and forms of communication are unavailable, staff members communicating electronically with students must do so in accordance with number two below. Staff members may communicate with students using District-provided forms of communication without first obtaining supervisor approval. These communications may be monitored. With District permission, staff members may establish websites or other accounts on behalf of the District that enable communications between staff members and students or parents/guardians. Any such website or account is considered District sponsored and must be professional and conform to all District policies, articles and procedures.
2. A staff member's supervisor may authorize a staff member to communicate with students using the staff member's personal telephone numbers, addresses, webpages or accounts (including, but not limited to, accounts used for texting) to organize or facilitate a District-sponsored class or activity if the communication is determined necessary or beneficial, if a District-sponsored form of communication is not available, and if the communication is related to the class or activity. The District will provide notification to the parents/guardians of students participating in classes or activities for which personal electronic communications have been approved. Staff members may be required to send the communications simultaneously to the supervisor if directed to do so. Staff members are required to provide their supervisors with all education-related communications with District students upon request.
3. Staff use of any electronic communication is subject to the District's policies, articles and procedures including, but not limited to, policies, articles, procedures and legal requirements governing the confidentiality and release of information about identifiable students. Employees who obtain pictures or other information about identifiable students through their connections with the District are prohibited from posting such pictures or information on personal websites or personal social networking websites without permission from a supervisor.
4. The District discourages staff members from communicating with students

electronically for reasons other than educational purposes. When an electronic communication is not for educational purposes, the section of this policy titled "Exceptions to This Policy" applies, and if concerns are raised, the staff member must be prepared to demonstrate that the communications are appropriate. This policy does not limit staff members from communicating with their children, stepchildren or other persons living within the staff member's home who happen to be students of the district.

Consequences

Staff members who violate this policy will be disciplined, up to and including termination of employment. Depending on the circumstances, the district may report staff members to law enforcement and the Children's Division (CD) of the Department of Social Services for further investigation, and the District may seek revocation of a staff member's license(s) with the Department of Elementary and Secondary Education (DESE).

Reporting

Any person, including a student, who has concerns about or is uncomfortable with a relationship or activities between a staff member and a student should bring this concern immediately to the attention of the principal, counselor or staff member's supervisor. If illegal discrimination or harassment is suspected, the process in policy AC will be followed.

Any staff member who possesses knowledge or evidence of possible violations of this policy must immediately make a report to the district's administration. All staff members who know or have reasonable cause to suspect child abuse shall immediately report the suspected abuse in accordance with Board policy. Staff members must also immediately report a violation or perceived violation of the district's discrimination and harassment policy (AC) to the district's nondiscrimination compliance officer. Staff members may be disciplined for failing to make such reports.

The District will not discipline, terminate or otherwise discriminate or retaliate against a staff member for reporting in good faith any action that may be a violation of this policy.

Training

The district will provide training to district staff that includes current and reliable information on identifying signs of sexual abuse in children and potentially abusive relationships between children and adults. The training will emphasize legal reporting requirements and cover how to establish an atmosphere where students feel comfortable discussing matters related to abuse

Professional Appearance Minimum Standards

A. Minimum Standards

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

1. During the workday and anytime employees attend work-related activities, employees shall exhibit a professional appearance. Employees who have questions regarding acceptable dress in these instances should consult with their supervisor.
2. All employees shall be physically clean, neat and well groomed.
3. All employees shall wear their identification badges at all times during the workday.
4. Excessively short, revealing, and/or tight fitting clothing is prohibited. Undergarments may not be visible.
5. Supervisors and principals are authorized to approve, on a case-by-case basis, exceptions to the Minimum Standard of Professional Appearance for employees who wear culturally or ethnically-based clothing. Exceptions must be requested and granted prior to the employee's wearing the clothing to work.

B. Enforcement

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

Revised: June 19, 2015

Adopted: March 1, 2012

Performance Evaluation

Article 4620

Administrative and Professional Staff:

1. It is the philosophy of the District that evaluation is a developmental process and shall be directed to identifying strengths as well as weaknesses.
2. Administrative and professional staff shall be evaluated according to a uniform evaluation process. Each staff member shall be informed of the criteria and the procedures to be used during the first thirty (30) days of employment.
3. The original evaluation form, signed by the evaluator and the staff member, is to be submitted to the Human Resources Office on or before March 15. The evaluation form

will also include a recommendation concerning employment for the following school year. An annual evaluation meeting shall be held and conducted by the appropriate supervisor prior to the submission of the evaluation to the Human Resources Office.

