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HANDBOOK FOR TEACHERS, COUNSELORS, AND LIBRARIANS

SECTION I. MAJORITY REPRESENTATIVE POLICIES

A. RIGHTS OF ORGANIZATIONAL ASSOCIATION

The Board of Directors of the School District of Kansas City, Missouri recognizes the right of employees in the Teachers' Unit:

1. To associate themselves 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 Kansas City, Missouri Federation of Teachers ("KCFT") and School-Related Personnel ("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. NONDISCRIMINATION 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, age, marital status or disability.

D. EMPLOYEE INFORMATION FOR THE MAJORITY REPRESENTATIVE

The School District will make available 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 School District provide information that violates an individual employee's legal right to privacy.

Bulletin board space will be provided in each school for use by teachers, in an area not readily accessible to students. All materials must identify the person or organization preparing them. Such material may also be placed in the employee pickup boxes.

Bulletin board space and mail boxes for use by employee organizations shall be handled wherever possible by utilizing the facilities that are available.

Other recognized employee organizations may request similar information.

E. BOARD INFORMATION FOR THE MAJORITY REPRESENTATIVE

The agenda of the Board of Education meetings including the minutes of the previous meetings and other Board items including information passed out at or during Board meetings, excluding personnel, legal and other confidential material, shall be made available to the majority representative of the Teachers' Unit when it is distributed to Board members.

Other recognized employee organizations may request similar information from the Office of Board Services.

F. EMPLOYEE DISCUSSIONS - GUIDELINES

On the fourth Friday in January, every second year, the majority representative of teachers, through its representatives, and representatives of the School District Administration will meet in a conference room at the Board of Education Building, 1211 McGee Street, so that the discussion package of the majority representative of teachers can be received by the Administration. The Administration will submit its discussion package to the majority representative of teachers at the same time. No more than one (1) non-budgetary item and one (1) budgetary item may be added by either side after this date and they must be added prior to the first meeting. The discussion of items shall begin the first Tuesday in February. The dates, times and places of discussion sessions shall be determined by mutual consent of the majority representative of the teachers and the Administration's representative.

One item may be presented by either party as a discussion package in those years in which discussions are not scheduled. No more than one (1) non-budgetary item and one (1) budgetary item may be added by either side prior to the first meeting.

G. 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 the first Thursday of each month during the regular school year at a time convenient to both parties to review the administration of the **HANDBOOK** and to resolve problems that may arise pertaining thereto. Each party will submit to the other, on or before the Tuesday 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 **HANDBOOK** 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.

A report of each meeting shall be prepared by the administration and sent to the Board prior to the next regularly scheduled Board meeting.

H. RELEASED TIME FOR UNION DISCUSSION TEAM MEMBERS

Representatives chosen by the recognized majority representative of teachers to represent members of their unit in discussions with representatives of the District shall be given released time for these discussion sessions within prescribed limits and timetables to be worked out by mutual consent.

I. VISITS TO SCHOOLS

Union representatives may visit the schools only before and after school or during the lunch period. 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.

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

J. MAJORITY REPRESENTATIVE PARKING SPACE

The School District shall provide one (1) reserved parking space for the majority representative of the Teachers' Unit. Charges applicable to the available space will be assessed. Continued use of the space will be subject to all the rules and regulations applying to employees using the facilities.

K. PUBLICATION OF HANDBOOK

The School District shall pay the costs of preparation of the **HANDBOOK** containing Board policies relating to working conditions of employees in the Teachers Unit. The Handbook

shall be made available to employees during the first week of each school year. Three hundred (300) copies shall be furnished to the majority representative of teachers at the same time. Employees hired during the school year shall be given copies of the Teachers Handbook when authorized to report to work.

L. HANDBOOK SUBORDINATE TO PROVISIONS OF LAW

Nothing in this Handbook shall be construed to interfere with the operation of State or Federal requirements.

SECTION II. GENERAL WORKING CONDITIONS

A. WORK YEAR FOR TEACHERS

Members of the Teachers' Unit, except counselors and librarians, shall work one hundred eighty-five (185) days. Six (6) days shall be used for staff development as scheduled by the administration. Necessary make up days will be scheduled by the Superintendent following the last day of the school calendar.

All new teachers to the District shall have an additional five (5) days of staff development, which will be jointly planned by the Administration and the Unit. Three (3) days of the in-service shall be conducted on the three (3) work days preceding the official start of the work year for all teachers. One (1) day of in-service will be conducted each semester. Teachers attending this in-service will be paid their normal daily rate of pay.

B. PLACEMENT-TEACHERS

The placement of newly hired teachers is a management function. When a newly hired teacher is placed in a particular school or program by the District, that placement shall normally be considered permanent with respect to that individual school or program. While placements are normally considered permanent with respect to the individual school or program, placements may be on an interim basis during school reorganization.

C. ITINERANT TEACHER ASSIGNMENTS

Itinerant, special subject teachers should not be scheduled for non-teaching duties whenever possible.

Teaching related responsibilities such as open house and faculty meetings, etc. may be assigned, if necessary.

D. 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, should vacancies occur. Such

assignments shall be based on employee preference, qualifications, race and sex balance and length of service within the District.

Within limits of the total school program, grade levels, courses and hours for teachers shall be scheduled in consultation with department or grade level chairpersons, where they exist, and faculty members. A faculty member shall be informed of his/her program at least ten (10) days preceding the opening of a semester by presentation to the faculty member of a written and dated copy of the program. Necessary changes in a teacher's program shall be accomplished in consultation with department or grade level chairpersons, if any, and the teacher concerned.

Whenever a teacher transfers from a particular school or program to another school or program that teacher may not cause the reassignment of another teacher within that receiving school or program for the remainder of the school year except as permitted by law. The school year shall be the period July 1 through June 30.

E. REASSIGNMENT OF SUPPORTIVE STAFF TEACHERS FOR THE FOLLOWING SCHOOL YEAR

The reassignment of supportive staff teachers for the following school year is a management function. Reassignment to meet program requirements shall be based on employee preference, qualifications, race and sex balance and length of service within the District.

Supportive staff teachers (art, music, physical education, computer, etc.) shall report to their assignments of the previous school year on the first (1st) day students report. Adjustments in assignments shall be made according to the policy on school reorganization.

No support teacher shall be assigned more than three (3) classes above the average for all supportive teacher assignments.

F. REASSIGNMENT DURING THE SCHOOL YEAR

Reassignments made necessary during the school year shall be subject to the same criteria as set forth in ASSIGNMENT OF TEACHERS WITHIN A SCHOOL OR PROGRAM. Reassignments should be voluntary if possible.

G. 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, B or C is followed.

Whenever a teacher transfers from a particular school or program to another school or program that teacher may not cause the transfer of another teacher from that receiving school or program for the remainder of that school year except as permitted by law. The school year shall be the period July 1 through June 30.

Procedure A. Voluntary Transfer

Teachers 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 not later than April 1st of the year immediately preceding the year for which the transfer is desired. All transfers will be completed on or before June 30.

All voluntary transfers shall be based on:

1. The transferring teacher meeting all governmental and court ordered requirements.
2. Specialized academic needs of the District
3. Length of service in District.

If a teacher's request for voluntary transfer is rejected, the teacher shall receive the reasons for the denial from the Division of Human Resources.

Where employees' length of service is equal or within sixty (60) days of being equal, the teacher possessing the greatest professional preparation as measured by the District's degree code (utilized for salary schedule purposes) shall prevail.

Procedure B. Involuntary Transfer

(Reference also Section D. ASSIGNMENT OF TEACHERS WITHIN A SCHOOL OR PROGRAM)

All involuntary transfers shall be based on governmental requirements of race and/or sex balance, length of service in the District, professional preparation and the specialized academic needs of a given school or program. Grounds for involuntary transfer from one school or program to another for the following school year are as follows:

1. Specialized academic and staffing needs of a school or program
2. Declining enrollment
3. School closing
4. Emergencies unforeseen by normal school operation
5. School reorganization
6. Employee discipline
7. Governmental requirements of race and/or sex balance
8. Recall from layoff

Where employees' length of service is equal or within sixty (60) days of being equal, the teacher possessing the highest performance evaluation scores and the greatest professional preparation as measured by the District's degree code (utilized for salary schedule purposes) shall prevail.

