



Kansas City, Missouri
SCHOOL DISTRICT

At the heart of success.



**COLLECTIVE BARGAINING AGREEMENT
FOR TEACHERS, COUNSELORS
AND LIBRARIANS**

2011 - 2014

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, 2014, unless a new agreement has not been reached between the parties. In such case, the terms of this agreement will remain in effect until a new agreement has been reached or impasse declared. 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, 2014.

On the fourth Friday in October 2013, 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.

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 and Administrative 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. The employee must contact both the Union office and the Finance Department before their dues are canceled. No Union dues deductions will be canceled between May 1 and August 15 of each year.
- 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 will post the CBA on their respective websites.

L. 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.

M. 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.
- 12) Any terms, procedures, policies or limitations not specifically articulated in the agreement(s) shall be left to the discretion of the administration for interpretation and enforcement.

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. 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. The Superintendent is not required to follow the ARAC recommendation(s).
- 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. FACULTY ADVISORY COMMITTEE

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

The elections for Faculty 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 Faculty Advisory Committee shall be no less than five (5), but no more than seven (7) members.

The function of the Faculty 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, as requested, 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.
- 6) Assist in resolving staff concerns prior to filing a grievance.

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

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

The building principal is not bound by any decision of the Faculty Advisory Committee

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. The Committee will annually review the Teacher Performance Assessment for updates/revisions, which shall serve as recommendations but are not binding on the administration in revising the performance assessment tool.

H. ENERGY EFFICIENCY CAMPAIGN

The District and the Union will work together on an Energy Efficiency Campaign. A Committee consisting of 5 district members and 5 union members will meet before the end of October to begin the planning process.

I. TEAM KCMSD

As part of Phase II of the KCMSD Transformation plan, a 25-member employee ambassador team will meet bi-monthly with the Superintendent to share ideas, discuss common interests, concerns and successes. KCFT & SRP will select at least 1 member from each Unit to serve on Team KCMSD.

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.

The KCFT & SRP will be allowed to use the Richardson Teacher Center for meetings and professional development without cost. Meetings will be scheduled with the Office of Professional Development, Assessment and Accountability.

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

Content of all new policies affecting the employment or working conditions of members of

the Teachers' Unit shall be communicated 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 Administrative 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 that 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. 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 elementary school building the principal will consult and receive assistance and input from the Faculty 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.

J. 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. Seniority shall not be applicable in any circumstance where it is not explicitly defined or identified as a factor.

K. SOCIAL ACTIVITIES, INDIVIDUAL CONDUCT AND DRESS

An individual's social activities, conduct and dress should be a personal matter, however maintaining a positive learning environment requires a certain level of professionalism and decorum at all times throughout the school day. Each employees should have freedom to express their individuality so long as they do not intrude upon and/or endanger the freedom of others.

Professional dress, in the Kansas City, Missouri School District, shall be worn whenever school is in session for students and will be defined as attire that is appropriate for the specific position of employment and in general terms shall be described as business casual.

Business casual is defined as:

- 1) Slacks, Pants, and Suit Pants - Slacks that are similar to Dockers and other makers of cotton or synthetic material pants, wool pants, capris, and nice looking dress synthetic pants are acceptable. Knee-length shorts may be worn if staff is participating in an outdoor school-sponsored event.
- 2) Skirts, Dresses, and Skirted Suits - Reasonable length casual dresses and skirts, and skirts that are split at or below the knee are acceptable.
- 3) Shirts, Tops, Blouses, and Jackets - Casual shirts, dress shirts, sweaters, tops, golf-type shirts, and turtlenecks are acceptable attire for work. Most suit jackets or sport jackets are also acceptable attire.
- 4) Shoes and Footwear - Conservative athletic or walking shoes, sandals, loafers, clogs, sneakers, boots, flats, dress heels, and leather deck-type shoes are acceptable for work.