4. The staff member shall be provided a copy of the evaluation at the time it is signed by him/her.
5. The staff member shall have the right to submit a written attachment to the evaluation.
6. All evaluations and related documents shall be handled in a confidential manner.

Non-certified Staff:

1. It is the philosophy of the District that evaluation is a developmental process and shall be directed to identifying strengths as well as weaknesses.
2. It is the responsibility of management to evaluate employees. Although a support staff member shall not be required to evaluate another support staff member, he/she may be required to provide input.
3. Custodial/Maintenance and Food/Nutrition staff shall be evaluated upon completion of their probationary period and annually thereafter.
4. The original evaluation form, signed by the evaluator and the staff member, is to be received by the Human Resources Office on or before May 15. The evaluation form will also include a recommendation concerning employment for the following school year. An annual evaluation meeting shall be held and conducted by the appropriate supervisor prior to the submission of the evaluation to the Human Resources Office.
5. The staff member shall be provided a copy of the evaluation at the time it is signed by him/her.
6. The staff member shall have the right to submit a written attachment to the evaluation.
7. All evaluations and related documents shall be handled in a confidential manner.
8. The District may, in its discretion, provide support staff with a Professional Improvement Plan ("PIP"). However, as support staff are employed at will, the District is not required to utilize a PIP. Accordingly, the District reserves the right to not use a PIP, based on the severity of the circumstances or other relevant factor.

Administration/Supervisor's Evaluation Survey

Results from an anonymous administrative survey will be used at the Superintendent's discretion when evaluating administrators.

Amended Support Staff Evaluation

Revision of the Support Staff Summative Evaluation instrument should read: "In signing this form, the employee acknowledges only that this evaluation has been reviewed by the employee. The signature does not imply that the employee concurs with the evaluation in whole or in part. All employees have the right to submit an evaluation rebuttal that will accompany the evaluation in the employees file."

Revised: August, 2013; January 11, 2007; July 01, 2006

Approved: July 8, 1998

Separation

Resignation

Article 4711

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

Seven days written notice is the minimum amount of time for resignation by an educational support staff member.

Revised: January 11, 2007; July 01, 2006

Approved: July 8, 1998

Retirement

Article 4751

Support staff eligible to retire under the provisions of the Missouri Non-Teacher Public School Retirement System, who wish to retire are requested to notify the Assistant Superintendent of Human Resources as early as possible and no later than May 31 of the current year. Such retirement shall be effective June 30th of the current school year.

Retirement Benefit: Separation Payment

Employees who retire from the District after having been employed by the District for at least 15 years and who are eligible for retirement under PEERS/PSRS will receive a one time separation payment of \$12,000. To access this payment, a Separation Agreement must be signed and submitted to the Human Resources Department no later than May 1st for Board approval. Retirees will receive the separation payment on June 30th.

Payment for Unused Sick Leave

Staff who leave the District after five (5) full school years of service (but who are not eligible for retirement) may return unused accumulated sick leave at the rate of 30% of their daily rate. In addition, teachers who are eligible for retirement under District rules will receive 40% of their final daily rate. Support staff members who are eligible for retirement under District rules will receive a final daily rate of 40% of their final daily rate.

Payment for unused accumulated sick leave shall be made in the employee's final check.

Revised: April 18, 2024; June 19, 2015; June 26, 2014; August 2, 2007; January 11, 2007; July 01, 2006; May 19, 2005; November 1, 2001

Approved: July 8, 1998

Group Medical, Dental, and Vision Benefits

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

Payment for Unused Sick and Vacation Leave

Employees who retire from the District after having been employed by the District for at least 15 years and who are eligible for retirement under PSRS/PEERS will receive payment for each day of unused accumulated sick leave at the rate of 40% of the certified employee's final daily rate as determined by the certified employee's salary during the Final Contract Year.