An involuntary transfer for reasons other than discipline will be effected only after a communication, verbal or written, between the teacher and the immediate supervisor.

Disciplinary transfers, when necessary, shall be for documented cause and shall follow a conference with the Human/Employee Relations Specialist. The teacher may be accompanied by a representative. The use of the grievance procedure shall not stop the effectiveness of the transfer, pending resolution of the grievance. If a grievance is initiated, it shall be at Step 3.

Procedure C. Transfers in Case of Division of Family Services Investigations

1. When the District receives notice that the Missouri Division of Family Services (DFS) or other agency is investigating a teacher for alleged child abuse, the District may immediately place the employee on paid suspension, removing the employee from any active assignment involving interaction with students. The District may reassign the teacher to a non-teaching assignment. The District will consider the nature of the allegations and the facts of the particular situation in deciding whether or not it is necessary to temporarily suspend the employee. Such a suspension is not to be disciplinary. The District and the Teacher's Unit recognize that it may be in the best interest of the teacher, students and the District to remove the teacher from the classroom while an investigation is pending. Any discipline imposed by the District will be based on the results of its investigation.
2. If an employee is on paid suspension because of a DFS investigation, and the DFS issues a finding, the Human Resources Department shall make a prompt determination of the teacher's status, and take the following action or actions:
 - a. Return the teacher to the teacher's prior position. If the suspension has lasted more than thirty (30) school days, the teacher may be placed in an equivalent position;
 - b. Implement appropriate discipline;
 - c. Implement a voluntary transfer of the teacher to another assignment if the teacher agrees to the transfer; or
 - d. Continue the suspension with pay pending the District's own investigation.

If the District completes its investigation prior to a DFS finding, it may take one of the actions in a, b, or c above.

3. In the case where the District determines that the investigation should continue beyond the time of the DFS finding, the employee will be notified in writing of this decision. This suspension will be with pay. The suspension will last only so long as it is reasonably necessary to determine whether the facts warrant disciplinary action.
4. The employee may challenge the length of the investigatory suspension no sooner than the fifteenth school day following a determination by DFS. This challenge will be filed with the Superintendent, who may appoint a designee to decide the issue. The Superintendent will determine whether or not the investigation should continue, and will render a decision within five (5) working days. If the Superintendent allows the investigatory suspension to continue, the employee may again challenge the length of the suspension no sooner than the fifteenth working day following the Superintendent's decision. This process may be repeated as necessary to assure that investigatory suspension time is kept to a reasonable minimum.
5. If the Superintendent determines that the investigatory suspension should end, he/she will direct the Human Resources Department to enter a determination of the teacher's status within five (5) working days. The Human Resources Department will thereupon take one or more of the following actions:
 - a. Return the teacher to the teacher's prior position. If the suspension has lasted more than thirty (30) school days, the teacher may be placed in an equivalent position.
 - b. Implement appropriate discipline.
 - c. Implement a voluntary transfer of the teacher to another assignment if the teacher agrees to the transfer.
6. If the Human Resources Department implements discipline under this Procedure C, the employee may grieve the discipline, commencing at Step 3 before the District Legal Counsel in lieu of the Human Resources Department.

H. TRANSFERS DURING THE SCHOOL YEAR

Transfers made necessary during the school year shall be completed pursuant to either Procedure A, B or C in TRANSFER OF A TEACHER FROM ONE SCHOOL OR PROGRAM TO ANOTHER. Transfers should be voluntary, if possible.

I. EMPLOYEE PLACEMENT NOTIFICATION

When an employee in the Teachers' Unit files a written application for an advertised District position, that employee shall receive a written acknowledgement of the application and

written notification of the outcome of the application. Failure to provide notification does not invalidate the selection procedure.

J. PRELIMINARY ORGANIZATION REPORTS TO BE DISTRIBUTED

It shall be standard practice for principals or their designees to inform teachers of school preliminary organizations prior to the end of the current school year.

K. FACULTY MEETINGS

Each faculty may elect a faculty committee, or in its absence, use the staff advisory committee whose function will be to meet with the principal for the purpose of preparing agendas for faculty meetings. The agenda for a faculty meeting shall be available prior to the meeting, except in emergency situations when an immediate meeting is necessary. Teachers shall attend unless the teacher is absent that day or the principal or his/her designee has excused the teacher from attending.

The school administrator shall establish a regular monthly meeting day schedule. If a meeting is rescheduled, a 24-hour notice shall be given to the staff. No staff member shall be penalized, or reprimanded, for missing a rescheduled staff meeting due to unforeseen emergencies or previously scheduled appointments.

Opportunities shall be provided at faculty meetings for discussion of appropriate items of special interest to the faculty.

L. INSTRUCTIONAL MATERIALS AND EQUIPMENT

Teachers are encouraged to meet frequently with local school administrators to expand and to develop optimum utilization of and care for instructional materials and equipment.

Each department and grade level shall have an updated list of current audio-visual materials in the District.

M. TEACHER RESPONSIBILITY AND AUTHORITY

The teacher has primary responsibility for the gradation of the student's progress in class, subject to review by the principal of the school. The principal may also request a review of the information recorded by a teacher which justifies the gradation of a student. However, the gradation given a student by a teacher is subject to modification only by the Superintendent of Schools or his or her designated central office instructional administrator.

The retention of students shall be based on applicable District policies.

The District will make every effort to restrict movement of students within a school beyond the first ten days of school except in the case of an emergency, or after application of the Code of Student Conduct, or when all parties involved concur (teachers, parents and administration). No student shall be transferred for disciplinary reasons unless the teacher

or teachers involved is (are) consulted. No teacher may refuse to accept an assigned student.

N. STUDENT DISCIPLINE

1. Student Discipline Committee

Each school, if a majority of the instructional staff so desires, shall have a Student Discipline Committee. The Student Discipline Committee shall consist of teachers chosen by the faculty in each building. The Committee shall include at least one (1) teacher who has been trained in the implementation of the Code of Student Conduct, the Safe Schools Act and the use of Conference Cards, and, if available, one (1) counselor:

- a. To analyze factors that may be generating particular problems.
- b. To make recommendations in resolving discipline problems.
- c. To assist teachers needing guidance in the implementation of the Code of Student Conduct and the use of Conference Cards.
- d. To monitor the availability of Conference Cards, in their building, for use by teachers.

2. Individual Situations

A teacher shall have the right to send a student to the office whenever the student is involved in a violation of the Code of Student Conduct. The teacher shall notify the office immediately and shall submit to the office a completed Conference Card as soon as practicable, but no later than the end of the day. The principal shall cause a preliminary investigation to be made, based on a signed Conference Card.

In breaches of discipline, the parents/guardian will be contacted as per the Board approved Code of Student Conduct. The teacher may request implementation of the following additional procedures:

- a. If a violation has occurred which requires a parent/guardian conference, the conference shall be held involving the parent/guardian and one (1) or more of the following persons: principal, assistant principal, counselor and teacher.
- b. The teacher shall receive from the principal, or his/her designated representative, a signed and completed copy of the Conference Card, by the end of the next school day.
- c. Whenever an offense committed at school is a violation of a criminal law, it is the policy of the School District to involve the police and to prosecute the

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HANDBOOK FOR TEACHERS, COUNSELORS, AND LIBRARIANS

SECTION I. MAJORITY REPRESENTATIVE POLICIES

A. RIGHTS OF ORGANIZATIONAL ASSOCIATION

The Board of Directors of the School District of Kansas City, Missouri recognizes the right of employees in the Teachers' Unit:

1. To associate themselves 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 Kansas City, Missouri Federation of Teachers ("KCFT") and School-Related Personnel ("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. NONDISCRIMINATION 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, age, marital status or disability.

D. EMPLOYEE INFORMATION FOR THE MAJORITY REPRESENTATIVE

The School District will make available 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 School District provide information that violates an individual employee's legal right to privacy.

