



Kansas City, Missouri
SCHOOL DISTRICT

At the heart of success.



COLLECTIVE BARGAINING AGREEMENT FOR TEACHERS, COUNSELORS AND LIBRARIANS

2008 - 2011

THE KANSAS CITY, MISSOURI
SCHOOL DISTRICT
1211 McGee
Kansas City, Missouri 64106

KANSAS CITY FEDERATION OF TEACHERS
& SCHOOL-RELATED PERSONNEL
3901 Main Street, Suite 201
Kansas City, Missouri 64111

An Equal Opportunity Employer

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ARTICLE I. TERM OF AGREEMENT

EMPLOYEE DISCUSSION – GUIDELINES

The term of this Agreement shall remain in effect until August 1, 2011. All language in this Agreement shall remain as written in the Agreement for those years. The parties will make every effort to reach a new agreement before the expiration date on August 1, 2011. If the parties have not reached a new agreement by July 1, 2011, they will meet within one week to discuss signing a Memorandum of Understanding to keep the expired agreement in effect until a new agreement is reached.

On the fourth Friday in October 2010, the representatives of the Union and the District Administration will meet at a mutually agreed upon location to exchange discussion packages. The discussion of items shall begin the first Tuesday in November. The dates, times and places of discussion sessions shall be determined by mutual consent of the Union's representative and the District Administration's representative.

In those years in which discussions are not scheduled, the only items that can be discussed are salaries and benefits, specifically health, vision and dental insurances, and one non-budgetary item from each respective party. These discussions will follow the same schedule for exchange of packages and discussion of items, unless another schedule is mutually agreed upon by representatives of the Union and District Administration.

A particular provision may be terminated and negotiations resumed upon a unanimous board vote that an emergency exists relating to that provision. In the event of legislation which affects the terms of this Agreement, the terms thereof shall be immediately suspended and subject to revocation and negotiations shall resume thereafter, as provided for above.

ARTICLE II. UNION AND MANAGEMENT RIGHTS

A. RIGHTS OF ORGANIZATIONAL ASSOCIATION

The Board recognizes the right of employees in the Teachers' Unit:

- 1) To associate with such legal and recognized labor, social, and fraternal organizations as they desire.
- 2) To be free from discrimination in personnel practices because of their membership in unions or other employee organizations.

B. RECOGNITION

The KCFT & SRP is recognized as the majority representative of the unit consisting of teachers, counselors, school librarians and other full time, certificated non-supervisory employees performing tasks similar to the positions listed above. As used herein, majority representative shall mean that representative elected by the employees in the unit. This unit shall be referred to as the Teachers' Unit.

Any employee organization or group of employees wishing to displace the majority representative of the unit described above shall, by March 1 of any year in which an election is authorized, file a petition with the Superintendent of Schools.

The petition must bear the signatures of at least thirty percent (30%) of the unit described above and shall be on either a petition provided by the District or approved by the Superintendent. Petition forms provided by the District shall be available on January 16 of each year when an election is authorized.

In the event such a petition is filed, an election shall be held to determine whether the petitioning organization or group of employees shall displace the majority representative. No election shall be conducted until twenty-four (24) months have passed since the prior election.

Should an election be required, that election shall occur prior to the end of the school year. Elections may be authorized only in even numbered years.

C. NON-DISCRIMINATION BY THE MAJORITY REPRESENTATIVE

As a condition of recognition the majority representative of employees in the Teachers' Unit shall admit to membership without discrimination on account of race, creed, color, national origin, sex, sexual orientation, gender identity, age, marital status, or disability.

D. MAJORITY REPRESENTATIVE INFORMATION

The District will make available, upon request by the Union, at appropriate times to the majority representative of the Teachers' Unit, for the purpose of fulfilling its function as such representative, all available and existing reports, information and statistics pertinent to the welfare of the unit's membership. In no case will the District provide information that violates an individual employee's legal right to privacy, or which is otherwise protected by law.

E. UNION COMMUNICATIONS

The District authorizes the Union to use one bulletin board per building site, designated for union information, in an area not readily accessible to students. If such a site is not available, the building administrator and Union representative shall mutually agree upon an alternative location.

The on-site Union representative will be responsible for maintaining the Union bulletin board. Union communications may also be placed in the employee pickup boxes, subject to Board [policy](#).

F. VISITS TO SCHOOLS

Union representatives may visit schools only before and after school, or during lunch periods. Union representatives shall report to the administrator in charge upon entering a school location. In the event the building administrator is not available, the union representative shall report to the school office. Union representatives shall follow the building procedures for visitors by signing in at the office and/or security desk.

Preparation periods shall not be utilized for the purpose of representative visits, except in

emergency situations.

G. RELEASED TIME FOR UNION DISCUSSION TEAM MEMBERS

Individuals employed by the District and chosen by the recognized majority representative to represent members of the Teacher Unit in discussions with representatives of the District shall be given released time from their duties as an employee of the District to participate in these discussions within prescribed limits and timetables to be worked out by mutual consent.

H. DEDUCTION OF DUES FOR MEMBERSHIP IN THE KCFT & SRP - LOCAL 691

Deduction of dues for membership in the Union shall be allowed subject to the following conditions:

- 1) Each authorization for dues deduction shall be in writing and signed by the employee.
- 2) Authorizations for dues deduction shall be on a form approved by the Human Resources Department.
- 3) An authorization to begin dues deduction shall be received in the Human Resources Department at least thirty (30) days prior to the date of the first deduction.
- 4) Dues deductions for an individual employee shall be canceled within thirty (30) days of receipt by the Human Resources Department of a written request for such cancellation signed by an employee.
- 5) No more than one deduction of dues for organization membership shall be made for any employee.
- 6) No deductions of dues shall be made until:
 - a) Formal application for dues deduction has been filed by the organization.
 - b) The organization has submitted a minimum of one hundred (100) individual authorizations or a number of authorizations equal to ten percent (10%) of the people eligible for membership, whichever is greater or approved by the Board.
 - c) The organization executes an agreement satisfactory to the District, to hold the District, the Board and its agents and employees, harmless for the consequences of deducting such membership dues.
- 7) Membership dues shall be forwarded to the appropriate employee organization within ten (10) days after deduction.

I. EMPLOYEES' SPECIAL DEDUCTION

Employees may volunteer to have a sum deducted from each paycheck to be used by the Union for reasons which it may specify if the following criteria are met:

- 1) At least one hundred (100) persons voluntarily request such a deduction.

- 2) The deduction request is on a form supplied by the District.
- 3) The deduction must be separate from regular dues deduction.
- 4) Such deducted amounts will be forwarded to the Union within ten (10) days.

J. PUBLICATION OF THE COLLECTIVE BARGAINING AGREEMENT (CBA) FOR TEACHERS, COUNSELORS, AND LIBRARIANS

The District and the Union shall equally share the cost of printing 500 copies of the Collective Bargaining Agreement for Teachers, Counselors, and Librarians.

The CBA will be printed by either the District's printing department or the Union's labor printer – whichever cost estimate is the lowest. Failure to provide a cost estimate within thirty (30) days of the ratification of the CBA shall result in printing per the only cost estimate provided.

The CBA will be distributed as follows:

- 1) 250 copies to the District – one copy will be placed in the library and one in the main office at each school; and
- 2) 250 copies to the Union which will include distribution of copies to the Building Representatives at each school.

The District and the Union will post the CBA on their respective websites.

K. MAJORITY REPRESENTATIVE PARKING SPACE

The District shall provide one (1) reserved parking space for the majority representative of the Teachers' unit at no cost. Continued use of the space will be subject to all the rules and regulations applying to employees using the facilities.

L. MANAGEMENT RIGHTS CLAUSE

Nothing in this Agreement shall be interpreted as a waiver by the District of its rights and responsibilities to create and maintain schools that serve its constituency. In that regard, the general intent of this Agreement is to establish terms and conditions of employment with the Union. Accordingly, the District, on its own behalf and that of the electors in the District, retains and reserves the following rights and duties:

- 1) Exercising according to law the executive management and administrative control of the District and all of its properties, facilities, and equipment, and the activities of the employees during work hours.
- 2) Adopting policies, rules and regulations.
- 3) Managing and controlling all fiscal affairs of the District.

- 4) Determining the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, or departments, and the relocation or closing of schools, offices, departments, buildings, or other facilities.
- 5) Determining the type and quantity of supportive services, including all supplies and equipment necessary to operate the District system and to establish the procedures necessary to manage and control the operations of the District.
- 6) Determining employee qualifications, establishing hiring procedures, and hiring all employees, determining employee assignments and the condition of their continued employment, dismissal or promotion.
- 7) Determining job content and providing timely notice of any changes to the employee.
- 8) Determining the size of the management organization and its function.
- 9) Approving in-service training activities for employees.
- 10) Establishing and conducting an evaluation program to determine the effectiveness and competence of all District employees.
- 11) Determining staffing allocations for all schools, departments and District operations.

It is understood and agreed that the Board of Education possesses the sole right to operate the District and that all management rights repose in it, but that such rights shall be exercised consistently with the other provisions of this agreement.

ARTICLE III. LABOR MANAGEMENT COLLABORATION

The District and the Union agree to collaborate in a respectful manner to address common issues, resolve problems, and identify opportunities for improvement. In addition, they will propose and evaluate solutions and agree on recommendations.

The District and the Union agree that it is in their mutual interest to be involved in a collaborative process in the following areas:

- 1) The strategic direction of the District;
- 2) Training and professional development;
- 3) Teacher performance evaluation;
- 4) Local school governance;
- 5) Dispute resolution; and
- 6) Employee benefits programs.

It is the District's and the Union's intention to explore and tailor a collaborative framework that supports our mission to provide a quality education for all children. Representatives from the District and the Union shall establish a regular meeting schedule to begin this collaboration

during the second semester of the 2008-2009 school year. Listed below are the current labor management collaboration committees.

COLLABORATION COMMITTEES

All committee members will participate on a voluntary basis. Every effort will be made to schedule all committee meetings outside of the normal school day or during non-instructional time.

A. ADOPTION OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS

The Union and the District recognize that teacher input into the selection of text books/instructional materials, programs or initiatives contribute to the academic success of our students. To facilitate and ensure teacher input, the Union and the District agree to the following.

The Academic Review/Advisory Committee (“ARAC”) will be organized.