Attire such as gym clothes (unless specific to employment position), miniskirts, tee shirts, beach wear (including flip-flop shoes), 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 is not acceptable. Denim fabric may be worn as long as it is not in the form of overalls, coveralls or blue jeans.

Fridays will be designated as casual dress day. Neat and clean blue jeans may be worn along with a shirt/top as described above or a KCMSD District, AFT, KCMSD

school-specific or college/university spirit wear shirt/top.

L. SPACE FOR ITINERANT PERSONNEL

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

M. 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.

N. 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.

O. CODE OF CONDUCT

The Student Behavior Plan and the Code of Student Conduct will be enforced in every school. In schools where student behavior indicates that there are serious behavior problems school-wide, a special committee comprised of individuals listed below will meet to discuss and resolve the issues:

- 1) Superintendent of Schools, or his/her designee,
- 2) Principal, or his/her designee
- 3) Union president or his/her designee
- 4) Union Building representative(s)
- 5) Members of the Faculty Advisory Committee

P. TECHNOLOGY & SUPPLIES

Teachers will be provided sufficient materials, supplies, and technologies to efficiently and effectively teach the course or grades assigned, and such materials shall be available on the 1st day of school.

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 (If there is no District-wide Convocation during this week, teachers shall have two (2) days for room and lesson preparation;
- 2) Staff Development – three days; and
- 3) Building Preparation for the opening of school – one half day.

Holidays

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

- 1) 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.
- 2) To be eligible for holiday pay, the employee must work or use a current or accumulated PTO day on the day before the holiday and the day after the holiday.
- 3) Holidays shall be:
 - a) Labor Day (when school opens before Labor Day)
 - b) Fall Vacation – Thanksgiving (as designated by the Board)
 - c) Winter Vacation (as designated by the Board)
 - d) Presidents' Day
 - e) Spring Vacation (as designated by the Board)
 - f) Martin Luther King, Jr.'s Birthday
 - g) Memorial Day

The school calendar will include two full weeks of five continuous workdays at the winter break and one full-week of five continuous workdays at the spring break, when Unit members are not required to report.

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 eight (8) hours.
- 2) The workday of a teacher on days when students are not in attendance will be seven hours with a one (1) hour lunch break.
- 3) The workday duties of the teacher shall be teaching classes or participating in Common Time responsibilities
- 4) Within the eight (8) hour workday, the teacher shall:
 - a) Have a minimum of two hundred and fifty minutes of on-site individual planning time each week. This time may not be used for meetings or training of any kind, i.e. team, grade level or department meetings, with the exception of IEP meetings. (School related off-site individual planning must be pre-approved by the Building Administrator).
 - b) Have an additional Common Time of forty (40) minutes which may be used as defined below:
 1. Collaboration sessions
 - a. Collaboration sessions are for teachers to work together to analyze data, develop plans and further their professional development and growth.
 - b. There will be a maximum of four (4) collaboration sessions a week, only three (3) of which may be administratively directed.
 - i. At least one (1) collaboration sessions may be planned by the department chair, grade level chair or individual teachers with the support of and approval by the principal.

- ii. One or more collaboration sessions will be totally teacher-driven. Agendas will be provided to the principal upon request.

2. Meetings

- a. In-house school committees such as FAC, Attendance, PLC, etc. may meet during the Common Time only, unless two-thirds of the members vote to meet outside the workday. If the decision is made to meet outside the workday, such meetings will be voluntary.
- b. Grade level, Department meetings, Faculty meetings, and other meetings of teachers will be held during Common Time.
- c. PD360 assignments and sessions as directed by the principal and Office of Professional Development.
- d. IEP may be held during Common Time.

3. Supervision

- a. The principal shall develop a fair and equitable duty schedule published and posted quarterly.
- b. Common Time may be used for supervision. Supervision schedule may be daily or weekly as determined by the individual school faculty.
- c. The foregoing does not determine arrival/departure time for teachers.