Bulletin board space will be provided in each school for use by teachers, in an area not readily accessible to students. All materials must identify the person or organization preparing them. Such material may also be placed in the employee pickup boxes.

Bulletin board space and mail boxes for use by employee organizations shall be handled wherever possible by utilizing the facilities that are available.

Other recognized employee organizations may request similar information.

E. BOARD INFORMATION FOR THE MAJORITY REPRESENTATIVE

The agenda of the Board of Education meetings including the minutes of the previous meetings and other Board items including information passed out at or during Board meetings, excluding personnel, legal and other confidential material, shall be made available to the majority representative of the Teachers' Unit when it is distributed to Board members.

Other recognized employee organizations may request similar information from the Office of Board Services.

F. EMPLOYEE DISCUSSIONS - GUIDELINES

On the fourth Friday in January, every second year, the majority representative of teachers, through its representatives, and representatives of the School District Administration will meet in a conference room at the Board of Education Building, 1211 McGee Street, so that the discussion package of the majority representative of teachers can be received by the Administration. The Administration will submit its discussion package to the majority representative of teachers at the same time. No more than one (1) non-budgetary item and one (1) budgetary item may be added by either side after this date and they must be added prior to the first meeting. The discussion of items shall begin the first Tuesday in February.

The dates, times and places of discussion sessions shall be determined by mutual consent of the majority representative of the teachers and the Administration's representative.

One item may be presented by either party as a discussion package in those years in which discussions are not scheduled. No more than one (1) non-budgetary item and one (1) budgetary item may be added by either side prior to the first meeting.

G. 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 the first Thursday of each month during the regular school year at a time convenient to both parties to review the administration of the **HANDBOOK** and to resolve problems that may arise pertaining thereto. Each party will submit to the other, on or before the Tuesday 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 **HANDBOOK** 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.

A report of each meeting shall be prepared by the administration and sent to the Board prior to the next regularly scheduled Board meeting.

H. RELEASED TIME FOR UNION DISCUSSION TEAM MEMBERS

Representatives chosen by the recognized majority representative of teachers to represent members of their unit in discussions with representatives of the District shall be given released time for these discussion sessions within prescribed limits and timetables to be worked out by mutual consent.

I. VISITS TO SCHOOLS

Union representatives may visit the schools only before and after school or during the lunch period. 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.

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

J. MAJORITY REPRESENTATIVE PARKING SPACE

The School District shall provide one (1) reserved parking space for the majority representative of the Teachers' Unit. Charges applicable to the available space will be assessed. Continued use of the space will be subject to all the rules and regulations applying to employees using the facilities.

K. PUBLICATION OF HANDBOOK

The School District shall pay the costs of preparation of the **HANDBOOK** containing Board policies relating to working conditions of employees in the Teachers Unit. The Handbook

shall be made available to employees during the first week of each school year. Three hundred (300) copies shall be furnished to the majority representative of teachers at the same time. Employees hired during the school year shall be given copies of the Teachers Handbook when authorized to report to work.

L. HANDBOOK SUBORDINATE TO PROVISIONS OF LAW

Nothing in this Handbook shall be construed to interfere with the operation of State or Federal requirements.

SECTION II. GENERAL WORKING CONDITIONS

A. WORK YEAR FOR TEACHERS

Members of the Teachers' Unit, except counselors and librarians, shall work one hundred eighty-five (185) days. Six (6) days shall be used for staff development as scheduled by the administration. Necessary make up days will be scheduled by the Superintendent following the last day of the school calendar.

All new teachers to the District shall have an additional five (5) days of staff development, which will be jointly planned by the Administration and the Unit. Three (3) days of the in-service shall be conducted on the three (3) work days preceding the official start of the work year for all teachers. One (1) day of in-service will be conducted each semester. Teachers attending this in-service will be paid their normal daily rate of pay.

B. PLACEMENT-TEACHERS

The placement of newly hired teachers is a management function. When a newly hired teacher is placed in a particular school or program by the District, that placement shall normally be considered permanent with respect to that individual school or program. While placements are normally considered permanent with respect to the individual school or program, placements may be on an interim basis during school reorganization.

C. ITINERANT TEACHER ASSIGNMENTS

Itinerant, special subject teachers should not be scheduled for non-teaching duties whenever possible.

Teaching related responsibilities such as open house and faculty meetings, etc. may be assigned, if necessary.

D. 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, should vacancies occur. Such

assignments shall be based on employee preference, qualifications, race and sex balance and length of service within the District.

Within limits of the total school program, grade levels, courses and hours for teachers shall be scheduled in consultation with department or grade level chairpersons, where they exist, and faculty members. A faculty member shall be informed of his/her program at least ten (10) days preceding the opening of a semester by presentation to the faculty member of a written and dated copy of the program. Necessary changes in a teacher's program shall be accomplished in consultation with department or grade level chairpersons, if any, and the teacher concerned.

Whenever a teacher transfers from a particular school or program to another school or program that teacher may not cause the reassignment of another teacher within that receiving school or program for the remainder of the school year except as permitted by law. The school year shall be the period July 1 through June 30.

E. REASSIGNMENT OF SUPPORTIVE STAFF TEACHERS FOR THE FOLLOWING SCHOOL YEAR

The reassignment of supportive staff teachers for the following school year is a management function. Reassignment to meet program requirements shall be based on employee preference, qualifications, race and sex balance and length of service within the District.

Supportive staff teachers (art, music, physical education, computer, etc.) shall report to their assignments of the previous school year on the first (1st) day students report. Adjustments in assignments shall be made according to the policy on school reorganization.

No support teacher shall be assigned more than three (3) classes above the average for all supportive teacher assignments.

F. REASSIGNMENT DURING THE SCHOOL YEAR

Reassignments made necessary during the school year shall be subject to the same criteria as set forth in ASSIGNMENT OF TEACHERS WITHIN A SCHOOL OR PROGRAM. Reassignments should be voluntary if possible.

G. 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, B or C is followed.

Whenever a teacher transfers from a particular school or program to another school or program that teacher may not cause the transfer of another teacher from that receiving school or program for the remainder of that school year except as permitted by law. The school year shall be the period July 1 through June 30.

Procedure A. Voluntary Transfer

Teachers 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 not later than April 1st of the year immediately preceding the year for which the transfer is desired. All transfers will be completed on or before June 30.

All voluntary transfers shall be based on:

1. The transferring teacher meeting all governmental and court ordered requirements.
2. Specialized academic needs of the District
3. Length of service in District.

If a teacher's request for voluntary transfer is rejected, the teacher shall receive the reasons for the denial from the Division of Human Resources.

Where employees' length of service is equal or within sixty (60) days of being equal, the teacher possessing the greatest professional preparation as measured by the District's degree code (utilized for salary schedule purposes) shall prevail.

Procedure B. Involuntary Transfer

(Reference also Section D. ASSIGNMENT OF TEACHERS WITHIN A SCHOOL OR PROGRAM)

All involuntary transfers shall be based on governmental requirements of race and/or sex balance, length of service in the District, professional preparation and the specialized academic needs of a given school or program. Grounds for involuntary transfer from one school or program to another for the following school year are as follows:

1. Specialized academic and staffing needs of a school or program
2. Declining enrollment
3. School closing
4. Emergencies unforeseen by normal school operation
5. School reorganization
6. Employee discipline
7. Governmental requirements of race and/or sex balance
8. Recall from layoff

Where employees' length of service is equal or within sixty (60) days of being equal, the teacher possessing the highest performance evaluation scores and the greatest professional preparation as measured by the District's degree code (utilized for salary schedule purposes) shall prevail.

An involuntary transfer for reasons other than discipline will be effected only after a communication, verbal or written, between the teacher and the immediate supervisor.

Disciplinary transfers, when necessary, shall be for documented cause and shall follow a conference with the Human/Employee Relations Specialist. The teacher may be accompanied by a representative. The use of the grievance procedure shall not stop the effectiveness of the transfer, pending resolution of the grievance. If a grievance is initiated, it shall be at Step 3.