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

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

Revised: April 18, 2024; May 19, 2016; June 19, 2015; June 26, 2014

Approved: December 2, 2010

University City School Board

Grievance Procedure

Article 4850

1. PURPOSE

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

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

2. DEFINITIONS

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

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

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

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

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

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

3. Filing and notification of grievance:

- (a) A grievance must be filed in writing within ten (10) working days or two calendar weeks, whichever is longer, of the occurrence.
- (b) The written grievance will be filed with the immediate supervisor, copy to the Association (UCEA/UCFT), as appropriate.
- (c) The grievance procedure may be initiated at either the Informal level or at Level One.

- (d) Provided the Association and the Superintendent agree, the Informal level and Level One of the grievance procedure may be by-passed and the grievance brought directly to the next step. (Level Two).

4. Grievance Processing:

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

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

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

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

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

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

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

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

- (d) Level Three: If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no response has been rendered within the Level Two time frame, such grievance shall then be filed by the Association with the Superintendent's office within five (5) working days, or one (1) calendar week, whichever is longer, after receiving the written response. The Superintendent, or his/her designee, will represent the Administration at Level Three of the grievance procedure. The Superintendent, or his/her designee, will meet with the grievant in an effort to resolve the grievance; such meeting to take place within five (5) working days or one (1) calendar week, whichever is longer, after receiving the written grievance. Upon conclusion of the meeting, the Superintendent will have five (5) working days or one (1) calendar week, whichever is longer, in which to provide the grievant with a written answer.
- (e) Level Four: If the grievant is not satisfied with the disposition of his/her grievance at Level Three, he/she may request that the UCFT submit his/her grievance to the Board. The appeal for a board hearing must be made to the Board within five (5) working days or one (1) calendar week, whichever is longer, after the grievant receives an answer at Level Three. To do so, the grievance is filed with the Superintendent's office. The Board shall find a reasonable time for the hearing of the appeal, and shall give due notice of the time and place. After completion of the hearing, the Board shall inform the interested parties within five (5) working days or one (1) calendar week, whichever is longer, of its decision.

5. PROVISIONS

- (a) The Board acknowledges the right of each teacher or staff member to have an Association grievance representative participate in the processing of a grievance at any level and no teacher may be required to discuss any grievance if the Association's representative is not present. If an attorney is to be present at a hearing, the administrator or Board must be notified at the time the grievance or appeal is filed.
- (b) Class action grievances involving more than one immediate supervisor, teacher or staff member may be filed at Level Two.
- (c) No reprisals of any kind will be taken by the Board or school administration against any teacher or staff member because of his/her participation in this grievance procedure.
- (d) The Board and the administrator will cooperate with the Association in its investigation of any grievance, and, further, will furnish the Association with such information as is requested for the processing of any grievance.
- (e) All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.
- (f) Nothing contained in the foregoing procedure or provisions shall be understood to prevent or preclude the Superintendent from directing or administering personnel

in the best interest of the school system, subject to the review provided from therein.

- (g) A grievance may be withdrawn at any time without prejudice or precedent.
- (h) The result of grievance procedures over personnel matters shall be appropriately reflected in personnel folders.
- (i) Failure to file or process any grievance within the time limit provided in this procedure shall be a bar to any further action on such grievances unless the time limits have been extended in writing by mutual agreement of the grievant and any person with whom the grievance is filed or appealed.
- (j) The grievance must state the contract provision, written Board policy or article, claimed to have been violated, the action which is claimed to constitute such violation and the relief requested, if known.
- (k) Teachers and staff members who have a concern not covered by this procedure may pursue it along the normal lines of oral or written communication with their immediate supervisor, the Assistant Superintendent of Human Resources, the Superintendent, and/or the Board.
- (l) At all levels of the grievance procedure witnesses will only be present when offering direct testimony as related to the alleged grievance.
- (m) Time Limits - The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- (n) Year End Grievances will be processed within a time frame which is mutually agreeable to all parties in interest.
- (o) Both parties agree that the discussions during these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- (p) If, through no fault of the grievant or the immediate supervisor, an informal hearing cannot be held within the prescribed time limits from occurrence or knowledge thereof, the informal level may be bypassed.
- (q) A written response shall be forthcoming at Levels One through Four of this procedure.
- (r) No new data can be added after presentation at Level One (1) since each subsequent level is an appeal of the action at the prior level.
- (s) The President of the Board controls the conduct of the Level Four hearing, establishes procedures and rules on disputes.