4. Preparation

- a. A minimum of one (1) Common Time period per week will be used for individual teacher preparation.

5. Other information regarding common time.

- a. Common Time schedules for the building will be submitted to and approved by the Chief Academic Officer, who will monitor the schedule for excessive use of administratively-directed meetings and share/discuss with the president of the KCFT & SRP.
- b. Common Time not utilized for meetings, collaboration or supervision will be available for individual teacher preparation.
- c. Principals shall work with the FAC to develop and distribute a semester schedule of Common Time activities. Principals have the option of cancelling but cannot change any meetings without 48 hour notice – Any changes must be approved by the Chief Academic Officer.

- c) Have a thirty (30) minute duty-free lunch period.

- 5) If needed, provide general assistance with students and/or school programs. The principal shall develop a fair and equitable duty schedule published and posted quarterly. The foregoing does not determine arrival/departure time for teachers.

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) During the student school year, teachers will also participate in:
 1. One full day of professional development on the first working day after winter break.
 2. Two additional half days of professional development that will take place in the morning.
 3. Three additional half workdays for teachers to work in their rooms that will take place in the afternoon.
 - c) Early release days for staff and students
 1. The last day before winter break will be an early release day for students and staff.
 2. The students' last day of school will be an early release day for students and staff.
 3. For teachers, counselors and librarians who have an extended year contract, the last day of their contract will be an early release day.
 - d) No professional development, staff meetings or department/grade level meetings will be scheduled during the hours allotted for teacher workday.
 - e) On days where one half (1/2) of the day is dedicated towards professional development and one half (1/2) of the day is dedicated as a teacher workday, the professional development session will take place in the morning, unless the principal notifies the staff five (5) work days in advance that PD will be in the afternoon.
 - f) Teacher lunch period during professional development/work days will be 1 hour, which may be taken at the end of the day if it does not conflict with planned professional development activities.
- 2) Additional Professional Development/Meetings
 - a) During the summer, teachers who work in one of the new Standards Based schools will receive an additional one week of professional development that will be paid at the stipend rate of \$ 20 per hour.
- 3) Faculty Meetings – Faculty meetings shall take place during the Common Time. In the case of an emergency or extenuating circumstance, a faculty meeting may take place beyond the eight (8) hour school day but only with the prior approval of the Superintendent. The Superintendent shall notify the KCAFT president of the meeting.

- 4) Conferences and Activities – Teachers will attend and participate in parent/teacher conferences and school sponsored activities as directed by the principal or district administration and defined below:
 - a) Two officially designated parent/teacher conferences as scheduled by the District,
 - b) No more than two Open Houses or similar public-oriented programs. All staff at the secondary level will attend high school graduation, which will count as a public-oriented program.
 - c) Events shall be limited to one (1) hour and thirty (30) minutes.
 - d) Participation and attendance at additional extra-curricular and public oriented programs is required for consideration as a school level teacher of the month, school level teacher of the year, and/or district level teacher of the year.
- 5) 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 (If the end of the second quarter comes within three days of winter break, the Union and Administration shall meet at least thirty (30) days prior to the scheduled end of quarter to determine an alternative grade submission deadline).
 - b) PreK-11th grade 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.
 - c) Teachers of senior students shall submit report cards or grade sheets one week before graduation unless they have made arrangements with the Building Administrator to submit them at a later date.
- 6) Scheduling of Teachers' Classes
 - a) Teachers will be scheduled for no more than three (3) hours without a planning period or duty-free lunch except in situations where mastering scheduling does not allow for such flexibility. No teacher, however, will 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. However, in cases of emergency or when additional planning periods exist in a teachers' schedule, a fourth lesson preparation may be added.