- 1) Organization and Structure of the ARAC
 - a) The ARAC will consist of seven administrators appointed by the District and seven members appointed by the Union.
 - b) The ARAC will meet on a monthly basis.
- 2) Purposes of the ARAC
 - a) To organize subcommittees whenever the District considers the adoption of textbooks/ instructional materials, programs or initiatives in any specific subject area, program or grade level.
 - i) The ARAC will review the recommendations of the subcommittees and determine a final recommendation based on a majority vote.
 - ii) The ARAC will submit recommendations to the Superintendent for consideration and final approval.
 - b) The ARAC will evaluate programs, initiatives, and assessments on an on-going basis, provide feedback to the Superintendent, and make recommendations on any changes and/or modifications that may become necessary during the year.
- 3) Subcommittees
 - a) The Subcommittee will consist of up to twenty (20) District teachers from the appropriate subject area or grade level who wish to serve and twenty District Members which can include Curriculum experts and other district administrators selected by the Superintendent.
 - b) The Subcommittee shall meet as determined by the ARAC.

- c) The purpose of the Subcommittee will be to research, evaluate and make recommendations regarding the adoption of textbooks/instructional materials, programs or initiatives.
 - d) The Subcommittee has the right to consider alternative textbooks/ instructional materials programs or initiatives in addition to those presented by the District, including Request for Information.
 - e) The Subcommittee shall determine its final recommendation by majority vote and report its recommendation to the ARAC. The report shall include its recommendation, data to support the Subcommittee's decision and any comments from Subcommittee members who dissented.
 - f) The ARAC will submit the recommendation of the Subcommittees to the Superintendent.
- 4) Training will occur before implementation of newly adopted textbooks, instructional materials, programs and initiatives.

B. COMMITTEE ON DISCIPLINE ENFORCEMENT (CODE)

There will be a Committee on Discipline Enforcement (CODE).

- 1) The functions of the CODE will be to:
 - a) Provide an annual review of the Code of Student Conduct and make recommendations for implementation and consistent application throughout the District to the Student Discipline Attorney and/or Superintendent no later than March 30. All other reviews shall be executed to ensure compliance with city, state, and federal regulations;
 - b) Examine recommendations from the Staff Advisory Committees on discipline concerns; and
 - c) Investigate complaints concerning non-implementation or non-compliance with the Code of Student Conduct and report on such complaints to the Superintendent.
- 2) Changes in the Code of Student Conduct shall be completed by the beginning of each school year.
- 3) The CODE shall consist of ten (10) members; five (5) members each appointed by the Union and the District. At least three (3) of the members appointed by the District should be site based administrators representing all grade levels and at least two (2) of the members appointed by the Union shall be teachers.

C. STAFF ADVISORY COMMITTEE

Each school, if a majority of instructional staff so desires, shall have a staff advisory committee elected by members of the instructional staff. Where applicable, this committee shall include a representative from the paraprofessional classroom employees.

The elections for Staff Advisory Committee members shall be no later than September 15. The term of office for these members shall be one (1) year. The size of the Staff Advisory Committee shall be no less than four (4), but no more than eight (8) members.

The function of the Staff Advisory Committee shall include meeting with the Building Administrator, or designee, for the purposes of:

- 1) Discussing concerns, recommendations, and/or proposals from the instructional staff and implementation of new programs, regulations, and/or procedures by the administration;
- 2) Assisting with the preparation of agendas for faculty meetings;
- 3) Analyzing data on discipline and making recommendations to resolve discipline problems;
- 4) Forwarding suggestions regarding modifications on the Code of Student Conduct to the Committee on Discipline Enforcement (CODE); and
- 5) Assisting the Building Administrator in the ordering and distribution of classroom supplies. The administrator shall see that:
 - a) All supply orders within budget limitations are sent to the proper agent.
 - b) The Administrator will communicate with the appropriate District employee to maintain up-to-date information on the status of supply orders. Within three (3) working days of the time the administrator learns of any delay, reduction, or other action affecting supply orders, the committee will be notified.
 - c) During the school year, supplies received shall be made available to teachers promptly. Supplies shall be distributed among teachers on an equitable basis.

The school administrator or his/her administrative designee shall, except in emergencies, advise of and discuss with the Staff Advisory Committee any new rules and changes in existing rules, regulations and procedures before they are implemented.

The Staff Advisory Committee meetings shall be open meetings. School instructional staff other than Staff Advisory Committee members may attend the meetings.

D. EMPLOYEES' INSURANCE COMMITTEE

- 1) The Health Insurance Task Force, including the Employees' Insurance Committee, will have the opportunity to participate in discussions concerning health, dental, and vision insurance products. The Health Insurance Task Force, including the Employees' Insurance Committee, will examine basic products and coverage made available by the Human Resources Department.
 - a) The Human Resources Department will develop Requests for Proposal (RFP's) to vendors for the health, dental and vision insurance.

- b) The Human Resources Department will present at least three (3) options (assuming there are three responsive bids to the Request for Proposal) to the Board with a recommendation, including the recommendation of the Health Insurance Task Force.
 - c) The Task Force shall be comprised of the Employees' Insurance Committee and other such administrative departments as designated by the District.
- 2) The Employees' Insurance Committee will participate in the monthly insurance update meetings.

E. JOINT TRAINING ON THE COLLECTIVE BARGAINING AGREEMENT

The Union and the District will jointly train the Union Building Representatives, the site-based administrators and all personnel, as identified by the District, responsible for the administration of the Collective Bargaining Agreement. This training will take place in August of each year unless both parties mutually agree to extend the date for training. The purpose of this training is to ensure that all parties are made aware of the provisions in the Collective Bargaining Agreement.

The Union and the District will each appoint three to five persons to serve on the joint-training team.

F. MONTHLY DISCUSSION MEETINGS

In order to provide continuous cooperation between the majority representative of teachers and the District, representatives of the Superintendent and the majority representative of teachers may, at the request of either party, meet on a mutually agreeable day each month during the regular school year at a time convenient to both parties. The purpose of these meetings shall be to review the administration of the Collective Bargaining Agreement and to resolve problems that may arise pertaining thereto. Each party will submit to the other, no later than two (2) days prior to the meeting, an agenda covering what they wish to discuss. If no agenda is submitted by either party, no meeting will be held that month.

Matters not specifically covered by the Collective Bargaining Agreement, but of common concern, shall be subject to informal discussions upon the request of either party. The parties agree to cooperate in arranging special or emergency meetings to insure prompt actions in emergency situations.

G. TEACHER PERFORMANCE ASSESSMENT ADVISORY COMMITTEE

The development of a new Teacher Performance Assessment will allow for the establishment of a Teacher Performance Assessment Advisory Committee. The District and Union will each designate an equal number of members to serve on this committee. The members shall be identified one month prior to the initial meeting. Team members should include Elementary, Middle, Secondary, Special Education and Administration representatives.

ARTICLE IV. GENERAL PROVISIONS

A. ACADEMIC FREEDOM

Employees do not give up their constitutional rights during working hours. Academic freedom shall be accorded to teachers, subject to the requirement that teachers teach within the District curriculum, MSIP standards as outlined by the state of Missouri, and as further defined by federal law. Students will be encouraged, through class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

B. CLASSROOM INTERRUPTIONS

- 1) Use of the Intercom for School-Wide Announcements - Except in an emergency, use of the intercom for school-wide announcements shall occur only at specified times during the school day. The schedule will be posted.
- 2) Construction and Repairs - Teachers will be notified prior to the start of any construction or repairs. Every reasonable effort will be made to move the affected teachers and students to a suitable learning environment.

C. DISCIPLINE AND PRIVACY OF EMPLOYEES

The right of management to reprimand employees shall not be abrogated. However, oral criticisms or reprimands shall be handled in a private and professional manner.

Before any employee is called in by an administrator or supervisor for formal disciplinary action of a serious nature that would result in at least a written reprimand, the employee shall be given the opportunity to arrange for the presence of a representative.

D. EMPLOYEE MEETINGS

Subject to notification of no less than 24 hours to the building principal, employees may schedule meetings with other building staff and/or Union representatives in the buildings to which they are assigned, provided that such meetings shall not be held before 6:30 a.m. or later than 5:30 p.m. and are subject to previously scheduled school or professional activities. All other building usage by employees shall be subject to Board Policy relating to use of District property by members of the public.

E. INCLEMENT WEATHER COMMUNICATIONS

On days that schools are closed due to extreme weather conditions or emergencies, the administration will make every reasonable effort to notify employees of the closing by 5:15 a.m. The District will first, post the closing on the District Web Page and then, notify radio and television stations of the closing. The robocall phone contact system used by the District for school closings will be programmed so that employees of early start schools will be notified first.

Except for early release of schools due to inclement weather, school closings will be for a full school day.

F. NEW POLICIES AFFECTING UNIT

Copies of all new policies affecting the employment or working conditions of members of the Teachers' Unit shall be provided to all members of the Unit within thirty (30) days of approval.

G. PARENT TEACHER CONFERENCES

- 1) Parent/Teacher Conferences shall be arranged by appointment, at a time mutually acceptable to the parent and teacher. Conference arrangements shall occur only during non-teaching time. They shall not occur during the duty-free lunch period.
- 2) In those situations where a principal recommends that a parent/teacher conference occur:
 - a) The teacher shall meet with the parent at the first opportunity, or
 - b) The teacher shall attempt to contact the parent within twenty-four hours. Where a parent/teacher conference cannot be scheduled, the teacher shall provide a written explanation of the efforts made to schedule the conference, as well as, provide notice of the student's issue and/or progress and suggestions that will assist the student.
- 3) Conduct during Parent Teacher Conferences shall be subject to School Board Policy KK, *Visits to District/Property Events*.

H. PERSONNEL RECORDS

A central personnel record shall be kept for each employee of the District. Except for confidential reference documents, an employee shall have access to items in his/her own personnel records. A record of employment and termination shall be maintained for all resigned, separated and retired employees, including information deemed essential by the administration.

Provisions shall be made to assure privacy of personnel records and to protect the records from examination for other than legitimate purposes. A copy of any material which relates to activities during employment by the District placed in an employee's central personnel record shall be transmitted to the employee at the time of insertion in the record.

Members of the School Board shall not have access to employees' personnel record except on action of the Board.

I. PROFESSIONAL DEVELOPMENT ON CLASSROOM MANAGEMENT

Twenty hours (20) of professional development on classroom management will be offered to new and beginning teachers by Union members trained in Foundations of Effective Teaching (an AFT professional development program). In the event the professional development is held outside the regular workday, the presenters will be compensated at the normal hourly rate of pay.

- 1) Four hours will be designated for professional development in Beginning-of-the-Year Classroom Management during one day of new and beginning teacher orientation.

- 2) Sixteen additional hours will be offered as an option to fulfill new and beginning teacher requirements.

Teachers' survey data will be used to assess the effectiveness of this professional development.