Revised: June 19, 2015; June 14, 2007; January 11, 2007; July 01, 2006
Approved: July 8, 1998

Procedures for Handling Complaints

Article 4855

I. ADMINISTRATIVE PROCEDURES FOR HANDLING COMPLAINTS

1. Communications and Preliminary Procedures

- a. Persons who telephone complaints to the School District of University City authorities will be politely informed to state their complaints in writing giving as complete a report as possible (names, dates, etc.) and with a complete name, address, and telephone number of the person making such a complaint. They will also be asked to state in writing whether or not the complaint has been brought to the attention of the teacher or employee's supervisor and the date of such action.
- b. Anonymous telephone or written complaints will be reviewed and investigated if there is evidence of impropriety or violation of District Policies and/or Articles.

2. Complaints Received at Schools

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

3. Complaints Received at School Administration

- a. Complaints received at School Administration building offices will be referred to the Superintendent who will, if necessary, refer them to the Assistant Superintendent of Human Resources, who will ask the appropriate Principal to investigate the complaint.

- b. The Principal who receives such request will investigate as deemed necessary, and will give a copy of the written complaint to the staff member as part of the process.
- c. At the completion of the inquiry (paragraphs a and b above) the Principal will make a written report, including any recommendations for disposition or action, to the Superintendent, copy to the Assistant Superintendent of Human Resources.

4. Informal Hearing Procedures

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

- a. The Superintendent's designee will conduct the hearing, and the Assistant Superintendent of Human Resources will also attend as will any other administrators or persons as considered necessary and so designated.
- b. Staff members will be notified by certified mail of formal and informal hearings. The staff member will be notified in writing of the purpose, date, time, and place of the hearing, and be informed that a representative of his or her choice will be permitted to attend and to ask questions. Other representatives of the staff member may also attend at the discretion of the person conducting the hearing.
- c. The hearing may or may not be recorded, at the discretion of the hearing administrator, is fact-finding in nature, and will be conducted in an informal manner to determine the facts and issues in the case.
- d. In the event the hearing does not produce information sufficient to substantiate the complaint, or to provide evidence to necessitate more serious action, such a report will be made to the Superintendent, and no record of the case will be put in the employee's record file.
- e. If, however, the hearing official considers the complaint valid, or that further action should be taken, a written report with recommendations will be made to the Superintendent, copy to the staff member and the Assistant Superintendent of Human Resources within ten (10) working days of the informal hearing.

5. Formal Hearing Procedures

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

6. Report to Person Who Made Complaint

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

II. PROFESSIONAL RELATIONS

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

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

Approved: July 8, 1998

Personnel Records

Article 4860

1. Staff members who wish to view their record files are to make an appointment with the Assistant Superintendent for Human Resources to view their files (and may bring a representative with them).
2. Secretaries in the Human Resources Office are not authorized to provide access to files to staff members, only the Assistant Superintendent for Human Resources.
3. Prior to viewing, the Assistant Superintendent for Human Resources will explain to the staff member that "confidential" material is removed. Such confidential information may include placement files, transcripts, and reference forms or letters from former employees.

4. The record file is viewed with the Assistant Superintendent for Human Resources.
5. Any letter, form, document, or other written item that is placed in a staff member's personnel file shall be added only if there is indication that the staff member has a copy of the material. Any document lacking such indication will not be placed in the personnel file. Confidential materials, as indicated in #3 above, are excluded from this provision.

Employee Health and Medical File

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

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

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

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

Approved: July 8, 1998

Staff Prohibited Discrimination/Harassment and Complaint Procedure Article 1501.1

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

In addition, the District does not discriminate against employees on the basis of their sexual orientation, or permit the occurrence of discrimination/harassment on the basis of sexual orientation. Under this Regulation, sexual orientation shall be considered a Protected Category. The District has established its Complaint Procedure (found below) for addressing complaints by an employee of the District, alleging that conduct or an action, policy, procedure, or practice constitutes discrimination/harassment on the basis of one or more of the Protected Categories with respect to the terms and conditions of employment.