- c) Teachers not carrying a full load can be assigned substitute duties.
- 7) 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 eight (8) hours.
- 2) Counselors and librarians shall adhere to the provisions as listed in Workday Provisions for Certified Staff, and shall have a thirty (30) minute duty-free lunch period.
- 3) 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."
- 4) 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.
 - c) Elementary librarians who are full time librarians in one elementary school and who are required to teach classes will have one extra individual preparation time for shelving and other library duties per week.
 - d) Elementary librarians who work in more than one elementary school and who are required to teach classes will have one extra individual preparation time each week for shelving and other library duties at each school in which they work.

D. SPECIAL EDUCATION TEACHER WORKDAY

- 1) Special Education teachers will have one additional 50 minute individual preparation period each week for writing Individual Education Plans (IEPs) and/or for holding IEP meetings.

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 discussed with the teacher by the principal.

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.

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. Whenever a teacher requests a voluntary transfer, that teacher may not cause the transfer of another teacher.

- 1) No later than April 15 of each year, the Human Resources Department will make available to members of the Teachers' Unit the voluntary transfer form, a listing of all known vacancies and the schools/sites where those vacancies occur up to and including those vacancies through April 10.

- 2) Members of the Teachers' Unit will have seven (7) calendar days to submit their requests.
- 3) Each member of the Teachers' Unit may include up to three selections on the voluntary transfer form.
- 4) The Human Resources Department, in conjunction with the principal, shall notify the interviewees of the decision by May 15th.
- 5) If a vacancy becomes available after April 10th, members of the Teachers' Unit who had requested voluntary transfers by the April 15th deadline but did not get their transfer request, may reapply for the available vacant position(s).
 - a) Members of the Teachers' Unit will have until the last day of school to submit their requests; however, vacancies may be filled before this date.
- 6) A principal is not required to select a teacher that requests a transfer to his or her building, and in selecting transfer teacher candidates, seniority does not have to be considered by the principal/HR in making the decision.

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) Other Involuntary Transfers – When other involuntary transfers are necessitated due to school closing, declining enrollment, decline in district or school funding, emergencies unforeseen by normal school operation or specialized academic needs of a given school or program, the principal, in conjunction with the Assistant Superintendent of HR, shall inform the faculty of the necessity to reduce the number of teachers and provide the faculty with the opportunity to request a transfer or fill a vacancy at another school. When no teacher volunteers, transfers shall be based, in order, on:
 - a) Programmatic needs - Programmatic needs, shall be defined as and as identified below, may be considered in the following order:
 - i) Employee has certifications pertinent to the job.
 - ii) Employee has a unique skill set specific to the job.
 - iii) Employee has training and professional development relative to the job
 - b) Certification,
 - c) Professional preparation (as related to specific position), and
 - d) If after examining the three prior components teachers remain on equal standing, seniority shall be the deciding factor. Teachers will chose from available vacancies in order of seniority with the most senior teacher having the first choice.
- 3) Reconstitution - The reconstitution of schools, if necessary, will comply with all applicable state and federal laws/rules/regulations.

ARTICLE VIII. LAYOFF/ RECALL AND TERMINATION OF PROBATIONARY TEACHERS

The first five years of employment of all teachers entering the employment of school district shall be deemed a period of probation during which period all appointments of teachers shall expire at the end of each school year. The superintendent of schools on or before the fifteenth day of April in each year shall notify probationary teachers who will not be retained by the school district of the termination of their services. Any probationary teacher who is not so notified shall be deemed to have been appointed for the next school year.

After completion of satisfactory probationary services, appointments of teachers shall become permanent, subject to removal for any one or more causes herein described. In determining the duration of the probationary period of employment in this section specified, the time of service rendered as a substitute teacher shall not be included.