Procedure C. Transfers in Case of Division of Family Services Investigations

1. When the District receives notice that the Missouri Division of Family Services (DFS) or other agency is investigating a teacher for alleged child abuse, the District may immediately place the employee on paid suspension, removing the employee from any active assignment involving interaction with students. The District may reassign the teacher to a non-teaching assignment. The District will consider the nature of the allegations and the facts of the particular situation in deciding whether or not it is necessary to temporarily suspend the employee. Such a suspension is not to be disciplinary. The District and the Teacher's Unit recognize that it may be in the best interest of the teacher, students and the District to remove the teacher from the classroom while an investigation is pending. Any discipline imposed by the District will be based on the results of its investigation.
2. If an employee is on paid suspension because of a DFS investigation, and the DFS issues a finding, the Human Resources Department shall make a prompt determination of the teacher's status, and take the following action or actions:
 - a. Return the teacher to the teacher's prior position. If the suspension has lasted more than thirty (30) school days, the teacher may be placed in an equivalent position;
 - b. Implement appropriate discipline;
 - c. Implement a voluntary transfer of the teacher to another assignment if the teacher agrees to the transfer; or
 - d. Continue the suspension with pay pending the District's own investigation.

If the District completes its investigation prior to a DFS finding, it may take one of the actions in a, b, or c above.

3. In the case where the District determines that the investigation should continue beyond the time of the DFS finding, the employee will be notified in writing of this decision. This suspension will be with pay. The suspension will last only so long as it is reasonably necessary to determine whether the facts warrant disciplinary action.
4. The employee may challenge the length of the investigatory suspension no sooner than the fifteenth school day following a determination by DFS. This challenge will be filed with the Superintendent, who may appoint a designee to decide the issue. The Superintendent will determine whether or not the investigation should continue, and will render a decision within five (5) working days. If the Superintendent allows the investigatory suspension to continue, the employee may again challenge the length of the suspension no sooner than the fifteenth working day following the Superintendent's decision. This process may be repeated as necessary to assure that investigatory suspension time is kept to a reasonable minimum.
5. If the Superintendent determines that the investigatory suspension should end, he/she will direct the Human Resources Department to enter a determination of the teacher's status within five (5) working days. The Human Resources Department will thereupon take one or more of the following actions:
 - a. Return the teacher to the teacher's prior position. If the suspension has lasted more than thirty (30) school days, the teacher may be placed in an equivalent position.
 - b. Implement appropriate discipline.
 - c. Implement a voluntary transfer of the teacher to another assignment if the teacher agrees to the transfer.
6. If the Human Resources Department implements discipline under this Procedure C, the employee may grieve the discipline, commencing at Step 3 before the District Legal Counsel in lieu of the Human Resources Department.

H. TRANSFERS DURING THE SCHOOL YEAR

Transfers made necessary during the school year shall be completed pursuant to either Procedure A, B or C in TRANSFER OF A TEACHER FROM ONE SCHOOL OR PROGRAM TO ANOTHER. Transfers should be voluntary, if possible.

I. EMPLOYEE PLACEMENT NOTIFICATION

When an employee in the Teachers' Unit files a written application for an advertised District position, that employee shall receive a written acknowledgement of the application and

written notification of the outcome of the application. Failure to provide notification does not invalidate the selection procedure.

J. PRELIMINARY ORGANIZATION REPORTS TO BE DISTRIBUTED

It shall be standard practice for principals or their designees to inform teachers of school preliminary organizations prior to the end of the current school year.

K. FACULTY MEETINGS

Each faculty may elect a faculty committee, or in its absence, use the staff advisory committee whose function will be to meet with the principal for the purpose of preparing agendas for faculty meetings. The agenda for a faculty meeting shall be available prior to the meeting, except in emergency situations when an immediate meeting is necessary. Teachers shall attend unless the teacher is absent that day or the principal or his/her designee has excused the teacher from attending.

The school administrator shall establish a regular monthly meeting day schedule. If a meeting is rescheduled, a 24-hour notice shall be given to the staff. No staff member shall be penalized, or reprimanded, for missing a rescheduled staff meeting due to unforeseen emergencies or previously scheduled appointments.

Opportunities shall be provided at faculty meetings for discussion of appropriate items of special interest to the faculty.

L. INSTRUCTIONAL MATERIALS AND EQUIPMENT

Teachers are encouraged to meet frequently with local school administrators to expand and to develop optimum utilization of and care for instructional materials and equipment.

Each department and grade level shall have an updated list of current audio-visual materials in the District.

M. TEACHER RESPONSIBILITY AND AUTHORITY

The teacher has primary responsibility for the gradation of the student's progress in class, subject to review by the principal of the school. The principal may also request a review of the information recorded by a teacher which justifies the gradation of a student. However, the gradation given a student by a teacher is subject to modification only by the Superintendent of Schools or his or her designated central office instructional administrator.

The retention of students shall be based on applicable District policies.

The District will make every effort to restrict movement of students within a school beyond the first ten days of school except in the case of an emergency, or after application of the Code of Student Conduct, or when all parties involved concur (teachers, parents and administration). No student shall be transferred for disciplinary reasons unless the teacher

or teachers involved is (are) consulted. No teacher may refuse to accept an assigned student.

N. STUDENT DISCIPLINE

1. Student Discipline Committee

Each school, if a majority of the instructional staff so desires, shall have a Student Discipline Committee. The Student Discipline Committee shall consist of teachers chosen by the faculty in each building. The Committee shall include at least one (1) teacher who has been trained in the implementation of the Code of Student Conduct, the Safe Schools Act and the use of Conference Cards, and, if available, one (1) counselor:

- a. To analyze factors that may be generating particular problems.
- b. To make recommendations in resolving discipline problems.
- c. To assist teachers needing guidance in the implementation of the Code of Student Conduct and the use of Conference Cards.
- d. To monitor the availability of Conference Cards, in their building, for use by teachers.

2. Individual Situations

A teacher shall have the right to send a student to the office whenever the student is involved in a violation of the Code of Student Conduct. The teacher shall notify the office immediately and shall submit to the office a completed Conference Card as soon as practicable, but no later than the end of the day. The principal shall cause a preliminary investigation to be made, based on a signed Conference Card.

In breaches of discipline, the parents/guardian will be contacted as per the Board approved Code of Student Conduct. The teacher may request implementation of the following additional procedures:

- a. If a violation has occurred which requires a parent/guardian conference, the conference shall be held involving the parent/guardian and one (1) or more of the following persons: principal, assistant principal, counselor and teacher.
- b. The teacher shall receive from the principal, or his/her designated representative, a signed and completed copy of the Conference Card, by the end of the next school day.
- c. Whenever an offense committed at school is a violation of a criminal law, it is the policy of the School District to involve the police and to prosecute the

offender. Procedures shall be initiated through the office of the principal. A listing of these offenses may be found in the Code of Student Conduct.

O. ACCOUNTABILITY

The Board of Education has adopted an Accountability Plan and will continue to implement that Plan during the 2000-2001 school year. The District and the Teachers' union agree to work together to fully implement the following goals established by that Plan:

1. Improve student achievement through alignment of the MAP with the Core Curriculum;
2. Create a school climate where employees are respected and implement effective classroom practices and strategies;
3. Administer and interpret test results of State and District performance-based assessments;
4. Enhance and apply knowledge of the research based literacy practices adopted by the District;
5. Create environments which promote learning, high standards of student achievement and non-disruptive behavior; and
6. Develop and participate in staff development activities designed to meet state requirements.