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

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

I. Definitions

- A. “Complaint” means an allegation of conduct or of action, policy, procedure or practice which would constitute discrimination/harassment on the basis of one or more of the Protected Categories.
- B. “Compliance Coordinator” means the District’s Compliance Coordinator for Title VI, Title IX and ADA/Section 504, and for issues relating to sexual orientation. The District’s Assistant Superintendent for Human Resources, Dr. Tiffany Slater, serves as the District’s Compliance Coordinator. She may be contacted at the School District of University City District, 8136 Groby Road, University City, MO 63130. Dr. Slater’s phone number is (314) 290-4021.
- C. “District” means the School District of University City.
- D. “Day” means a school day.
- E. “Discrimination/harassment” means discrimination and/or harassment on the basis of one or more of the Protected Categories. For purposes of discrimination, the District (or its authorized employee) must be the alleged actor. For purposes of harassment, the alleged actor may be the District, an employee of the District, a student, or a visitor to the District’s facilities.
- F. “Employee” / “School Personnel” means, for purposes of this Article, school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the District.
- G. “Visitor” means an individual who accesses any District-sponsored programming, whether participating in, observing, or otherwise engaged in activities, including in-school convocations/presentations, sporting events and other extra-curricular activities under the auspices of the District.

II. Prohibited Discrimination/Harassment

A. Prohibited Discrimination

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

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

B. Prohibited Harassment

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

Employee Sexual Harassment:

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

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

Unwelcome conduct occurs on the basis of age, race, color, religion, disability, country of origin, or sexual orientation, AND such unwelcome conduct creates an intimidating, hostile, or offensive work environment.

Examples of Employee Harassment on Basis of Protected Categories:

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

- graffiti containing offensive language which is derogatory to others because of their membership in a Protected Category.

- jokes, name-calling, or rumors based upon an individual’s membership in a Protected Category.
- slurs, negative stereotypes, and hostile acts which are based upon another’s membership in a Protected Category.
- written or graphic material containing comments or stereotypes which is posted or circulated and which is aimed at degrading individuals or members of a Protected Category.
- a physical act of aggression or assault upon another because of, or in a manner reasonably related to, such person’s membership in a Protected Category.
- other kinds of aggressive conduct such as theft or damage to property which is motivated by a person’s membership in a Protected Category.
- unwelcome sexual touching, advances, comment, requests for sexual favors, or other verbal or physical conduct of a sexual nature.
- Promises of a raise or other benefits in return for sexual favors.
- Threats to take adverse action against an employee if the employee does not engage in sexual conduct.

C. Additional Definition: Disability Discrimination/Harassment

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

III. Intake, Investigation, and Resolution of Employee Complaints

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

A. Intake of Complaints

1. Any employee who believes he or she has been the victim of discrimination/harassment based on one or more of the Protected Categories by an employee, student, or other school personnel of the District, or by any other person who is participating in, observing, or otherwise engaged in activities, including sporting events and other extra-curricular activities under the auspices of the District, is encouraged to immediately report the alleged acts to the employee’s direct supervisor, to any building principal or assistant principal, or to the District’s Compliance Coordinator (whose name and contact information appears above in this Article).

2. Sometimes, an employee may feel more comfortable making a report of discrimination/harassment on the basis of one or more of the protected categories to an administrator who is of the same gender as the employee. Accordingly, an employee is permitted to make such a report to any building principal or assistant principal in the District, even if that administrator is assigned to a different school building within the District. Regardless, it is essential that the report be made to someone with the authority and obligation to act upon the concern. This means that the concern must be reported to the employee's direct supervisor or to a District principal, assistant principal, or Compliance Coordinator.
3. To assist the District in addressing the matter promptly and thoroughly, an employee reporting discrimination/harassment on the basis of one or more of the Protected Categories is encouraged to provide a written explanation that specifically details the student's concern. This Article contains an easily understood form that may be used for this purpose. However, an employee's refusal to make a report in writing does not relieve the District of the obligation to investigate a report.
4. Before making the report, an employee who believes that he or she has been subjected to discrimination/harassment on the basis of one or more of the Protected Categories is not required to confront the individual who is the subject of the student's concern.
5. Any District supervisor or administrator who receives a report, orally or in writing, regarding discrimination/harassment on the basis of one or more of the Protected Categories must notify the District's Compliance Coordinator within one school day or within a reasonable time thereafter for good cause.