A Layoff

- 1) When the Superintendent determines that layoff of probationary teachers is necessary, the following criteria for selecting probationary teachers to be placed on unrequested leave of absence shall be followed in the order listed below:
 - a Certification
 - b Programmatic needs as identified below, may be considered in the following order:
 - (i) Employee has certifications pertinent to the job.
 - (ii) Employee has a unique skill set specific to the job.
 - (iii) Employee has training and professional development relative to the job.
 - c Professional preparation, which includes:
 - (i) Educational based coursework (graduate study)
 - (ii) Professional development training in or outside the district
 - (iii) Advanced Degrees
 - d Seniority

B Recall

- 1) The criteria for recalling probationary teachers shall be followed in the order listed below:
 - a Certification
 - b Programmatic needs as identified below, may be considered in the following order:
 - (i) Employee has certifications pertinent to the job.
 - (ii) Employee has a unique skill set specific to the job.
 - (iii) Employee has training and professional development relative to the job.
 - c Seniority
 - d Professional preparation, which includes:
 - (i) Educational based coursework (graduate study)
 - (ii) Professional development training in or outside the district
 - (iii) Advanced Degrees

- 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 qualified, including appropriate certification and professional preparation, 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.
- 4) Termination of probationary staff shall comply with applicable state law(s) at the time of termination.

Article IX: Permanent (Tenured) Teachers

On the first day of the sixth year, teachers will attain permanent teacher status. No permanent teacher shall be laid off until all probationary teachers with the same certification *and professional preparation* have been laid off. There will be no new hires until all teachers with proper certification and that meet the programmatic needs are recalled. Permanent teachers with proper certification will follow the same recall/layoff procedure as probationary teachers.

Termination of a permanent teacher shall comply with the applicable state law(s) at the time of the termination.

ARTICLE X. GRIEVANCE PROCEDURE

A. DECLARATION OF PURPOSE

Before a grievance is filed and when possible, employees are encouraged to resolve the matter with their immediate supervisor.

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) “Termination” shall mean the termination of classified staff. Termination of certified staff shall follow the state law and is further articulate in Articles VIII and IX of this agreement

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) An employee has a right to pursue any and all course of actions he or she believe exist in a court of law; filing a grievance does not preclude an employee from pursuing legal action. If an employee files a complaint (or petition) in State or federal court or with any administrative agency (such as but not limited to EEOC or MCHR), the grievance procedure shall be immediately suspended until the legal proceeding is completed or dismissed.
- 18) If an employee is successful in his or her grievance appeal and is awarded monetary relief, the District shall not be responsible for back-pay and benefits for any days that a claim, filed by the grievant, was also pending in a court of law or administrative agency that caused the grievance process to be delayed.
- 19) The timeline will be strictly adhered to. The party that fails to meet the timeline guidelines will automatically lose the grievance.
- 20) Step 5 (arbitration) shall only be available for:
 - a) Nonpayment for services rendered,
 - b) Termination (non-certified staff),
 - c) Class action grievances.

D. STEPS OF THE GRIEVANCE PROCEDURE

Before filing a grievance, the employee may take the issue or concern to the Staff Advisory Committee for possible resolution.

- 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 - Human Resources Department
 - 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

Human Resources department.

- b) The Director of the Human Resources Department (or designee) will review the grievance. If the HR Director determines that the grievance is valid, he/she will rule in favor of the grievant. The HR Director has 10 working days to make the decision in writing.
- c) If the HR Director does not rule in favor of the grievant, the Director will assign the grievance to an Appeals Panel immediately after his decision is made.
- d) Within twenty (20) working days after receiving the Step Two appeal, the panel shall hold a hearing with the grievant and his/her representative.
- e) Within ten (10) working days after the hearing, the designated Chief Panel Officer shall present his/her decision in writing on the "Employee Grievance Form" to the grievant.

3) Step Three – Grievance Appeals Panel (GAP)

- a) The Grievance Appeals Panel will consist of three people – 1 Union representative, 1 District representative and 1 rotating position (positions rotate each meeting) shared between the Chief of Staff or his/her designee (other than the HR Director/Step 2 Decision Maker) and the KCFT & SRP President or his/her designee. The union representative and the district representative shall be identified no later than August 15 of each year and shall serve for one (1) year terms.
- b) The GAP will meet at a regularly scheduled monthly meetings. (If necessary, the GAP may schedule additional meetings.)
- c) Grievances submitted the week before the monthly GAP meeting will be heard the following month.
- d) All grievances assigned to the GAP will be heard within 30 working days, and a written decision issued within twenty (20) working days of the hearing.