J. SCHEDULES WITHIN A BUILDING FOR ART, MUSIC, PHYSICAL EDUCATION, COMPUTER TEACHERS AND LIBRARIANS

The District determines the building-by-building schedules of the Art, Music, Physical Education, Computer Teachers, and Librarians.

In each building the principal will consult and receive assistance and input from the Staff Advisory Committee and the affected Art, Music, Physical Education, Computer Teachers and Librarians prior to determining the schedule.

All such scheduling within the building will be in accordance with Section VI. Workday Provisions for Certified Staff and any other applicable policies dealing with the normal day for teachers.

Scheduling of the Art, Music, Physical Education, Computer Teachers, and Librarians should allow for the maximum possible instruction as well as providing released time for elementary classroom teachers on an equitable basis.

K. SENIORITY

Seniority (length of service) shall be defined as the number of consecutive days of employment in the District. Such days shall include authorized absences.

L. SOCIAL ACTIVITIES, INDIVIDUAL CONDUCT AND DRESS

An individual's social activities, conduct and dress should be a personal matter. Employees should have freedom to express their individuality so long as they do not intrude upon and/or endanger the freedom of others, within the limitations expressed below:

The implementation of this policy calls for sensitive, tolerant, and intelligent actions on the part of the school staff. The following apparel is not acceptable: beach wear including flip-flop shoes, short shorts, see-through clothing, halter tops or blouses which expose the midriff area, backless sun dresses, and tight-fitting athletic wear worn together with oversized tee-shirts. Denim fabric may be worn as long as it is not in the form of overalls, coveralls, or blue jeans. In addition, an employee's dress should be neat and clean and his/her conduct should set a positive and professional example for pupils to imitate.

One day each week will be designated by the District as a casual dress day in which neat and clean blue jeans may be worn.

M. SPACE FOR ITINERANT PERSONNEL

Every effort shall be made to provide appropriate space to itinerant bargaining unit members.

N. TEACHER RESPONSIBILITY FOR GRADES

The classroom teacher shall be responsible for assigning grades to students, along with the obligation to participate in any review of the grades by the Building Administrator and Superintendent. However, a classroom teacher shall not be required to revise a grade without a written directive from the Superintendent or his or her designated central office instructional administrator.

O. UNSAFE OR HAZARDOUS CONDITIONS

Employees shall report unsafe or hazardous conditions to their Building Administrator or immediate supervisor. The concern will be assessed by appropriate District staff to identify the source and/or extent of the condition.

Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks that endanger their safety. Once the hazard has been resolved and/or removed, staff is required to return to their normal work assignments.

ARTICLE V. WORK YEAR FOR TEACHERS, SECONDARY COUNSELORS AND LIBRARIANS

A. WORK YEAR FOR TEACHERS

Members of the Teachers' Unit, except counselors and librarians, shall work one hundred and eighty-five (185) days.

Teachers shall be required to report to school 5 days prior to the beginning of the students' school year. These days shall be designated as such:

- 1) Teachers Work Day for room and lesson preparation – one and one half days;
- 2) Staff Development – three days; and
- 3) Building Preparation for the opening of school – one half day.

During the course of the school year, the three (3) additional professional development sessions on the school calendar shall be designated as teacher workdays for individual planning time, with the exception of three hours each day which may be used as professional development time.

Necessary make-up days will be scheduled by the Superintendent following the last day of the school calendar.

All new teachers to the District shall have an additional six (6) days of professional development, which will be jointly planned by the District Administration and the Union. Four (4) days of the professional development shall be conducted on the four (4) work days preceding the official start of the work year for all teachers. Teachers will be paid a stipend of \$1,400 for attending this professional development. One (1) day of professional

development will be conducted each semester. Teachers attending this professional development will be paid their normal daily rate of pay.

The school calendar will include one full-week of five continuous workdays at the spring break, during the 2008/09, 2009/10, and 2010/11 school years.

B. WORK YEAR FOR SECONDARY COUNSELORS

- 1) Counselors will work fifteen (15) days longer than teachers as scheduled by the principal of the school where the counselor is assigned.
- 2) Counselors will be notified of their starting date prior to the close of the preceding school year.
- 3) Counselors may be asked to report early for duty before the beginning of their work year.
 - a) All work shall be on a voluntary basis and must be pre-approved by the Superintendent and/or designee.
 - b) Counselors shall receive their regular rate of pay for such voluntary assignments.

C. WORK YEAR FOR LIBRARIANS

Librarians shall work five (5) days longer than teachers.

- 1) Librarians shall work two (2) days before the regular teacher work year to prepare the library for the opening of school.
- 2) Three (3) days shall be after the regular teacher work year to inventory and close down the library for the summer.
- 3) Librarians shall receive their regular daily rate of pay for all extra days worked.

ARTICLE VI. WORKDAY PROVISIONS FOR CERTIFIED STAFF

A. TEACHER WORKDAY

- 1) The workday of a teacher shall be seven (7) hours and thirty (30) minutes.
- 2) The workday duties of the teacher shall be teaching classes or engaging in similar instructional activities.
- 3) Within the seven (7) hour and thirty (30) minute workday, the teacher shall:
 - a) Have fifty minutes of on-site individual planning time each day. (School related off-site individual planning must be pre-approved by the Building Administrator).
 - b) Have an additional forty (40) minutes of preparation time each day except that one hundred (100) minutes per week can be used for professional development,

meetings, or supervision of students, after consultation between the Building Administrator and teachers. In emergencies necessitated by the District's Turnaround Plan, the remaining minutes of preparation time by be used.

- c) Provide general assistance with students or school programs for five (5) minutes before the students' school day starts and ten (10) minutes after the students' school day ends. The foregoing does not determine arrival/departure time for teachers; and
- d) Have a thirty (30) minute duty-free lunch period.

B. OTHER WORKDAY PROVISIONS

1) Professional Development

- a) Teachers shall participate in the three (3) professional development days at the beginning of the school year.
- b) Three (3) additional professional development days during the student school year shall be designated as teacher workdays for individual planning time, with the exception of three (3) consecutive hours during each day which may be used as professional development time.
- c) At those schools where the Achievement First program is being implemented, there will be a 2.5 hour block of time with early release on the eighteen (18) dates identified and approved by the Board of Directors. This time will be used for common planning time and small learning community business.
- d) At all other schools there will be a three (3) hour block of time for professional development with early release on five (5) dates as identified and approved by the Board of Directors.

2) Additional Professional Development/Meetings

- a) There will be an additional thirty (30) hours available for professional development sessions/meetings during either the summer months or beyond the regular seven (7) hour and thirty (30) minute workday.
 - i. The purposes of such professional development sessions/meetings shall be for improving student achievement as measured by the MAP, for working on activities related to MSIP, or for analysis of student data.
 - ii. Compensation to members of the Teacher Unit for these additional thirty (30) hours shall be according to the rate shown on the Extra Pay Assignment Schedule for Workshops (page 49).
 - iii. If implemented during the school year, each professional development session /meeting will not exceed one hour beyond the regular workday hours.
 - iv. Notice for such professional development session/meetings shall be as listed below:
 - During the regular school year – at least fifteen (15) working days.
 - During the summer months – at least forty-five (45) calendar days.

- b) Faculty Meetings—No more than ten (10) may be held per year.
 - i. All such meetings will be held before/after the students' school day.
 - ii. These meetings will not exceed one (1) hour in length and will include any additional preparation time before/after the students' school day.
 - iii. After consultation with the Staff Advisory Committee, the building administrator shall establish a regular monthly meeting day.
 - iv. If a meeting is rescheduled, a twenty-four (24) hour notice shall be given to the staff. No staff member will be penalized or reprimanded for missing a rescheduled faculty meeting due to unforeseen emergencies or previously scheduled appointments. Emergency meetings will not count toward the ten (10) faculty meetings per year.
- 3) Conferences and Activities – Teachers will attend and participate as listed below:
 - a) Two officially designated parent/teacher conferences as scheduled by the District and
 - b) No more than two Open Houses or similar public-oriented programs. Such meetings or programs shall not exceed three (3) hours in length. Teachers are encouraged to participate voluntarily in all school extra-curricular and public oriented programs.
- 4) Student Evaluation and Report Cards
 - a) Teachers will be given at least three (3) full working days after the end of the quarter or mid-quarter grading periods to submit report cards or grade sheets, with the exception of the final grading period.
 - b) Teachers shall submit report cards or grade sheets on the last day of the teacher work year unless they have made arrangements with the Building Administrator to submit them at a later date.
- 5) Scheduling of Teachers' Classes
 - a) In no case will teachers be scheduled for more than four (4) clock hours in succession without a planning period or duty-free lunch period. A clock hour is defined as one hour or sixty (60) minutes.
 - b) In scheduling of secondary school classes, the number of lesson preparations shall be kept at the minimum consistent with the teacher's subject or field, size of the department, and special offerings of the department. Every effort shall be made to schedule the number of lesson preparations not to exceed the maximum of three (3) per semester.
- 6) Portions of the workday not designated for particular use in this provision shall be used for individual planning time.

C. COUNSELOR AND LIBRARIAN WORKDAY

- 1) The workday for counselors and librarians shall be seven (7) hours and thirty (30)

minutes.

- 2) Within the seven (7) hour and thirty (30) minute workday, the counselor or librarian shall:
 - a) Provide general assistance with students or school programs for five (5) minutes before the students' school day starts and ten (10) minutes after the students' school day ends. The foregoing does not determine arrival/departure time for counselors and librarians; and
 - b) Have a thirty (30) minute duty-free lunch period.
- 3) Other Workday Provisions - Counselors and librarians shall adhere to the provisions as listed in Workday Provisions for Certified Staff, B. Other Workday Provisions:
 - a) Professional Development - 1 a-d (page 19);
 - b) Additional Professional Development/Meetings - 2 a and b (pages 19 - 20); and
 - c) Conferences and Activities - 3 a and b (page 20).
- 4) School counselors shall:
 - a) Not be assigned duties that require taking punitive disciplinary action in respect to student violations of school rules or applicable laws. This statement of exemption in no way relieves counselors of the duty to assist students so involved with further adjustment services.
 - b) Have the right to exercise confidentiality in protecting the counselor/student relationship in accordance with American School Counseling Association code of ethics. While this code gives certain professional privilege to the counselor in respect to confidentiality between counselor and counselee, it makes the counselor responsible to "an appropriate responsible authority" if he/she discovers "an imminent and clear danger to the counselee or client or others."
- 5) School libraries and resource centers fulfill an important role in the school's instructional program.
 - a) Librarians should not be used as substitute teachers. If, however, a clear emergency situation exists, librarians may be utilized as substitute teachers if given released time from library responsibilities during the period librarians are serving as substitute teachers.
 - b) Libraries shall not be used as disciplinary centers or detention facilities for disruptive children who are unable to perform in their regular classroom assignments.