B. Investigation of Complaints

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

1. Upon receipt of a report of discrimination/harassment on the basis of one or more of the Protected Categories, the Compliance Coordinator may choose to investigate the complaint or may, alternatively, appoint an investigator from the District to investigate the complaint.

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

C. Resolution of Complaints

1. At the conclusion of the investigation, the completed investigation report shall be provided to the appropriate administrative official who is charged with making the determination with respect to the validity of the complaint. Where he/she deems it appropriate, the Compliance Coordinator himself/herself is permitted to make this determination.
2. This administrative official will review the investigation report and make a determination regarding the validity of the complaint within three (3) school days after submission of the report. This administrative official may, alternatively, determine that further investigation is necessary and, as such, refer the matter for additional investigation. When such additional investigatory steps are completed, the matter shall once again be submitted to this administrative official for decision.

3. One of the following determinations will typically be made with respect to the Complaint:
 - a. *Unsubstantiated;*
 - b. *Unable to Substantiate OR Indeterminate OR Incapable of Determination; or*
 - c. *Substantiated Prohibited Conduct (in whole or in part).*
4. Regardless of the determination made with respect to the complaint, the District may take appropriate action to minimize the opportunity for future issues or concerns to arise.
5. Notification of Determination Regarding Complaint
 - a. Within three (3) school days after the determination has been made regarding the complaint, notice of the determination will be mailed or given to the complainant.
 - b. If a complainant disagrees with the determination made regarding discrimination/harassment on the basis of one or more of the Protected Categories, the complainant may appeal the decision to the Compliance Coordinator (or to the Board of Education if the Compliance Coordinator has made the determination that is being challenged). The complainant must submit a written appeal to the Compliance Coordinator no later than five (5) school days after the notification to the complainant has occurred. The written appeal should specifically state what is being appealed, the reason for the appeal, and the action that is desired.
 - c. When an appeal has been made, the appeal will be processed as follows:
 - (1) The appeal will be considered by one of the following:
 - (a) If a District official other than the Compliance Coordinator made the determination, the Compliance Coordinator will review the determination within five (5) school days or within a reasonable time thereafter for good cause. If the Compliance Coordinator made the determination as to the validity of the complaint, the Compliance Coordinator will send the appeal to the Board of Education, which will review the determination at its next

regularly scheduled meeting (or, at its option, at any meeting within 30 days after the appeal is received).

(b) As an alternative, either the Compliance Coordinator or the Board of Education may appoint a “Determination Review Officer” to review the determination. This person will review the determination within a reasonable period after appointment but not later than 20 days unless additional time is, in his/her judgment, necessary for a fair review.

(2) The reviewer will examine the documentation relating to the matter – meaning the written appeal, complaint, investigation report, and determination. This provision does not grant the complainant the right to an in-person hearing or other appearance before the reviewer. The reviewer may, in the reviewer’s sole judgment and discretion, contact any individual to seek additional information if the reviewer deems such information necessary to reach a decision upon the appeal.

(3) Regardless of who reviews the matter, the complainant will be advised in writing of the outcome of the review within five (5) school days after the completion of the review.

6. If a complaint is *substantiated* (in whole or in part), and the offender is a student, disciplinary and/or other remedial action will be taken in accordance with Board-established student discipline regulations and/or in accordance with federal and state law. If a complaint is *substantiated* (in whole or in part), and the offender is an employee, disciplinary and/or remedial action may be taken, up to and including the termination of employment. If the offender is not an employee of the District, the District will take appropriate action within the scope of its legal authority to eliminate the discrimination/harassment.

7. The ultimate decision as to what action to take to remedy the matter is within the discretion of the District, in accordance with law. The filing of an appeal to challenge the determination does not stay or postpone the District’s ability to initiate disciplinary or remedial action.