P. PARENT-TEACHER CONFERENCES

1. Conferences shall be arranged by appointment, at a time mutually acceptable to parent and teacher. The office will take parents' calls requesting conferences along with the parents' numbers and will indicate to the parents when the teacher will have a preparation period, at which time the parents can expect the teacher to return the call. The teacher will return the call during his/her preparation period and the teacher will be called to the phone only when he/she is free of other duties.
2. This procedure for scheduling parent-teacher conferences will be disseminated to parents.
3. In those situations where a principal recommends that a parent should be seen by a teacher even though that parent has no appointment, the teacher shall:
 - a. Meet with the parent, or
 - b. Attempt to contact the parent by telephone within twenty-four (24) hours, and

- c. Schedule a meeting with the parent at a mutually convenient time, if the parent's concerns are not resolved by telephone.
4. The teacher should not be subjected to abuse from parents. Parents shall, when entering upon school premises for purposes of conferring with the teacher, first make their presence known to the principal or his/her designee. When a parent who is apparently not in a frame of mind for a constructive conference comes to school, the principal or his/her designee should respond courteously but with firmness, and insist that the conference be held at another time. If the principal has knowledge that a situation of abuse to a teacher has developed, the principal shall intervene and inform the parent that the teacher has no obligation to accept abuse. If the parent becomes threatening to the teacher, or the situation otherwise warrants, the principal or his/her designee shall use all available means to provide safety for the teacher.
5. Conferences with parents should occur during the teacher's on-duty hours. However, the teacher shall make every effort to be available for conferences at times convenient for the teachers and parents involved.
6. When a mutually acceptable conference time cannot be arranged, the teacher shall, in writing on a standardized form, submit to an administrator or his/her designee, or counselor, notification of the student's problem and/or progress, as well as any suggestions for appropriate parent activities to assist the student. Copies of the teacher's statement shall be mailed to the parents and a copy given to the building administrator.

Q. TEACHERS TO PARTICIPATE IN SELECTION OF INSTRUCTIONAL MATERIALS

Teachers shall be involved in the recommendation and selection of instructional materials.

The School District recognizes that basic texts and supplementary materials should be chosen with the treatment of multi-ethnic and racial content as important criteria.

R. SPACE FOR ITINERANT PERSONNEL

Appropriate space, as available, in each school, shall be provided to itinerant personnel of the District including, but not limited to, special education teachers, home school coordinators, remedial reading teachers, speech therapists and school psychological examiners.

The District shall make every effort in the preparation of specifications for new schools to include plans for said appropriate space.

S. USE OF LIBRARIES

School libraries and resource centers fulfill an important role in the school's instructional program.

As important resource persons, 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.

Libraries shall not be used as disciplinary centers or detention facilities for disruptive children who are unable to perform in their regular classroom assignments.

T. STAFF ADVISORY COMMITTEE

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

The elections for staff advisory committee members shall be no later than September 15. The term of office for these members shall be one (1) year from September 15 of the school year when another election is held (but no later than September 15). The size of the staff advisory committee shall be no less than four (4), but no more than eight (8) members.

The function of the staff advisory committee is to recommend to and discuss with the school administrator or his/her administrative designee new rules, regulations and procedures and changes in existing rules, regulations and procedures of that school.

The school administrator or his/her administrative designee shall, except in emergencies, advise of and discuss with the staff advisory committee any new rules and changes in existing rules, regulations and procedures before such rules, regulations and procedures are implemented.

The staff advisory committee meetings shall be open meetings. School instructional staff other than staff advisory committee members may attend the meetings if they so choose.

U. EMPLOYEE MEETINGS

Employees may schedule meetings 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 p.m. and further provided that such meetings are not in conflict with other previously scheduled school or professional activities. Application for use of meeting rooms need not state the purpose of the meeting.

V. NEW, EXPERIMENTAL, OR PILOT PROGRAM

Whenever the District considers a new, experimental, or pilot program, representatives selected by the majority representative shall be included in the planning and implementation processes.

Whenever the administration of a particular school considers a new, experimental or pilot program, the staff advisory committee shall be included in the formulation, if applicable,

planning and implementation process.

Appropriate information and training shall be provided the involved instructional staff to insure effective implementation of the program. Any training scheduled outside of normal workday hours shall be compensated at the rate shown on the extra pay schedule.

W. UNSAFE OR HAZARDOUS CONDITIONS

Employees shall report unsafe or hazardous conditions to their principal or immediate supervisor who shall immediately inspect such conditions and take appropriate corrective action.

It shall be the responsibility of the building administrator to conduct scheduled and necessary interim fire safety inspections and direct the correction of below standard situations. Employees shall report situations involving possible below standard conditions to the building administrator upon discovery.

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their safety.

X. INDUSTRIAL ARTS - CAREERS AND LIFE SKILLS HOME ECONOMICS - SAFETY

The District recognizes that activities in Industrial Arts and/or Career and Life Skills (Family & Consumer Science) classrooms may create hazardous conditions for students. If, in the opinion of the teacher, any student is a hazard to his/her own safety or the safety of others, the student may be temporarily removed from the classroom. Before reinstatement, the local school administration will investigate the matter and report its findings to the teacher.

Y. JOB OPENINGS

A list of known teacher vacancies in the District for the following school year will be posted in each school by April 15. The posting will include:

1. School or program
2. Grade level
3. Subject (The subject should be described as specifically as possible.)

Z. (DISTRICT AND/OR) SCHOOL REORGANIZATION

School reorganization is the moving of students and/or teachers to different assignments, classes or rooms in response to school closing or changes in enrollment.

To minimize disruption of the educational process, 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 (1) week prior to such reorganization.

This policy is not intended to include minor adjustments made during the first two (2) weeks of the first semester and the first week of the second semester. If the principal determines that minor adjustments are necessary, the building faculty committee shall be consulted and will give assistance and input before the minor adjustments occur.

AA. STUDENT SCHEDULES - WHEN DUE

Preliminary course schedules for all secondary students, whether continuing in their current school or assigned to a new school before May 1st, will be completed by May 31st. These preliminary schedules are subject to modification based on changes in enrollment or course availability. These schedules shall be given to teachers, parents and students prior to the end of each school year.

BB. CLASSROOM INTERRUPTIONS

Every effort will be made to coordinate repairs to buildings so as to minimize class disruption. Prior notice of emergency repairs that might disturb classes will be given to the principal who will inform the classroom teacher involved, in order that preparation may be made to minimize disruption. All other major items of an emergency nature will be scheduled whenever possible when classes are not in session.

School wide classroom interruptions shall be kept to a minimum for the use of the intercom systems in the school, including staff use. The schedule will be posted.

In case of emergency, as determined by the principal, deviation from the schedule is acceptable.

CC. SCHOOL SUPPLY SYSTEM

A committee made up of grade level or departmental chairpersons shall assist the building administrator in the ordering and distributing of classroom supplies. The administrator shall see that:

1. All supply orders within budget limitations are sent to the proper agent.
2. The administrator will communicate with the appropriate District employee to maintain up-to-date information on the status of supply orders. Within three (3) days of the time the administrator learns of any delay, reduction or other action affecting supply orders, the committee will be notified.
3. During the school year, supplies received shall be made available to teachers promptly. Supplies shall be distributed among teachers on an equitable basis.

DD. 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 such essential information as shall seem appropriate to the administration.

Provisions shall be made to assure privacy of personnel records and to protect the records from examination for other than legitimate purposes.

A copy of any material which relates to activities after employment by The School District of Kansas City, Missouri placed in an employee's central personnel record shall be transmitted to the employee at the time of insertion in the record. Before any employee is called in by the administration 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.

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

EE. SOCIAL ACTIVITIES

The social activities of teachers will not be a concern of the District as long as such activity does not interfere with the discharge of professional duties or hamper their ability to effectively exercise the leadership which is necessary in the teacher's relationship with children.

FF. CRITICISMS OR REPRIMANDS

No administrator shall reprimand or criticize an individual employee in the presence of the employee's colleagues or students, or in the presence of parents of such student. Where reprimand or criticism is deemed necessary, it shall be made in private.

GG. INDIVIDUAL CONDUCT AND DRESS

An individual's conduct and dress should be a personal matter. He/she should have freedom to express his/her individuality so long as he/she does not intrude upon and/or endanger the freedom of others.

The implementation of this policy calls for sensitive, tolerant, intelligent action on the part of the school staff. The effect on pupils, the level of community tolerance and any applicable legal sanctions are necessary limitations upon unlimited freedom of choice. An employee's dress should be neat and clean and his/her conduct should set a positive

example for pupils to imitate.