ARTICLE VII. ASSIGNMENTS/REASSIGNMENT/REORGANIZATION/TRANSFERS

A. ASSIGNMENT OF TEACHERS WITHIN A SCHOOL OR PROGRAM

The principal of each building will be responsible for room assignments, class assignments and grade level or subject area assignments. Each year by March 15, teachers may express in writing to their principal their preferences of room assignments, class assignments and grade level or subject area assignments. Employee preference, qualifications, and length of service shall be considered in the placement.

At least ten (10) days preceding the opening of a semester each teacher will be informed in writing of his/her grade level/subject assignment. Necessary changes in a teacher's program shall be accomplished in consultation with department or grade level chairpersons, if any, and the teacher concerned.

B. REASSIGNMENT WITHIN A SCHOOL DURING THE SCHOOL YEAR / REORGANIZATION WITHIN THE DISTRICT

Reassignment/reorganization is the moving of students and/or teachers to different teaching assignments or classrooms in response to changes in enrollment. To minimize disruption of the educational process, such reassignments/reorganization shall be made within the first grading period of the first semester. Other school reorganization necessitated by emergencies may be made upon the recommendation of the Superintendent.

The principal, the teachers affected and the majority representative shall be notified in writing at least one week prior to such reassignment/reorganization.

C. TRANSFER OF A TEACHER FROM ONE SCHOOL OR PROGRAM TO ANOTHER

No teacher under contract shall be transferred from one school or program to another unless Procedure A or B is followed as described below. Such transfers should be voluntary, if possible.

Whenever a teacher transfers from a particular school or program to another school or program that teacher may not cause the transfer of another teacher from that receiving school or program.

Procedure A. Voluntary Transfer

Members of the Teacher's Unit desiring to transfer to vacancies in another school or program for the following school year shall file a written request with the Human Resources Department no later than March 15 of the year immediately preceding the year for which the transfer is desired.

- 1) On March 5 of each year, the Human Resources Department will make available to members of the Teachers' Unit a listing of all known vacancies up to and including those vacancies through March 1.
- 2) Members of the Teachers' Unit who request voluntary transfers by the March 15 deadline will be assigned to available vacancies through May 10, consistent with the voluntary transfer selection process listed below.
- 3) If a vacancy becomes available from May 10 to June 1, members of the Teachers' Unit who have requested voluntary transfers by the March 15 deadline will be assigned to those vacancies, consistent with the voluntary transfer selection process

below. Members of the Teachers' Unit will not be considered for a transfer in this category if the vacancy occurs after June 1.

4) Voluntary Transfer Process

- a) Each school shall establish a Transfer Selection Committee (Committee). The Committee shall consist of a principal or administrative designee, a KCFT & SRP Building Representative or designee appointed by the KCFT & SRP President, and one other teaching staff member from the area of the transferee's certification or grade level, as selected by the grade level or department staff.
- b) All Transfer Selection Committees will be required to interview each of the members of the Teachers' Unit who have bid for vacant positions and submit recommendations on or before June 1, to the Human Resources Department, with the exception of those assignments to vacancies occurring from May 10 to June 1. Regarding those assignments, the deadline for submitting recommendations and supporting documentation to Human Resources will be three working days after June 1.
- c) Each member of the Teachers' Unit may include up to three selections on the voluntary transfer form and will be given the option to interview at each school/program to which he/she has requested a voluntary transfer and where a vacancy exists.
- d) The Committee shall screen and interview each of the members of the Teachers' Unit who have bid for vacant positions. The Committee will document the interview process and make recommendations to the principal. If the principal does not accept the selection of the committee, the Central Office School Leadership and the Union Leadership, or their designees, shall meet to reach an amicable resolution.
- e) Members of the Teachers' Unit who have requested a voluntary transfer shall be notified no later than July 17 as to whether their transfer request was granted or denied.

Procedure B. Involuntary Transfer

- 1) Disciplinary - Disciplinary transfers, when necessary, shall be for just cause and shall follow a conference with the Human/Employee Relations Specialist.
- 2) School Closings - All involuntary transfers caused by school closings shall be based on certification and length of service in the District.
- 3) Other Involuntary Transfers - Other involuntary transfers necessitated by declining enrollment, emergencies unforeseen by normal school operation or specialized academic needs of a given school or program shall be based, in order, on certification, professional preparation, length of service in the district, and the performance-based teacher evaluation. Volunteers may be considered.

- 4) Reconstitution - The reconstitution of schools, if necessary, will comply with all applicable state and federal laws/rules/regulations.

ARTICLE VIII. LAYOFF AND RECALL OF PROBATIONARY TEACHERS

A. LAYOFF

- 1) When the Superintendent determines that layoff of probationary teachers is necessary, the criteria for selecting probationary teachers to be placed on unrequested leave of absence shall be:
 - a) Certification; and
 - b) Professional preparation, which includes graduate study and substantial professional development training,
- 2) The teachers identified for placement on leave of absence shall be ranked by date of appointment with the District. Employees shall be placed on unrequested leave of absence beginning with the most recent appointment date.
- 3) The only exceptions to this layoff/recall provision will be those teachers participating in special teaching programs with which the District has contracted.

B. RECALL

- 1) Recall from leave of absence shall be in reverse order of layoff in that the most senior teacher on the list of those on unrequested leave of absence with the appropriate certification shall be recalled first.
- 2) If a probationary teacher on unrequested leave of absence under this policy is sent a recall notice, that teacher shall have ten (10) calendar days to affirmatively respond. Failure to respond within this period shall constitute a resignation from the District.

C. GENERAL PROVISIONS

- 1) No probationary teacher who is furloughed for more than two (2) calendar years will be recalled under this policy.
- 2) No contracting of new teachers shall be made while there are available probationary teachers on unrequested leave of absence who are properly certificated to fill such vacancies.
- 3) Nothing in this policy shall be construed to limit the right of the Superintendent to recommend the reduction, non-renewal, or dismissal of teachers through any other method permitted by law.

ARTICLE IX. GRIEVANCE PROCEDURE

A. DECLARATION OF PURPOSE

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the District and its professional staff is essential to the operation of schools, it is the purpose of this grievance procedure to secure, at the lowest possible administrative level, resolution of filed grievances of employees in the unit represented by the Kansas City Federation of Teachers & School-Related Personnel (KCFT & SRP). In furtherance of this purpose, no employee shall be disciplined or discharged except with just cause.

B. DEFINITIONS

- 1) A "grievance" is an alleged violation or claimed misinterpretation or claimed misapplication of the terms and conditions of this Agreement, a Board policy or an adopted administrative regulation directly related to working conditions of employees in the unit.
- 2) A "class grievance" is an alleged violation or claimed misinterpretation or claimed misapplication of the terms and conditions of this Agreement, a Board policy or an adopted administrative regulation filed by a group of employees in the unit or the Union on behalf of a group of employees in the unit and directly related to working conditions of employees in the unit. Every effort will be made to identify all members of the class no later than the date of the Step Two hearing.
- 3) "Grievant" shall mean the Union, an individual member of the bargaining unit or a group of members of the bargaining unit.
- 4) The term "step" refers to the separate and distinct procedures to be followed in the processing of grievances.
- 5) "Union" shall mean the Kansas City Federation of Teachers & School-Related Personnel (KCFT & SRP).
- 6) "District" shall mean the Kansas City, Missouri School District (KCMSD).
- 7) "Hearing Officer" shall mean the individual charged with the duty of rendering decisions at a designated step of the grievance procedure.
- 8) "Expedited Arbitration" shall be defined as the method of arbitration which will most expeditiously permit full presentation of the evidence and arguments of the parties.

C. PROCEDURES AND TIMELINES

- 1) Details of grievance proceedings shall be kept confidential, unless otherwise required by legal process.
- 2) In the situation where new, relevant, information comes to light, subsequent to any step in the grievance procedure, the grievance shall revert to the preceding step where such information would have been relevant, had it been known. The Union and the District shall agree to which step the grievance shall revert. Failure to agree will result in the grievance reverting to the previous step. Then the new information shall be presented at that step, and the grievance shall proceed according to procedure.

- 3) Except for decisions prior to Step One, all decisions shall be rendered in writing at each step of the grievance procedure and transmitted to the Union and the Grievant.
- 4) At any step, upon request, the grievant may be accompanied by a representative and the grievant is encouraged to present his/her grievance orally to the immediate supervisor.
- 5) All grievances shall be in writing and shall include the following:
 - a) Name and location of the employee or group of employees involved;
 - b) Identification of the specific contract section, School Board policy, or administrative regulation alleged to have been violated or misinterpreted;
 - c) Conditions and specific statements of all the facts giving rise to the grievance and the nature of the alleged violation; and
 - d) Specific relief requested.
- 6) Time limits specified in the procedure may be changed by mutual agreement between the grievant and the appropriate administrator hearing the grievance. In the event of an approved absence of a grievant or the appropriate administrator, time limits shall be temporarily suspended.
- 7) The majority representative of the Union shall receive copies of all filed grievances and written responses from Step Two and beyond of the grievance procedure.
- 8) The Union and the District agree to facilitate any investigations which may be required and to make available any and all non-privileged, non-confidential material and otherwise relevant documents, communications and records concerning the grievance.
- 9) The Union and the District shall have the right at all steps of a grievance proceeding to confront and cross-examine all witnesses.
- 10) Grievances arising from the action of an official, other than the immediate supervisor of the employee, can be initiated at Step Two, with the designated Hearing Officer.
- 11) After any grievance proceeding has reached Step two, any party shall have the right, at his/her own expense, to legal and/or stenographic assistance.
- 12) Any hearing pursuant to this grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Representatives so designated may investigate, discuss and present a grievance of an employee or employees during regular work hours, subject to the provision relating to the Visits to Schools (Article II, Union and Management Rights, F., page 6). Time spent in handling a grievance shall not be unreasonable or excessive. The authorized majority representative of the Union or the grievant's representative, shall not be coerced, or interfered with during the performance of his/her duties of investigating and representing the grievant. There will be no retaliation against any employee(s) who files a grievance.