4) Step Four – Superintendent Review

- a) Within twenty (20) days of receiving the decision at Step Three, either party may request review at Step Four.
- 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 ten (11) working days. The decision shall be final unless it is a grievance in one of the following categories:
 - 1. Nonpayment for services rendered
 - 2. Termination

3. Class action grievances

5) Step Five – Binding Arbitration

- a) This step shall only be available for the following grievance categories:
 1. Nonpayment for services rendered
 2. Termination
 3. Class action grievances
- b) Within ten (10) working days of the conclusion of the superintendent's review, the Union or the grievant may file a demand for arbitration.
- c) In the event that the Union makes a demand for arbitration, the Union and the District, through their respective representatives shall attempt to select an arbitrator, but in the event that the parties are unable to mutually agree, they shall make mutual application to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators.
- d) 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.
- e) Within ten (10) working days of the appointment of the arbitrator by the FMCS, the date of the arbitration hearing will be selected.
- f) The arbitrator shall have no power to add to, delete from, or modify the terms of the negotiated Agreement.
- g) 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.
- h) The decision of the arbitrator shall be final and binding on the Union, the grieving employee and the district, and shall be enforceable in the Circuit Court of Jackson County.
- i) Each party shall bear its/her/his own full cost of representation in the arbitration. The cost of the arbitrator will be divided equally between the parties.

ARTICLE XI. BENEFITS – ABSENCES, LEAVES AND HOLIDAYS

A. PAID TIME OFF (PTO)

All accumulated sick and personal business leave days prior to the 2011-12 school year will accumulate as PTO days in the 2012-13 school year.

When it is necessary for an employee in the Teachers' Unit to be absent, except in emergency situations, the employee will notify the principal or building administrator at least seventy two (72) hours before he/she is due to report to work. In emergency situations, the employee shall notify the principal by 6:00 a.m. of the day the employee is gone.

Each employee in the Teachers' Unit shall be given three (3) PTO days at the beginning of the school year. Employees of the Teachers' Unit shall then earn one (1) day per month while on full time status.

PTO cannot be used on the first or last day of school or on the day before or after a school holiday unless the employee is ill, in which case, a doctor's excuse may be requested.

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

PTO days not used by the end of the current school year will accumulate each year.

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

1. If he or she is absent more than three (3) consecutive days for personal illness or injury;
or
2. In the event that misuse of PTO days 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, up to and including termination, for unauthorized absence.

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

PTO days may not be retroactively designated, unless the conditions for an emergency are met. PTO days are subject to exhaustion as part of FMLA leave.

B. PAYCHECK INFORMATION

Employees who earn stipend, hourly wage or overtime pay will be provided with a clear explanation of the activity/event/meeting/training for which they are being paid. Overtime pay will be clearly delineated on the pay stub.

C. HOLIDAY PAY

Upon the District's purchase and implementation of a new System Information System, holidays will no longer be included in computing the annual salary of members of the Teacher Unit.

D. 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.

E. BEREAVEMENT (Pilot Fall 2011)

1. When a death occurs in the immediate family of an employee in a regular employee status, she/he shall be granted a leave of absence with pay and without loss of time up to three (3) regularly scheduled days within a two (2) week period.
2. Each employee shall be allowed to use an additional two days PTO or vacation allowance or, if the employee does not have two (2) days of sick leave or vacation allowance, an employee may take an unpaid leave of absence for two (2) days.
3. Immediate family is defined as 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.
4. Paid bereavement leave shall not count as hours worked in determining eligibility for weekly overtime or consecutive day pay.
5. In the event of a death of an immediate family member or of a person who is close to the employee, leave in addition to that listed above may be requested and approved by management, if operationally feasible. The employee may use PTO, vacation, holiday, or unpaid time if approved.
6. Administration may request documentation for Bereavement Leave.
7. The Union and Administration will meet at the end of the fall 2011 semester to determine full implementation of Section.