HH. ACADEMIC FREEDOM

Teachers shall have academic freedom in the District, although academic freedom is not an absolute. It must be exercised within the basic ethical responsibilities of the teaching profession and its administration.

II. FREEDOM OF SPEECH

Employees do not give up their constitutional rights during working hours. These constitutional rights are not absolute, however, for they must be exercised with regard to any effect on pupils, the level of community tolerance and any applicable legal sanctions.

Employees should exercise their right of free speech in such a manner as to provide a positive and wholesome model for pupils to imitate.

The District and the KCFT & SRP agree that the use of profanity and racial epithets shall not be tolerated by anyone in our schools including: administration, staff, students and visitors.

JJ. EMERGENCY FUND

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

Employees requesting reimbursement from the Emergency Fund will, if physically able, file within one (1) week of the incident with the Benefits Department, a verified 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.

Reimbursement from the Emergency Fund will be limited to two hundred (\$200.00) per occurrence. After the first claim for loss of jewelry, reimbursement for jewelry loss will be limited to One Hundred Dollars (\$100.00) per occurrence.

A fund of \$10,000 to pay for damage or vandalism to employees' automobiles during working hours which is not covered by existing insurance will be established for the 2000-01, and 2001-02 school years. A maximum payment of \$200 per occurrence will be made.

Employees may be required to submit a police report and other documents as required by the District to be eligible for payment.

KK. PROFESSIONAL DEVELOPMENT

The District has adopted a Professional Development Plan. The District and the Teachers' Union agree to work together to fully implement the goals established by the Plan.

All members of the Teachers' Unit recognize that professional development is an obligation of their employment. As such, they understand and agree that attendance at all professional development sessions is a requirement. If a teacher misses a professional development session, the teacher will attend a make-up session provided and scheduled by the District. If a teacher is absent from a professional development session and uses entitlement time, the District will restore that time upon completion of the make-up session.

The District will provide one (1) opportunity per session during the first semester to make-up the building-based, District-wide scheduled sessions given during that term and one (1) opportunity per session during the second semester to make up the building-based, District-wide professional development sessions given during that term. A Site-Based Professional Development Plan for each location will be developed.

To facilitate proper design of staff development sessions, each school's Professional Development Committee shall distribute to the staff an outline of each session no later than one (1) week prior to the session.

The subsequent staff development session shall incorporate relevant issues from the previous session to reinforce such issues.

Make up of District staff development sessions shall be scheduled either within 30 calendar days or before the next regularly scheduled session. If the make up session is canceled and rescheduled, attendance shall not be mandatory. Make up staff development sessions shall be completed during the regular school calendar year.

Consistent with the Professional Development Plan, attendance at university seminars, short-term university courses, or similar professional activity authorized by the building administrator and Professional Development Committee may be incorporated into staff development days.

In order to achieve the professional development goals, there will be a maximum of six (6) site-based, District-wide professional development sessions. If a school is performing poorly, the District may increase the total number of additional professional development days for that school by up to five (5) days.

These days will be scheduled during the summer of 2001 and teachers will be compensated at their regular rate of pay. Teachers shall be given at least a 45 day notification before the scheduling of such reinforcement staff development sessions.

The District and the Teachers' Union will plan the additional five (5) sessions.

If a teacher is unable to attend the additional sessions, required make up days shall be provided to allow completion of the training. If possible, the training will be completed by the end of the first semester.

During the 2000-2001 school year, no individual teacher or school staff shall be adjusted or moved due to the results of the 1999-2000 MAP test scores or equivalent school site

assessments.

For the 2000-2001 school year, in-service training will be conducted on the Professional Development Plan, Assessment Plan and Accountability Plan.

LL. ASSESSMENT

The District has adopted and the Court has approved an Assessment Plan which must be fully implemented during the 2000-2001 school year. The District, the KCFT and the SRP agree to work together to make certain that the goals set forth in the Plan are fully met.

The District, the KCFT and the SRP will collaborate to insure that the Plan utilizes a variety of assessments aligned with the Core Curriculum to assure a valid appraisal of student learning and to improve student achievement.

MM. STAFF DEVELOPMENT IMPLEMENTATION

To insure the proper implementation and evaluation of new District staff development initiatives, the administrative staff shall be responsible to provide instructional coaches or equivalent positions to model components of new District staff development initiatives being implemented at a school site.

To maximize the efficacy of the school's programs, the administrative staff will be encouraged to fully participate in the modeling and implementation of the school's programs.

NN. PART-TIME TEACHING POSITIONS

The District may place teachers on part-time teaching schedules as provided by law and as agreed between the teacher and the District.

Part-time teachers who regularly teach fifteen (15) class hours per week shall be eligible for payment of fifty percent of the amount paid for full time employees toward the purchase of District provided hospitalization and dental insurance.

Teachers desiring part-time teaching positions shall apply to the Division of Human Resources by March 1, of each year. The Division of Human Resources shall respond to all part-time teaching applications by April 15.

Part-time teachers must reapply annually.

OO. DISCIPLINE

The District and the Teachers' Union will continue to jointly develop the Code of Student Conduct. In the event meetings are held outside of the regular work day, teachers will be compensated at the current stipend rate.

The District will meet with representatives of the Union to discuss any changes in the Code of Student Conduct before any final action is taken.

The District shall in-service all employees of the Union on the Code of Student Conduct. The purpose of the in-service is to insure that instructional employees understand the provisions of the Code of Student Conduct.

The Department of Staff Development and the Teachers' Union shall jointly plan this in-service which shall be held prior to the beginning of each school year. New employees shall be in-serviced on the Code of Student Conduct during their first year of employment.

PP. EMPLOYEE RELEASE FOR 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 custody, control or residing with the teacher under the following conditions:

1. This time can not be taken when KCMSD 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 principal.
3. The Employee provides a written statement confirming his/her attendance at a parent-teacher conference or meeting with a teacher, upon returning to his/her school.

QQ. DISTRICT IDENTIFICATION BADGES

During the school year, the District will make available a District identification badge to members of the Teachers' Unit. The badge will allow the employee and a guest to attend interscholastic League Sports activities at no cost. The initial badge shall be at no cost to the employee; the employee will be charged for replacement badges.

SECTION III. ELEMENTARY SCHOOL WORKING CONDITIONS

A. SCHOOL DAY - TEACHERS AND SUPPORTIVE STAFF

1. The normal workday of a teacher in the elementary school shall be seven hours and thirty-five minutes (7 hours and 35 minutes). The normal duties of the teacher shall be:
 - a. Teaching classes or engaging in similar instructional activities for six (6) hours and forty (40) minutes, which shall include:
 - (i) fifty (50) minutes of on-site or principal approved, school-related off site individual professional preparation or a minimum of 250 minutes

per week; and

- (ii) forty (40) minutes of additional individual professional preparation per day, such time may also be used for grade level meetings, committee meetings, group preparation meetings, or in-service activities, as determined by vote of the instructional staff after collaboration with the building administrator.
- b. General assistance with students and/or school programs ten (10) minutes before students' school day starts and ten (10) minutes after students' school day ends. The foregoing does not determine arrival/departure time for teachers.
- c. Attend and participate in no more than two (2) open houses or similar public-oriented programs. Such meetings or programs shall not exceed three (3) hours in length. Teachers are encouraged to voluntarily participate in all school extra-curricular and public oriented programs.
- d. Portions of the workday not designated for particular use in this policy shall be used for individual planning time.
- e. No more than ten (10) faculty meetings may be held per year. Five (5) additional team, grade-level, or site-based staff development meetings, when necessary, may be held. All such meetings will be held before/after the students' school day and required supervision period, will not exceed one (1) hour, and will include the forty (40) minutes of additional professional preparation.
- f. Each elementary and supportive staff teacher shall have a duty-free lunch period of thirty-five (35) minutes.
- g. Participate in necessary conferences and activities with students, parents or others related to school work including two (2) officially designated Parent-Teacher Conferences as scheduled by the District.
- h. Participate in the six (6) scheduled professional development sessions.