- 13) Resorting to the grievance procedure shall not constitute an election of remedies by an employee, but if appropriate and after exhausting the grievance procedure, an employee shall have the right to pursue any legal remedies which he/she might otherwise possess.
- 14) Discrimination and harassment complaints shall be reported pursuant to Board policy.
- 15) Unless otherwise agreed to by the parties, any settlement documents, orders and monetary payments resulting from any step of the grievance process shall be satisfied within forty (40) calendar days from the date of the award.
- 16) Representatives of the Legal Services Department and the Union will meet monthly at a place and time convenient for both parties. The purpose of these meetings will be to assess outstanding grievances and to seek resolution to such grievances. Each party will submit to the other not later than one week prior to the meeting, a list of outstanding grievances they would like to discuss. If no list is submitted by either party, no meeting will be held that month.
- 17) The costs of the Arbitrator, including expenses, shall be borne equally by the District and the Union. Additionally, either party may order a transcript of the proceeding. If both parties elect a transcript, the cost of same will be shared evenly.

D. STEPS OF THE GRIEVANCE PROCEDURE

- 1) Step One – Immediate Supervisor
 - a) Within five (5) working days of the time that the grievant knew, or reasonably should have known of the grievance, the grievant or the Union shall state the grievance in writing on the approved "Employee Grievance Form" to the building principal, administrative designee, or immediate supervisor.
 - b) Within five (5) working days after receiving the written "Employee Grievance Form," the principal or immediate supervisor shall hold a meeting with the grievant and his/her representative.
 - c) Within five (5) working days after the meeting, the principal or immediate supervisor shall communicate his/her response in writing on the "Employee Grievance Form" to the grievant.
- 2) Step Two - Hearing Officer
 - a) If the grievance is not resolved at Step One, and within ten (10) working days of receipt of the principal's or immediate supervisor's response, the grievant may appeal to Step Two by filing the "Employee Grievance Form" with the designated Hearing Officer.
 - b) Within ten (10) working days after receiving the Step Two appeal, the designated Hearing Officer shall hold a hearing with the grievant and his/her representative.

- c) Within ten (10) working days after the hearing, the designated Hearing Officer shall present his/her decision in writing on the "Employee Grievance Form" to the grievant.

3) Step Three – Grievance Mediation

- a) Within ten (10) working days of receiving the decision of the designated Hearing Officer either party may request grievance mediation per the guidelines of the Federal Mediation and Conciliation Services (FMCS) on any grievance.
- b) If the grievance is not satisfactorily resolved through grievance mediation, the Union or the grievant may, within ten (10) working days after the conclusion of the grievance mediation, appeal to Step Four (Advisory Arbitration).

4) Step Four - Advisory Arbitration

- a) Within ten (10) working days of receiving the decision of the designated Hearing Officer from the Human Resource Department or within ten (10) days of the conclusion of the grievance meditation, the Union or the grievant may file a demand for arbitration or expedited arbitration.

- b) Procedures governing arbitration are listed below.

- i. An authorized representative of the Union or the grievant shall request the FMCS to submit a list of seven arbitrators.
- ii. Within ten (10) working days of receiving the list of the seven (7) arbitrators, the parties will, absent mutual agreement, alternately, beginning with the District, strike names from the list until the final name is reached. Thereafter, the arbitrator shall be notified of his/her selection by either party or jointly.
- iii. Within ten (10) working days of the appointment of the arbitrator by the FMCS, the date of the arbitration hearing will be selected.
- iv. The arbitrator shall have no power to add to, delete from, or modify the terms of the negotiated Agreement.
- v. Each party shall bear the full cost of its representation in the arbitration process. Neither party will be permitted to present in the arbitration any grounds or evidence which has not been previously disclosed to the other party, absent unforeseen circumstances, such as surprise or other revelation of facts that were beyond the good faith knowledge of either party, until such time as the discovery of said information.
- vi. The voluntary labor arbitration rules of the FMCS shall apply to the arbitration hearings except as modified through expedited arbitration.

- c) Procedures governing expedited arbitration shall be the same as those employed in arbitration except as follows:

- i. Hearings shall be limited to four (4) hours.
- ii. The parties will be allowed one hour respectively to present their case.
- iii. Additional time, as determined by the arbitrator, shall be allowed for cross examination and rebuttal of evidence.
- iv. Parties shall be allowed time for a brief closing statement. No post hearing briefs will be allowed.

- v. The arbitrator shall render a brief and cogent ruling in writing within seven (7) working days of the hearing.
- vi. Nothing herein shall prohibit the parties from agreeing to modify the procedure employed in the hearing due to unique circumstances.

5) Step Five – Superintendent Review

- a) Within ten (10) days of receiving the decision at Step Four, the grievant may request review at Step Five (Superintendent review).
- b) The Superintendent and/or designee may review the documentation and written position statements from both parties, and after consultation with the appropriate Union representative, shall issue a response within twenty (20) working days. The decision will be final.

ARTICLE X. BENEFITS – ABSENCES, LEAVES AND HOLIDAYS

A. SICK LEAVE - HOW EARNED

When it is necessary for an employee in the Teachers' Unit to be absent due to an illness, except in emergency situations, the employee will notify the principal or building administrator before he/she is due to report to work. Each employee in the Teachers' Unit shall earn one-half (1/2) day of sick leave with full pay credit for each two (2) weeks of payroll certification for the employee. The employee must be certified for two (2) full weeks of service to be eligible for the one-half day sick leave allowance, except in those cases where the contract period covers an odd number of weeks, in which case, one-half (1/2) day of sick leave allowance shall be earned for the extra week. A full week is comprised of five (5) days. Sick leave may not be taken in advance of being earned.

Night school teachers shall be allowed one (1) night of sick leave pay per semester.

B. PERSONAL ILLNESS OR INJURY

Sick allowance may be used in the event of personal illness or injury. Sick leave for such reason by an employee must be verified by the employee and the certifying officer by signatures on payroll certification.

An employee may be required to provide a doctor's certificate to the principal or building administrators:

- 1) If he or she is absent five (5) or more consecutive days for personal illness or Injury; or
- 2) In the event that misuse of sick leave is reasonably suspected.

Failure to provide requested confirmation of illness may result in non-certification of time for duration of absence and/or disciplinary action for unauthorized absence.

C. SERIOUS HEALTH CONDITION OF CERTAIN FAMILY MEMBERS

Each employee shall be allowed to use up to five (5) days sick leave allowance, or if the employee does not have five (5) days of sick leave, an employee may take an unpaid leave of absence for up to a total of five (5) days of paid and unpaid combined because of the serious health condition of the employee's grandparent, parent, sibling, spouse, child, grandchild, anyone of like relationship by marriage, or on a case by case analysis of an undefined relationship.

D. BEREAVEMENT

Each employee shall be allowed to use up to five (5) days sick leave allowance or, if the employee does not have five (5) days of sick leave, an employee may take an unpaid leave of absence for up to a total of five (5) days of paid and unpaid combined because of the death of son, daughter, spouse, parent, grandparent, sister, brother, grandchild or anyone of like relationship by marriage, or on a case by case analysis of an undefined relationship.

E. SICK LEAVE BANK

The District shall establish a voluntary Sick Leave Bank for the use and benefit of all eligible employees in the unit. In the event of long-term illness, the purpose of the Sick Leave Bank is to provide support and assistance to employees who have rendered substantial and beneficial service to the District.

The Sick Leave Bank is not intended to be used as a substitute for replacement for permanent disability income or to pay the costs of custodial care for employees who sustain permanently disabling, non-terminal diseases or injuries. Sick Leave Bank benefits are not available to employees as the result of injuries which qualify for Missouri Workers' Compensation benefits, maternity or paternity leave or child rearing leave.

1) Eligibility

Regular, full-time employees who possess a minimum of twenty (20) accumulated sick leave days shall be eligible for membership in the Sick Leave Bank. The Division of Human Resources shall notify eligible employees about the Sick Leave Bank and the open enrollment period. The open enrollment period shall run concurrently with the open enrollment period for employee benefits.

2) Initial Employee Contribution for Sick Leave Bank Membership

As a condition of membership in the Sick Leave Bank, an initial contribution of three current or accumulated sick leave days shall be required of the employee.

3) Replenishment of Sick Leave Bank Days

A required minimum balance of five hundred (500) sick leave days shall be maintained in the Sick Leave Bank for members' utilization. Whenever the balance falls below five hundred (500) days, the membership shall be notified of the deficiency. To retain membership in the Sick Leave Bank, each member will be required to contribute two (2) days of his/her sick leave days to replenish the Sick Leave Bank. Each member's contribution will be made within forty-five (45) days of the deficiency notification. No additional contribution of sick leave days will be required until the remaining balance falls below the required minimum balance.

4) Exhaustion of Accumulated Days

Before utilization of Sick Leave Bank days, a Sick Leave Bank member must exhaust all accumulated days. After exhaustion of the member's accumulated days, a member shall be entitled to apply for an allocation of days from the Sick Leave Bank. A maximum of one hundred twenty (120) days shall be allowed for any single incident of long-term incapacitation from illness or injury.

5) Information to be Provided by the Employee

At the time of application for usage of Sick Leave Bank days, the employee shall provide a physician's report and other documentation setting forth the nature of the illness or long-term injury, the date of onset, the cause of the long-term illness or injury, if any, the course of prescribed treatment, the anticipated duration of the long-term illness or injury and the approximate date on which the employee expects to return to full-time duty. The employee shall also provide any other information requested by the Sick Leave Bank's Governing Committee.

6) Right of Examination

Prior to granting Sick Leave Bank days to a qualifying employee, the Governing Committee and/or the District may require the employee to be examined by a physician of the District/Governing Committee's choice at the District's expense. The Governing Committee and/or the District may require further periodic physician's examinations of the employee at reasonable intervals.

7) Replacement of Sick Leave Bank Days

Employees who use Sick Leave Bank days as the result of a qualifying long-term illness or injury shall not be required to replace such days.

8) Governing Committee

- a) The Sick Leave Bank shall be managed by a Governing Committee. The committee shall have three (3) members named by the Union, one (1) member named by Local 2000, one (1) member named by the Administrators Association, and three (3) members named by the Superintendent.
- b) The Governing Committee shall be responsible for the operation of the Sick Leave Bank and shall ensure that the Bank is operated in all respects in accordance with District policies. The Committee shall review and act on all applications for utilization of Sick Leave Bank days and shall make periodic recommendations to the Superintendent for supplemental rules, regulations, and policies of the Bank as the need becomes apparent.
- c) The Committee shall meet during normal workday hours and shall elect its own officers from the membership of the Governing Committee. The committee shall meet monthly. Additional meetings may be scheduled on an emergency basis if the need arises.

9) Reports and Audits

The Governing Committee, in cooperation with the District, shall provide quarterly reports of usage and costs of utilization of Sick Leave Bank days. The Committee shall also cause an annual audit to be performed reflecting the same information. The quarterly reports and annual audits shall be made available to the membership upon request. A copy of each report shall be automatically provided to the District, and each employee representative.