F. 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.

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 can 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. ATTENDANCE INCENTIVE

Members of the Teacher Unit will earn .5 additional PTO day for each semester in which they have missed one day or less. Members of the Teacher Unit who miss one day or less during the entire school year will earn a second PTO day.

ARTICLE XII. BENEFITS – COMPENSATION AND INSURANCE

A. FINANCIAL PACKAGE 2011 - 2014

- 1) The Union and Administration will meet regularly (at least twice annually) to evaluate and review the financial condition of district and discuss increased compensation.
- 2) Teachers/Counselors/Librarians who successfully obtain National Board Certification will receive a payment of \$3,500.00 Payment will be made within 45 days of when receipt of certification is submitted to the Division of Human Resources.

In addition, there will be a \$3,500.00 adjustment to the salary schedule for any teacher or counselor who achieves National Board certification. The salary increase will be effective within fifteen (15) working days of submission by the employee of the official National Board certificate to the Division of Human Resources verifying successful completion.

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.

B. SALARY SCHEDULES 2010-11

- 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**

	BA	BA + 12	MA/BA + 36	MA + 15	MA + 32	PHD/MA + 60
Step	T11*	T12*	T13*	T14*	T15*	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
6	36,355	37,082	39,427	41,626	42,874
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9		39,352	42,770	45,595	47,192

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
5	35,642	36,355	38,372	40,511	41,727
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15			50,946	55,241	57,175
16a			52,475	56,898	59,033
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17			54,049	58,605	60,804
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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.

E. METHOD OF PAYMENT – TEACHERS

Teachers shall receive 24 equal semi-monthly checks through direct deposit. 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.

F. REIMBURSEMENT FUNDS

The District will maintain a fund 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 will, if physically able, file within one (1) week of the incident with the Employees Relations 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 district 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 maximum payment of three hundred dollars (\$300) per occurrence will be made for vandalism to an employee's vehicle. Employees may be required to submit a police report, insurance coverage and other documents as required by the District to be eligible for payment.

G. 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 on a rotating basis.

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

H. 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.

I. 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.

J. 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.

K. 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 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.

L. LIFE INSURANCE

The School District shall offer \$20,000 life insurance coverage to eligible employees in the Teachers' Unit to the employee.

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

ARTICLE XIII. 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

- K. 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.
- L. 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. SECONDARY TEAM LEADERS/DEPARTMENT CHAIRPERSONS

- 1) Secondary team members/ 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 to 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

SECONDARY		
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
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
Team / Department Chair (Maximum of 7 per High School)		825.00/Year

ELEMENTARY SCHOOL		
Audiovisual Coordinator		

		605.00/Year
ALL TEACHERS		
Workshop Summer or Off Duty Hours	Participant	20.00/Hour
(Workshop Rates Subject to Funding Agency Limitations) Evening School	Instructor/Supervisor	25.00/Per Hour
	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 XIV. SUMMER SCHOOL PROVISIONS0

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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The KCFT & SRP and the KCMSD agree to the following:

The parties acknowledge and agree to the tentative agreements reached under the proposed 2011 – 2014 CBA, which is described, in full, in the preceding pages. This agreement will officially go into effect once it has been approved by the Kansas City, Missouri School District Board of Directors and the membership of the KCFT & SRP.

The parties agree that in anticipation of the approval of this agreement, the terms shall become effective upon the date signed below. If not approved by September 30, 2011, this agreement expires but the parties agree to resume negotiations.

KCFT & SRP

KCMSD

Date

Date