2. Early Childhood Workday - Certified Teaching Staff

The normal Early Childhood workday of the certified teaching staff shall be seven (7) hours and thirty-five (35) minutes.

Teaching classes or engaging in similar instructional activities for six (6) hours.

Preparation 10 min. before and after school

Mid-Day: There should be a 35 minute duty-free lunch period.

	85 minutes planning/parent involvement
Friday Workday:	3 hours and 45 minutes (no lunch included)
Friday Activities:	Parent Involvement (home visits, group meetings, school conferences)
	Staff Development
	Record Keeping

When the official workday/work week exceeds the total hours listed above the teachers affected shall be given compensatory time away from the work place in an amount equal to the amount of time in excess of 37 hours and 45 minutes. This compensatory time must be taken on a Friday.

B. RELEASED TIME FOR ELEMENTARY TEACHERS

Elementary school classroom teachers will be allowed released time within the school when their students are assigned to the art, music, physical education, computer teacher, other regularly scheduled supportive staff, or if necessary, their substitutes, or to the school librarian. Released time shall be for professional preparation. Should a supportive teacher be absent and no substitute replace the supportive teacher, causing the regular classroom teacher to lose the allotted release time, that elementary teacher will be compensated at the rate of pay usually paid an elementary teacher for substituting on a voluntary basis.

C. TEMPORARY SUBSTITUTING - ELEMENTARY TEACHER

If the substitute office is unable to supply a regular substitute for an elementary classroom vacancy, extra compensation per the extra pay schedule shall be added to the regular compensation of the elementary teacher (or teachers) accepting the overload.

Should the class be distributed among two (2) or more teachers, not to exceed three (3) teachers, each of such teachers shall be paid that portion of the extra pay rate (see schedule) which equals the percentage of the class assigned to the teacher.

Teachers who assume substitute responsibilities for special education classes which have an enrollment less than 1/2 of the state maximum enrollment for that type of class shall be reimbursed 1/2 the rate shown on the extra pay 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.

D. ELEMENTARY TEACHER IN CHARGE

When a teacher in charge is released from class assignments and assumes the

administrative functions of operating a school for a period of a full day or more in the absence of the permanent building administrator, that teacher shall receive his or her regular rate of pay or pay equal to the first step on the elementary administrator's salary schedule, whichever is greater.

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

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

In each building the principal will consult and receive assistance and input from the building 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 SCHOOL DAY - ELEMENTARY 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. The teachers shall begin scheduled visits during the first week of pupil attendance and, with the exception of the first day of student attendance, shall implement their programs on their first regularly scheduled visit.

F. **READING AND MATH - ELEMENTARY**

The District shall evaluate the educational needs of its elementary enrollment in the areas of reading and math. As the result of such evaluation and as deemed appropriate by the Board of Education, the District shall adopt a definite program for improvement of elementary reading and math skills.

The District shall employ appropriately certificated personnel to implement the elementary reading and math programs.

G. **OTHER ASSIGNED DUTIES**

The principal in each building may assign lunch duty during times when a member of the Teachers' Unit is not scheduled for class instruction, planning period or 35 minute duty free lunch period.

SECTION IV. SECONDARY SCHOOL WORKING CONDITIONS

A. **SCHOOL DAY - MIDDLE SCHOOL**

The normal workday of a teacher in the middle schools shall be seven hours and thirty-five minutes (7 hours and 35 minutes) per day. The normal duties of the teacher shall be:

1. Teaching classes or engaging in similar instructional activities for the equivalent of six (6) forty-five (45) minute instructional periods not to exceed 1350 minutes per week.
2. General assistance with students and/or school programs ten (10) minutes before students' school day starts and ten (10) minutes after students' school day ends. The foregoing does not determine arrival/departure time for teachers.
3. One (1) period of on-site or principal approved school-related off-site individual professional preparation.
4. One (1) additional individual professional preparation period per day; such time may also be used for team or cluster meetings, departmental meetings, committee meetings, group preparation meetings or inservice activities, as determined by vote of the instructional staff after collaboration with the building administrator.
5. Attend and participate in no more than two (2) open houses or similar public-oriented programs. Such meetings or programs shall not exceed three (3) hours in length. Teachers are encouraged to voluntarily participate in all school extra-curricular and public oriented programs.
6. Portions of the workday not designated for particular use in this policy shall be used for individual planning time.
7. No more than ten (10) faculty meetings may be held per year. Five (5) additional team, grade-level, or site-based staff development meetings, when necessary, may be held. All such meetings will be held before/after the students' school day and required supervision period and will not exceed one (1) hour.
8. A thirty-five (35) minute duty-free lunch period which shall include passing time.
9. Participate in necessary conferences and activities with students, parents or others related to school work including two officially designated Parent-Teacher Conferences as scheduled by the District.
10. Participate in six (6) scheduled professional development sessions.
11. Changes or modifications to #1 may be implemented with a 2/3 vote of the instructional staff in the building. Such changes shall not reduce the number of instructional minutes below one thousand three hundred fifty (1,350) per week.

Middle School Team Leaders

1. Team members shall select the team leader using the following process:
 - a. Select the team leader and submit his/her name to the principal. The principal shall approve or disallow the team leader selected.
 - b. Should the principal reject the initial selection of the team leader, the teacher team must select another team leader. The principal cannot reject the second selected team leader.
2. Each middle school shall have a team composed of the elective teachers.
3. The team leader shall be assigned to teaching activities on the same basis as other faculty members.
4. The duties of a team leader shall include:
 - a. Responsibility, in consultation with other team members, for the development of schedules and plans for educational activities for those students assigned to his or her team.
 - b. Participate in meetings with team members, the principal, other team leaders, other staff and parents.
 - c. Preparation of budget information.
 - d. Facilitating the revision and evaluation of courses and curriculum by members of the team.
 - e. Preparation and submission to the principal of schedules, plans, reports or other documents requested by principal.
 - f. Assisting the team members in the assessment of needs for the selection of new instructional materials for submission to the principal for approval.
5. Team leaders shall be compensated at the rate shown on the extra pay schedule.

B. SCHOOL DAY - HIGH SCHOOL

The normal workday of a teacher in the high schools shall be seven hours and thirty-five minutes (7 hours and 35 minutes) per day. The normal duties of the teacher are:

1. Teaching classes or engaging in similar instructional activities for the equivalent of six (6) forty-five (45) minute instructional periods, but not less than 1350 minutes per week with two (2) forty-five (45) minute planning

periods (ninety minutes of planning time when ninety minute block schedules are used).

2. General assistance with students and/or school programs ten (10) minutes before students' school day starts and ten (10) minutes after students' school day ends. The foregoing does not determine arrival/departure time for teachers.
3. One (1) period of on-site or principal approved school-related off site individual professional preparation.
4. One (1) additional individual professional preparation period per day; such time may also be used for team or cluster meetings, departmental meetings, committee meetings, group preparation meetings, or in-service activities, as determined by vote of the instructional staff after collaboration with the building administrator.
5. Attend and participate in no more than two (2) open houses or similar public-oriented programs. Such meetings or programs shall not exceed three (3) hours in length. Teachers are encouraged to voluntarily participate in all school extra-curricular and public oriented programs.
6. Portions of the workday not designated for particular use in this policy shall be used for individual planning time.
7. No more than ten (10) faculty meetings may be held per year. Five (5) additional team, grade-level, or site-based staff development meetings, when necessary, may be held. All such meetings will be held before/after the students' school day and required supervision period and will not exceed one (1) hour.
8. A thirty-five (35) minute duty-free lunch period which shall include passing time.
9. Participate in necessary conferences and activities with students, parents or others related to school work including two officially designated Parent-Teacher Conferences as scheduled by the District.
10. Participate in six (6) scheduled professional development sessions.
11. Changes or modifications to #1 may be implemented with a 2/3 vote of the instructional staff in the building. Such changes shall not reduce the number of instructional minutes below one thousand three hundred fifty (1,350) per week.

C. SCHEDULING OF TEACHERS' CLASSES

In scheduling secondary school classes, effort shall be made to schedule teachers for not more than three (3) class hours in succession and in no case will a teacher be scheduled for more than four (4) classes in succession without a planning period or lunch break.