F. PERSONAL BUSINESS

Two (2) days may be used in a given fiscal year for personal business.

Personal business allowance cannot be used for the first or last day of school or the day before or after a school holiday. Time periods when such absence would result in a hardship for the District are also excluded.

It shall be a condition precedent to the use of the "personal business" allowance that the employee notifies his/her principal, department head or other immediate supervisor at least ten (10) days in advance of the contemplated absence. In the event of the critical illness or death of a member of the employee's immediate family, or of emergency circumstances which preclude the ten day notice, the employee shall immediately inform his/her immediate supervisor.

Should the "personal business" days not be used by the end of the current year, they will not be accumulated as sick leave allowance.

Personal business days may not be retroactively designated, unless the conditions for an emergency are met. Personal business days may not be assigned to cover an unexcused absence. Personal business days are subject to exhaustion as part of FMLA leave.

G. WORK-RELATED ASSAULT LEAVE

Any member of the bargaining unit, acting in the course of his/her assigned duties, who sustains an injury as the result of a duty-related assault, shall be eligible for "paid assault leave," subject to the following conditions:

- 1) To be eligible for assault leave, the member must apply for and be granted workers' compensation, subject to the workers' compensation laws and procedures of the State of Missouri.
- 2) In addition to the worker's compensation benefits, the member shall be granted assault leave for a maximum of 10 working days.
- 3) During the time that the employee is on assault leave, pursuant to this provision, there shall be no loss in benefits or reduction in accumulated sick leave.

The court appearance of any employee so assaulted or called as a witness in connection with the prosecution of a work related assault shall be without loss of pay or use of personal business or sick days. Upon request, the employee shall provide a copy of a subpoena requiring attendance in court pursuant to this paragraph.

H. JURY SERVICE

All school personnel will be awarded full pay during the period of jury service under the following conditions:

- 1) Such employee shall turn in the jury summons, or copy of the summons, to the building administrator prior to any absence for service;
- 2) Such employee shall turn in a certification of completion and the court provided juror fee payment as verification of serving jury duty to the building administrator upon his/her return; and
- 3) For jury service, there shall not be a charge against the employee's benefit days.

I. EXCUSED ABSENCES FOR EMPLOYEES FOR THEIR CHILD'S PARENT/TEACHER CONFERENCES

Employees will be allowed up to two (2) hours per semester without loss of pay or use of a benefit day to attend parent-teacher conferences for biological children or children in the employee's custody or control, under the following conditions.

- 1) This time cannot be taken when District teachers have Parent-Teacher Conferences scheduled for their students.
- 2) The time for meeting with a teacher or attending a parent-teacher conference is approved, in writing, at least five (5) days in advance by the Building Administrator.
- 3) The employee provides a written statement to the Building Administrator, confirming attendance at a parent-teacher conference or meeting with his/her child's teacher, upon returning to his/her work assignment.

J. LEAVE WITHOUT PAY

1) STUDY LEAVE

Teacher Study Leave

- a) A certified employee who has completed three (3) consecutive years of service to the District may be recommended for a study leave other than sabbatical leave, for a period of one (1) calendar year to begin on the date requested. All study leave requests are subject to review and approval by the Superintendent or his/her designee. All study leaves shall start at the beginning or end of the school year or at the completion of a semester.
- b) Reappointment of a certified employee who is granted a study leave (not sabbatical) pursuant to the above recommendation, shall be conditioned on the completion, while on such leave, of a minimum of eighteen (18) semester hours residence credit of senior college or graduate work, or the completion of an advanced degree.

- c) A certified employee who is reappointed pursuant to Paragraph b. above shall be entitled to any increment on the salary schedule to which he/she would have been entitled to had he/she remained on duty rather than taking the study leave.

2) EXTENDED LEAVES FOR UP TO ONE YEAR

a) Health Leave

An employee who has used up all current and accumulated days of sick leave allowance, and who has used all leave available pursuant to the Family Medical Leave Act, who presents a request supported by a doctor's statement that he/she is unable to return to work for medical reasons, may be placed by administrative action on extended health leave as required up to the remainder of a current semester.

By approval of the Board, the health leave may be extended for up to one (1) year upon written request of the employee and submission of a doctor's statement that the employee continues to be unable to resume normal duties. The doctor's statement shall include an estimate of the probable necessary length of the leave, based on the doctor's best professional judgment.

A person on health leave granted by the Board, may request reinstatement no less than thirty (30) days before the beginning of a semester when a return to work is anticipated. Such notification shall be accompanied by a certification by a doctor that the person's health should permit a return to full duty.

The employee shall be allowed to return to duty after thirty (30) days notice or at the end of a semester, whichever is sooner, and upon receipt of a statement from his/her physician certifying his/her ability to resume normal duties.

Return from an extended leave shall be to an equivalent position.

b) Parental Leave

Leave without pay for up to twelve months may be granted to members of the bargaining units to provide extended care for a child following the termination of maternity leave, adoption, or for long term illnesses of children.

Requests for utilization of parental leave shall be made to the Superintendent or his/her designee and shall include the reason for the leave and the anticipated start date and expiration date of the leave. The Superintendent or his/her designee shall review each request and determine whether approval of the request is in the best interest of the District, and shall approve or disapprove the request. Approved requests for parental leave shall be forwarded to the Division of Human Resources and shall be subject to Board approval.

When an employee returns to work at the expiration of an approved parental leave, the employee will be returned to an equivalent position. Failure to return to work at the expiration of an authorized parental leave shall be deemed a resignation.

K. AUTHORIZATION OF PROFESSIONAL ACTIVITIES

Employees may be authorized to attend meetings in the interest of the District at local, state, or national professional meetings without pay deduction and with expenses paid by the District according to established allowance. Requests for travel must be directly related to the teacher's field of certification. Travel requests must be pre-approved by the teacher's principal/supervisor and instructional director. The total cost of such leaves is subject to budget limitations for employing substitutes and reimbursement for travel, meals and lodging.

L. HOLIDAYS

Teachers shall be allowed days off and be paid for holidays which are observed on normal school days in the following fashion:

When a holiday falls on Saturday, it shall be observed on the Friday preceding; and when the holiday falls on Sunday, it shall be observed on the Monday following.

To be eligible for holiday pay, the employee must work or use a current or accumulated sick day on the day before the holiday and the day after the holiday.

Holidays for teachers shall be:

- 1) Labor Day (when school opens before Labor Day)
- 2) Fall Vacation – Thanksgiving (as designated by the Board)
- 3) Winter Vacation (as designated by the Board)
- 4) Presidents' Day
- 5) Spring Vacation (as designated by the Board)
- 6) Martin Luther King, Jr.'s Birthday
- 7) Memorial Day

ARTICLE XI. BENEFITS – COMPENSATION AND INSURANCE

A. FINANCIAL PACKAGE 2008-09

- 1) All new hires without any previous experience will be placed on step two of the salary schedule.
- 2) All eligible members of the Teachers' Unit shall move one step on the existing salary schedule to provide for the additional duties arising from the terms and conditions herein. This movement will be reflected on the March 15, 2009 paychecks.
- 3) The salary schedule for the Bachelor's T01 – T02 will add a step 16-b which will be increased by 2.0% from the amount on step 16 (of the 2007-2008 salary schedule).

- 4) The salary schedule for the Master's T03 – T06 will add a step 20-b which will be increased by 2.0% from the amount on step 20 (of the 2007-2008 salary schedule).
- 5) Those members of the Teachers' Unit who had been on the following steps (of the 2007-2008 salary schedule) will move on the attached salary schedule accordingly.
 - a) Step 15 to Step 16a.
 - b) Step 16 to Step 16b.
 - c) Step 19 to Step 20a.
 - d) Step 20 to Step 20b.
- 6) In addition, teachers may choose to complete an MSIP Action Research Plan for the 2008-2009 school year. Such plan must be submitted to the School Leadership Team by May 15, 2009. Teachers will receive \$750 for submission of this plan to be paid on June 15, 2009. Funding of this provision will be provided through Title II allocation.
- 7) As agreed upon in October 2001, members of the Teachers' Unit hired after January 19, 2001 will be capped at Step 7 of the Bachelors' lane (T01) and step 11 of the Bachelors' lane plus 12 hours (T02).
- 6) For the duration of this agreement, each tenured teacher who successfully applies for and pursues certification through the National Board of Professional Teaching Standards will receive a payment of \$3,500.00, the same will apply to each counselor pursuing National Counselor certification. In addition, there will be a \$3,500.00 adjustment to the salary schedule for any teacher or counselor who achieves National Board certification. Participants shall be required to work in the district 3 years following their national board certification. Participants who do not fulfill the three year obligation will pay back the adjustment based on a pro-rated basis. Participants will be reimbursed the cost of actual fees.

B. SALARY SCHEDULES 2008-2009

1) Contract Teachers, Counselors* and Librarians
Document A***
205 Days per School Year**

Step	BA T01	BA + 12 T02	MA/BA + 36 T03	MA + 15 T04	MA + 32 T05	PHD/MA + 60 T06
1	\$32,928	\$33,587	\$34,426	\$35,287	\$36,345	\$37,436
2	33,587	34,258	35,373	36,257	37,345	38,465
3	34,258	34,943	36,346	37,254	38,372	39,523
4	34,943	35,642	37,345	38,279	39,427	40,610
5	35,642	36,355	38,372	39,332	40,511	41,727
6	36,355	37,082	39,427	40,413	41,626	42,874
7	37,082	37,824	40,512	41,524	42,770	44,268
8		38,580	41,626	42,666	44,160	45,706
9		39,352	42,770	43,840	45,595	47,192
10		40,237	43,947	45,155	47,077	48,726
11		41,445	45,265	46,510	48,607	50,309
12			46,623	47,905	50,187	51,944
13			48,022	49,342	51,818	53,632
14			49,462	50,822	53,502	55,375
15			50,946	52,347	55,241	57,175
16a			52,475	53,917	56,898	59,033
16b			-	-	-	-
17			54,049	55,804	58,605	60,804
18			55,941	57,758	60,363	62,628
19			57,899	59,779	62,174	64,507
20a			60,565	62,533	64,724	67,153
20b			61,776	63,784	66,018	68,496

* Secondary school counselors work an additional 15 days (220 days).

** Librarians work an additional 5 days (210 days).

*** This table is applicable to members of the Teachers' Unit who began employment with the District after January 19, 2001.