8. There will be no retaliation against or adverse treatment of any employee who uses this procedure to resolve a concern when such complaint has been brought in the reasonable, good faith belief that the employee has been subjected to discrimination/harassment on the basis of a Protected Category.

9. Where the investigation substantiates the complaint (in whole or in part), and when otherwise appropriate in the judgment of the District, a responsible administrator or other District official designated by the Compliance Coordinator shall follow up with the complaining employee to ensure that the prohibited discrimination/harassment has stopped and that no retaliation has occurred.
10. Nothing in this reporting and investigation procedure shall relieve any employee of the District from an obligation under Missouri law to report suspected child abuse and/or neglect.

IV. Enforcement

A. Responsibility of Supervisors and Administrators

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

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

needed.

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

B. Responsibility of District Staff

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

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

C. Consequences and Discipline

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

2. Any employee who brings a false charge of discrimination/harassment on the basis of one or more of the Protected Categories shall receive appropriate disciplinary action, up to and including termination of employment. The term “false charge” means an allegation brought in bad faith, that is, without the good faith belief that one has been subjected to such discrimination/harassment. The term “false charge” does not include a charge that was brought in good faith, but which the District was unable to substantiate.
3. The effectiveness of the District’s prohibited discrimination/harassment policies and articles are dependent upon the receipt of truthful information. Thus, all employees are expected to be truthful throughout the intake, investigation, and resolution process. Lying or misrepresenting information to the investigator is cause for disciplinary action, up to and including termination of employment.
4. Any employee who is determined to have retaliated in violation of this Article shall be disciplined up to and including termination of employment.
5. A visitor who has violated this Article may be prohibited from accessing District property and also be referred to law enforcement.

V. Right to File External Complaint

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

Revised: June 19, 2015; June 19, 2009; July 17, 2008
Adopted: August 2, 2007

**SCHOOL DISTRICT OF UNIVERSITY CITY
JOB CLASSIFICATIONS/BASE SALARIES**



NON-EXEMPT SUPPORT STAFF

POSITION	2024-2025 Base Hourly Rates	2025-2026 Base Hourly Rates
Administrative Assistant	\$21.12	\$21.76
Administrative Secretary	\$16.93	\$17.43
Adult Education	\$19.68	\$20.28
Aides/Assistant	\$15.99	\$16.47
Business Services Specialist	\$22.15	\$22.81
Communcations Specialist	\$22.15	\$22.81
Custodian (Day Shift)	\$15.99	\$16.47
Custodian (Night Shift)	\$15.99	\$16.47
Facilities Support Tech I	\$16.34	\$16.83
Facilities Support Tech II	\$21.70	\$22.35
General Secretary	\$15.99	\$16.47
Graphic Artist	\$24.48	\$25.21
Maintenance Craftsman Helper	\$16.34	\$16.83
Maintenance-General	\$21.70	\$22.35
Maintenance-HVAC	\$21.70	\$22.35
Maintenance-Plumber	\$21.70	\$22.35
Office Coordinator	\$21.12	\$22.18
Painter	\$21.70	\$22.35
Payroll Specialist	\$22.15	\$22.81
Safety Wellness & Restorative Support	\$16.90	\$17.75

**Job Postings will reflect the market value and years of experience required*

EXEMPT SUPPORT STAFF

POSITION	2024-2025 Annual Base Salary	2025-2026 Annual Base Salary
Accounting Specialist	\$50,224	\$52,735
Custodial Supervisor	\$45,555	\$47,832
Human Resources Generalist	\$47,833	\$50,224

POSITION	2024-2025 Annual Base Salary	2025-2026 Annual Base Salary
Nurse-LPN	\$40,000	\$42,000
Nurse-RN	\$45,555	\$47,832
Nurse-MA	\$50,224	\$52,735
Operations Supervisor	\$50,224	\$52,735
Safety & Security Supervisor	\$45,555	\$47,832
Social Workers-MA	\$50,224	\$52,735
Well-Being Specialist	\$49,795	\$52,284
<i>*Job Postings will reflect the market value and years of experience required *Nurse Leads will receive a \$2,100 stipend</i>		