2) **Contract Teachers, Counselors* and Librarians****
Document B***
205 Days per School Year

Step	BA T01	BA + 12 T02	MA/BA + 36 T03	MA + 15 T04	MA + 32 T05	PHD/MA + 60 T06
1	\$32,928	\$33,587	\$34,426	\$35,287	\$36,345	\$37,436
2	33,587	34,258	35,373	36,257	37,345	38,465
3	34,258	34,943	36,346	37,254	38,372	39,523
4	34,943	35,642	37,345	38,279	39,427	40,610
5	35,642	36,355	38,372	39,332	40,511	41,727
6	36,355	37,082	39,427	40,413	41,626	42,874
7	37,082	37,824	40,512	41,524	42,770	44,268
8	37,824	38,580	41,626	42,666	44,160	45,706
9	38,580	39,352	42,770	43,840	45,595	47,192
10	39,448	40,237	43,947	45,155	47,077	48,726
11	40,336	41,445	45,265	46,510	48,607	50,309
12	41,344	42,688	46,623	47,905	50,187	51,944
13	42,481	43,969	48,022	49,342	51,818	53,632
14	43,650	45,288	49,462	50,822	53,502	55,375
15	45,177	46,646	50,946	52,347	55,241	57,175
16a	47,523	49,680	52,475	53,917	56,898	59,033
16b	48,473	50,674	-	-	-	-
17			54,049	55,804	58,605	60,804
18			55,941	57,758	60,363	62,628
19			57,899	59,779	62,174	64,507
20a			60,565	62,533	64,724	67,153
20b			61,776	63,784	66,018	68,496

* Secondary school counselors work an additional 15 days (220 days).

** Librarians work an additional 5 days (210 days).

*** This table is applicable to members of the Teachers' Unit who began employment with the District before January 19, 2001.

3) Remedial Reading Teachers
\$300.00 per Year over Regular Teacher's Pay
205 Days per School Year

Step	BA T11*	BA + 12 T12*	MA/BA + 36 T13*	MA + 15 T14*	MA + 32 T15*	PHD/MA + 60 T16*
1	\$33,228	\$33,887	\$34,726	\$35,587	\$36,645	\$37,736
2	33,887	34,558	35,673	36,557	37,645	38,765
3	34,558	35,243	36,646	37,554	38,672	39,823
4	35,243	35,942	37,645	38,579	39,727	40,910
5	35,942	36,655	38,672	39,632	40,811	42,027
6	36,655	37,382	39,727	40,713	41,926	43,174
7	37,382	38,124	40,812	41,824	43,070	44,568
8	38,124	38,880	41,926	42,966	44,460	46,006
9	38,880	39,652	43,070	44,140	45,895	47,492
10	39,748	40,537	44,247	45,455	47,377	49,026
11	40,636	41,745	45,565	46,810	48,907	50,609
12	41,644	42,988	46,923	48,205	50,487	52,244
13	42,781	44,269	48,322	49,642	52,118	53,932
14	43,950	45,588	49,762	51,122	53,802	55,675
15	45,477	46,946	51,246	52,647	55,541	57,475
16a	47,823	49,980	52,775	54,217	57,198	59,333
16b	48,773	50,974	-	-	-	-
17			54,349	56,104	58,905	61,104
18			56,241	58,058	60,663	62,928
19			58,199	60,079	62,474	64,807
20a			60,865	62,833	65,024	67,453
20b			62,076	64,084	66,318	68,796

*Members of the Teachers' Unit employed after January 19, 2001 shall be capped at Step 7 on Lane T11 and step 11 on Lane T12.

4) Contract Resource Teachers
\$750.00 per Year over Regular Teacher's Pay
205 Days per School Year

Step	MA/BA + 36 T23	MA + 15 T24	MA + 32 T25	PHD/MA + 60 T26
6	40,177	41,163	42,376	43,624
7	41,262	42,274	43,520	45,018
8	42,376	43,416	44,910	46,456
9	43,520	44,590	46,345	47,942
10	44,697	45,905	47,827	49,476
11	46,015	47,260	49,357	51,059
12	47,373	48,655	50,937	52,694
13	48,772	50,092	52,568	54,382
14	50,212	51,572	54,252	56,125
15	51,696	53,097	55,991	57,925
16a	53,225	54,667	57,648	59,783
16b	-	-	-	-
17	54,799	56,554	59,355	61,554
18	56,691	58,508	61,113	63,378
19	58,649	60,529	62,924	65,257
20a	61,315	63,283	65,474	67,903
20b	62,526	64,534	66,768	69,246

**5) Secondary Career/Technical Education Teachers
Document A*
205 Days per School Year**

Step	Two Year Vocational Certificate T31	Two Year Vocational Certificate Plus 16 App. Hours T32 **	Five Year Vocational Certificate Plus 16 App. Hours T33 **	Five Year Vocational Certificate Plus 60 App. Hours T34 **	Five Year Vocational Certificate Plus 90 App. Hours T35 **
1	\$32,928	\$33,587	\$34,426	\$36,345	\$37,436
2	33,587	34,258	35,373	37,345	38,465
3	34,258	34,943	36,346	38,372	39,523
4	34,943	35,642	37,345	39,427	40,610
5	35,642	36,355	38,372	40,511	41,727
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10		40,237	43,947	47,077	48,726
11		41,445	45,265	48,607	50,309
12			46,623	50,187	51,944
13			48,022	51,818	53,632
14			49,462	53,502	55,375
15			50,946	55,241	57,175
16a			52,475	56,898	59,033
16b			-	-	-
17			54,049	58,605	60,804
18			55,941	60,363	62,628
19			57,899	62,174	64,507
20a			60,565	64,724	67,153
20b			61,776	66,018	68,496

*This table is applicable to members of the Teachers' Unit who began employment with the District after January 19, 2001.

**College hours of Technical Workshop credit for salary advancement must be prior approved and authentic documents supplied to Human Resources.

**6) Secondary Career/Technical Education Teachers
Document B*
205 Days per School Year**

Step	Two Year Vocational Certificate T31	Two Year Vocational Certificate Plus 16 App. Hours T32 **	Five Year Vocational Certificate Plus 16 App. Hours T33 **	Five Year Vocational Certificate Plus 60 App. Hours T34 **	Five Year Vocational Certificate Plus 90 App. Hours T35 **
1	\$32,928	\$33,587	\$34,426	\$36,345	\$37,436
2	33,587	34,258	35,373	37,345	38,465
3	34,258	34,943	36,346	38,372	39,523
4	34,943	35,642	37,345	39,427	40,610
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14			49,462	53,502	55,375
15			50,946	55,241	57,175
16a			52,475	56,898	59,033
16b			-	-	-
17			54,049	58,605	60,804
18			55,941	60,363	62,628
19			57,899	62,174	64,507
20a			60,565	64,724	67,153
20b			61,776	66,018	68,496

*This table is applicable to members of the Teachers' Unit who began employment with the District after January 19, 2001.

**College hours of Technical Workshop credit for salary advancement must be prior approved and authentic documents supplied to Human Resources.

C. DISTRIBUTION OF SALARY

Direct deposit is available to all employees including substitutes. Direct Deposit shall be required of all new hires. Employees who have not signed up for direct deposit will be offered an opportunity to do so. The Administration will arrange for representatives from banks and credit unions to discuss how the direct deposit process works as a benefit to employees.

During the school year, payroll checks and Direct Deposit pay stubs will be distributed at school locations on payday. Substitutes, employees who travel from location to location, or employees on authorized leave will have their payroll checks and Direct Deposit pay stubs mailed to the home address on record with the District. After the school year, all checks and Direct Deposit pay stubs will be mailed to the employee's home address on record with the District. Mailing will be completed allowing delivery on designated pay days assuming three days for delivery by the post office.

D. METHOD OF PAYMENT – TEACHERS

Teachers shall receive 24 equal semi-monthly checks. No early checks will be issued.

Employee check stubs will include all sources of income, i.e., extended day, substitution, and staff development.

Required deductions shall be equally divided among all checks.

E. EMERGENCY FUND

The District will maintain an Emergency Fund of ten thousand dollars (\$10,000) to cover loss of employee's personal property due to physical assaults, theft, or vandalism in school buildings that are not covered by existing insurance.

Employees requesting reimbursement from the Emergency Fund will, if physically able, file within one (1) week of the incident with the Risk Management Department, a verified security report of the incident, including a copy of the police report and a description of the property lost, and verification of its value, as well as a description of the steps taken in advance of the incident to avoid the loss, if applicable. Repeated occurrences may be more strictly scrutinized and may result in denial of the claim.

Reimbursement from the Emergency Fund will be limited to two hundred dollars (\$200) per occurrence. After the first claim for loss of jewelry, reimbursement for jewelry loss will be limited to one hundred dollars (\$100) per occurrence.

A fund of twenty thousand dollars (\$20,000) to pay for damage or vandalism to employees' automobiles during working hours, which is not covered by existing insurance will be established for the duration of this Collective Bargaining Agreement. A maximum payment of three hundred dollars (\$300) per occurrence will be made. Employees may be required to submit a police report, insurance coverage and other documents as required by the District to be eligible for payment.

F. TEACHER SUBSTITUTION DUTIES

If the substitute office is unable to supply a regular substitute whenever the classroom teacher is absent, the District will compensate teachers performing substitution/extra hour assignment duties according to the following guidelines:

- 1) Substituting for a self-contained elementary teacher's class shall be paid at the rate of \$150.00 per day and a class may be divided among no more than two (2) teachers sharing that rate, except three (3) teachers may be used in an emergency.
- 2) Extra hour assignments or substituting during the planning/preparation periods shall be paid at the rate of \$25.00 per 45/50 minutes period or \$50.00 per 90-minutes period.

Teachers may volunteer for substitution duties. In cases where no volunteers are available, the Administration may assign these duties.

No teacher shall be required to assume a disproportionate share of substitution duties.

G. ADDITIONAL PAY FOR ADVANCED EDUCATION

Each employee will receive additional salary for advanced study from a fully accredited college or university with a minimum grade point average of 2.5 as reflected on the appropriate salary schedule. The salary increase will be effective within fifteen (15) working days of submission by the employee of an official transcript to the Division of Human Resources verifying successful completion of the additional hours of advanced study.

H. MILEAGE

Employees whose regular assignments require that they travel from one District location to another shall be reimbursed for mileage per IRS policies, plus parking expenses, as needed.

I. ACCUMULATED DAYS AND SEVERANCE PAY - PAYOUT FORMULA

Accumulated Days

- 1) Employees Hired prior to January 1, 2009

Sick leave allowance which an employee becomes entitled to but does not use during each school year shall be accumulated to a maximum of two hundred (200) days.

- 2) Employees Hired after January 1, 2009

Sick leave allowance which an employee becomes entitled to but does not use during each school year shall be accumulated to a maximum of one-hundred and seventy-five (175) days.

Severance Pay - Payout Formula

1) Employees Hired prior to January 1, 2009

Upon separation from the District, employees in the unit shall be issued payment for all earned, but unused sick days computed at their current rate of compensation according to the following formula, provided the same is permitted by applicable law:

- a) Employees shall use the two hundred (200) day limitation for accumulated sick days when computing their severance pay.
- b) Employees shall receive three percent (3%) credit for each year of service, from their most recent appointment date in the District, up to a maximum of twenty-five (25) years.
- c) Employees shall use their current daily rates of pay when computing severance pay.
- d) Severance pay shall be computed using this formula:

Years of service, from the most recent appointment date in the District, (maximum of 25 years) times three percent (3%) times the number of accumulated days times the current daily rate of pay.

2) Employees Hired after January 1, 2009

- a) Employees shall use the one-hundred and seventy-five (175) day limitation for accumulated sick days when computing their severance pay.
- b) Employees shall receive three percent (3%) credit for each year of service, from their most recent appointment date in the District, up to a maximum of twenty-five (25) years.
- c) Employees shall use an average of their daily rate of compensation issued over the course of their employment when computing severance pay.
- d) Severance pay shall be computed using this formula:

Years of service, from the most recent appointment date in the District, (maximum of 25 years) times three percent (3%) times the number of accumulated days times an average of their daily rate of compensation issued over the course of their employment.

- 3) A minimum of seven (7) months' service during a fiscal year shall constitute one (1) year of service.
- 4) Payment to employees for accumulated sick leave shall be funded in keeping with the current funding formula. The Union will be provided with a copy of any audit or analysis of the severance pay/accumulated sick days program as is maintained in the normal course of business.

J. INSURANCE PRODUCTS

Hospitalization, Dental, and Vision Benefits

The District shall provide hospitalization, dental, and vision insurance to eligible employees in the Teachers' Unit. The employee shall select an insurance plan from options provided by the District. Should the amount of money provided by the District not cover the insurance premium of the plan selected by the employee, the employee will be required to pay the premium difference. Payment of the premium difference will be through payroll deduction.

The District agrees—through the 2009 calendar year to make contributions toward the premiums for health, dental and vision insurance per employee at the full cost of individual coverage in the least expensive medical option, and that same amount toward all other health coverage plans chosen by the employee.

K. LIFE INSURANCE

The School District shall provide \$20,000 life insurance coverage to eligible employees in the Teachers' Unit at no cost to the employee.

The Employees' Insurance Committee shall participate in discussions concerning life insurance.

ARTICLE XII. EXTRA PAY AND COACHING POSITIONS

A. EXTRA PAY POSITIONS

- 1) Hiring Process
 - a) All extra pay positions shall be processed annually by Human Resources and advertised within the school where a vacancy exists and on the District's website at least ten (10) days prior to the filling of such vacancies.
 - b) The top three (3) qualified applicants for extra pay positions shall be identified by Human Resources and interviewed in conjunction with the principal.
 - c) The qualified candidate shall be selected from the individuals interviewed.
 - d) If no members of the Teacher Unit apply for or are qualified to perform duties for the posted position, the administration may utilize other District personnel.
- 2) Pay - Employees serving in extra pay positions shall be paid the applicable rate shown on the Extra Pay Assignment Schedule (pages 48-49).
- 3) Removal from Duties
 - a) When an employee is notified that he/she is being removed from his/her extra pay position the employee shall receive the reason(s) in writing.
 - b) Only removal from an extra pay position during the course of the school year

shall be grievable.

B. COACHING POSITIONS

- 1) All coaching positions are extra pay positions and therefore shall be processed by Human Resources in the same manner as all other extra pay positions.
- 2) All coaches, head and assistant, shall be appointed by July 1 of each year, whenever possible.
- 3) Athletic coaches will report and initiate practice on the official opening date established by the Missouri State High School Activities Association. Coaches initiating practice after the established opening date will receive decreased compensation in proportion to the number of days worked.
- 4) Each coach in a particular sport/activity must maintain active coaching status until the school's last contest of the sport/activity. Failure to maintain active coaching status through the final contest of the sport/activity will result in decreased compensation in proportion to the number of days not worked.

C. MIDDLE SCHOOL TEAM LEADERS/HIGH SCHOOL DEPARTMENT CHAIRPERSONS

- 1) Middle school team members/high school department members shall select their respective team leader/department chairperson using the following process:
 - a) Select the team leader/department chairperson and submit his/her name the principal. The principal shall approve or disallow the individual selected.
 - b) Should the principal reject the initial selection of the team leader/department chairperson the teacher team/department must select another team leader/department chairperson. If that selection is not mutually agreed upon, the Central Office School Leadership and the Union Leadership or their designees shall meet to reach an amicable resolution.
- 2) The team leader/department chairperson shall be assigned to classes on the same basis as other faculty members.
- 3) Team leaders/department chairpersons shall be compensated at the rate shown on the extra pay schedule.

D. EXTRA PAY ASSIGNMENT SCHEDULE		
SENIOR HIGH SCHOOL		
Athletic Director		5,500.00/Year
Football, Basketball, Track, Cross Country, Girl's Volleyball	Head Coach	5,500.00/Year
	Assistant Coach	2,750.00/Year
	Manager (Football - Basketball Only)	82.50/Game
	Ticket Seller/Taker - Announcer - Timer/Scorer (Football - Basketball Only)	33.00 Game/night
	Pep Club, Pom Pom Cheerleader Sponsor	2,750.00/ Year
Other Assignments: Intramural (As Certified)	53 Afternoons	1,100.00
	35 Afternoons	825.00
	18 Afternoons	550.00
Music	Director - Band AND Orchestra	3,300.00/Year
	Director - Band OR Orchestra	1,650.00/Year
	Director - Mixed Choir	1,650.00/Year
	Director - Freshman Choir	1,100.00/Year
Visual Performing Arts (Dramatics, Musicals, Dance, Creative and Technical)	Coach, Each Production (Maximum 6 per year)	825.00
	Debate and Forensics - Each Inter-School Tournament (Maximum 20 per year)	165.00
Club or Activity Sponsor	6-20 Students Participating	550.00/Year
	21-50 Students Participating	825.00/Year
	51 or More Students Participating	1,100.00/Year
	Newspaper Sponsor	2,200.00/Year
	Yearbook Sponsor	2,200.00/Year
	Robotics Coach	2,000.00/Year
Internal Finance - Accounting		2,200.00/Year
Audiovisual Coordinator	Less than 1,000 Enrollment	1,375.00/Year
	1,001 to 1,500 Enrollment	1,650.00/Year
	1,501 to 2,000 Enrollment	1,925.00/Year
	2,001 or more Enrollment	2,200.00/Year
High School Department Chair (Maximum of 7 per High School)		825.00/Year

MIDDLE SCHOOL		
Intramural Activities (as certified)	53 Afternoons	1,100.00/Year
	35 Afternoons	825.00/Year
	18 Afternoons	550.00/Year
Music	Director – Band and Orchestra	3,300.00/Year
	Director – Band or Orchestra	1,650.00/Year
	Director – Varsity Mixed Choir	1,650.00/Year
	Director – Intermediate Choir	1,375.00/Year
Visual/Performing Arts (Maximum 6 per year)	Dramatics, Musicals, Dance, Creative & Technical Coach	825.00 per Each Production
Club or Activity Sponsor	6-20 Students Participating	550.00/Year
	21-50 Students Participating	825.00/Year
	51 or More Students Participating	1.100/Year
	Newspaper Sponsor	2,200.00/Year
	Yearbook Sponsor	2,200.00/Year
Internal Finance – Accounting		2,200.00/Year
Audiovisual Coordinator	Less than 1,000 Enrollment	1,375.00/Year
	1,001 to 1,500 Enrollment	1,650.00/Year
	1,501 to 2,000 Enrollment	1,925.00/Year
	2,001 or more Enrollment	2,200.00/Year
Middle School Team Leader		825.00/Year
ELEMENTARY SCHOOL		
Audiovisual Coordinator		605.00/Year
ALL TEACHERS		
Workshop Summer or Off Duty Hours (Workshop Rates Subject to Funding Agency Limitations)	Participant	20.00/One Hour 45.00/Two Hour 62.50/Three Hour
	Instructor/Supervisor	25.00/One Hour 52.50/Two Hour 68.50/Three Hour
Evening School	Instructor	12.89/Hour
	Director	14.75/Hour
Professional Development Chair		1,500.00/Year

Extra hour assignment or temporary substituting shall be paid at the rate of \$25.00 per 45/50 minute period or \$50.00 per 90 minute period. Elementary substituting shall be paid at the rate of \$150 per day and a class may be divided among no more than two teachers sharing that daily rate, except three teachers may be used in an emergency.

These schedules apply to teachers and are paid for tasks outside the scope of normal duties performed outside of regularly scheduled hours. Persons who complete an extra pay assignment shall receive full pay within forty-five (45) days of completion of extra pay activity.

ARTICLE XIII. SUMMER SCHOOL PROVISIONS

A. SUMMER SCHOOL ASSIGNMENT

Information regarding summer school employment opportunities and application procedure shall be made available to all employees on the same date.

Prior to the end of the spring semester, the District will give written confirmation of summer assignments to at least fifty percent (50%) of its anticipated summer school staff. All assignments will be based upon the qualifications required for the particular positions being staffed. In cases where requirements are met by a number of individuals, assignments will be rotated on an equitable basis. Personal interviews are not a pre-requisite to summer school assignments.

B. THEME/SPECIALTY SCHOOL SUMMER PROGRAMS

Theme/Specialty School Summer Programs shall be staffed with teachers who have been trained in the theme and philosophy of the programs, and experienced in teaching the subject matter.

C. SUMMER SCHOOL COMPENSATION

Summer School compensation will be paid at the teachers' regular hourly contractual rate.

D. SUBSTITUTION IN SUMMER SCHOOL AND COMPENSATION

If the substitute office is unable to supply a regular substitute for a vacancy or teacher absence, extra compensation will be paid to existing summer school teachers according to the extra hour assignment or temporary substituting rate on the Extra Pay Assignment Schedule.

Teachers may volunteer for temporary substitution duties. In cases where no volunteers are available, the administration may assign these duties. No teacher shall be required to assume a disproportionate share of temporary substitution duties.

E. WORKDAY

Teachers in the full-day summer school programs shall have:

- 1) A duty-free lunch period of a minimum of thirty minutes.
- 2) Forty-five to fifty minutes of individual professional preparation (planning period) each day, with the exception of days when a scheduled field trip interferes with the planning period.

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