In scheduling 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 a maximum of three (3) per semester.

D. SPECIAL EDUCATION - SECONDARY TEACHER ASSIGNMENTS

Secondary special education teachers shall not be assigned non-teaching duties during their instructional time, including planning periods.

Special education teachers may be assigned non-teaching duties, before and after school, following the first two (2) weeks of the school year.

Special education teachers shall not be assigned to teach non-special education classes.

In addition, Secondary special education teachers assigned to self-contained classrooms (EMH, LD, BD, etc.) shall not be assigned to teach regular classes in the curriculum.

E. SPECIAL EDUCATION MEETING NOTICE

All special education teachers, except in emergencies, shall be notified at least a week in advance of meetings of their divisions.

F. SPECIAL EDUCATION MATERIALS AND SUPPLIES

It shall be the responsibility of a special education teacher, when that teacher is transferred as the result of a school closing, class closing or the relocation of a class, to inventory the special education related supplies and materials and package those supplies and materials for redistribution.

Such materials and supplies shall go with the teacher involved as long as the new assignment is in the same special education field. The District will endeavor to have these materials and supplies at the teachers new location by the first day of the work year.

If the teacher is not reassigned in the same special education field, those materials and supplies shall be delivered to the principal for return to the Division of Special Education for distribution as needed.

G. AUDIOVISUAL COORDINATOR - PREPARATION PERIODS

Preparation periods for Audiovisual Coordinators shall be scheduled the first class hour of the school day whenever possible.

H. SECONDARY SUBSTITUTION

The District will compensate secondary teachers substituting during their preparation periods at the rate shown on the extra pay schedule.

Teachers may volunteer for temporary substitution. 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.

I. SENIOR HIGH SCHOOL - SEVENTH HOUR ASSIGNMENT

The regular teaching load of a senior high school teacher remains as set forth in the policy on HIGH SCHOOL WORKING CONDITIONS in this HANDBOOK. Administration shall not utilize seventh hour assignments as a normal scheduling mechanism. The administration may, however, use seventh hour assignments (in cases of unassigned classes) after scheduling on the basis of six (6) teaching periods per day per teacher has been accomplished.

Teachers may volunteer for seventh hour assignments. In cases where no volunteers are available, the administration may assign these duties.

No teacher shall be required to assume a disproportionate share of seventh hour assignment duties.

The District will compensate secondary senior high school teachers accepting seventh hour assignments at the rate shown on the extra pay schedule.

J. HIGH SCHOOL DEPARTMENT CHAIRPERSON

1. The principal is responsible for the organization of the school. Faculties in each school may participate in the selection of department chairpersons and in the determination of their respective term of office with the mutual agreement of the principal.
2. The department chairperson shall be assigned to classes on the same basis as other faculty members; however, department chairpersons shall not be required to accept lunch/study supervision.
3. The duties of the department chairperson shall be:
 - a. Assisting the principal and/or assistant principal in the scheduling of classes.

- b. Preparing a department budget for submission to the principal after consultation with other department members.
 - c. Facilitating the revision and evaluation of courses and curriculum by members of the department.
 - d. Such other duties as may be mutually agreed upon by the department chairperson and the principal.
 - e. Assisting the department members in the assessment of needs for the selection of new instructional materials for submission to the principal for approval.
4. Under no circumstances will department chairpersons be used to evaluate teachers.
 5. The school department chairperson shall be paid \$750.00 a year. Schools shall have no more than seven (7) department chairpersons.

SECTION V. COACHES

A. COACHING VACANCIES - HOW FILLED

All head coaching vacancies should be advertised in each school at least ten (10) days prior to the filling of such vacancy.

Applications for coaching vacancies shall be filed with the Coordinator of Interscholastic Activities.

The Coordinator will forward the list of all applicants for the coaching vacancy to the principal of the school where the vacancy exists.

The principal shall:

1. Review the applications and qualifications of all applicants.
2. Interview the top five (5) applicants. If fewer than five (5) apply, the principal shall interview all applicants.
3. Select the applicant to fill the coaching vacancy.
4. Notify the Coordinator, Interscholastic Activities, of the name of the person selected.

B. COACHES - NOTIFICATION AND REPORT

All coaches, head and assistant, shall be appointed by July 1 of each year, whenever possible.

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.

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 except in cases when a coach is released by the Coordinator of Interscholastic Activities, to begin coaching in another activity.

C. COACHES - LOSS OF EXTRA PAY POSITIONS

When School District coaches are notified by their principals that their coaching duties shall be terminated, the coaches shall receive reason(s) in writing from principals. Copies of the reason(s) shall be transmitted to the Director of the Division of Personnel Services and to the Coordinator, Interscholastic Activities.

Decisions of the principals concerning the termination of coaching duties may be appealed to the Deputy Superintendent. This appeal must be filed within fifteen (15) days after notification of termination from the principal. The decision of the Deputy Superintendent shall be final.

D. COACHES - SCHEDULING OF PREPARATION PERIODS

Professional preparation periods for head coaches and athletic directors shall be scheduled for the last class hour of the school day, whenever possible.

E. ATHLETIC EQUIPMENT ORDERS - NOTIFICATION

When a coach or athletic director orders equipment or supplies, should that order be reduced or changed in any way, the person making the reduction or change shall notify the coach or athletic director in writing, stating the reasons.

F. EVALUATION OF COACHES

A coach may be evaluated formally at any time during or after the coaching season. Evaluation of the coach in the performance of his or her extra pay duties may be made by a member of the building administration and/or by the athletic director of the building or program. Evaluation shall be based upon criteria designated by the Coordinator of Interscholastic Activities.

SECTION VI. COUNSELORS

A. WORK YEAR FOR COUNSELORS

Counselors will work fifteen (15) days longer than teachers as scheduled by the principal of the school where the counselor is assigned. Nine (9) days of the counselor's work year shall be for staff development as scheduled by the administration.

Counselors will be notified of their starting date prior to the close of the preceding school year.

B. EARLY REPORTING OF COUNSELORS

Counselors may be asked to report early for duty before the beginning of their work year. All work shall be on a voluntary basis and must be approved by the Director. Counselors shall receive their regular rate of pay for such voluntary assignments.

C. SCHOOL DAY - COUNSELORS

The workday for counselors shall be seven hours and thirty-five minutes (7 hours 35 minutes).

1. The normal responsibilities of a counselor in the schools shall be:
 - a. Counseling with pupils or similar professional duties.
 - b. General assistance with the students and/or school programs ten (10) minutes before school starts and not more than ten (10) minutes after school ends.
 - c. No more than ten (10) faculty meetings may be held per year. Five (5) additional team, grade-level, or site-based staff development meetings, when necessary, may be held. All such meetings will be held before/after the students' school day and required supervision period and will not exceed one (1) hour.
 - d. Each counselor shall have a duty free lunch period of thirty-five (35) minutes, which shall include passing time.
2. Counselors, in cooperation with the principal, shall:
 - a. Participate in necessary conferences and activities with students, parents or others related to school work.
 - b. Attend and participate in no more than two (2) open houses or similar public oriented programs. Such meetings shall not exceed three (3) hours in length.
 - c. 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.
3. School counselors shall 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."

D. COUNSELOR CONTRACTS

When a teacher is appointed to serve in a permanent counselor position, the appointment shall be by contract as a counselor.

Any teacher maintained in the same vacant counseling position for ten (10) weeks will be evaluated and if favorably evaluated and recommended by the principal and the appropriate Director, will be given a counselor's contract by the District for the remainder of the school year and shall receive all benefits of other contract counselors.

Such evaluations will be completed by the end of eight (8) weeks of service with a copy of the evaluation being given to the teacher.

The building administrator will make every reasonable effort to assist the teacher in achieving satisfactory performance.

For the purposes of this Board policy, a vacant counseling position shall mean a permanent counseling position that was not created by a counselor on leave, long term absence or off payroll.

E. COUNSELORS - SECRETARIAL ASSISTANCE

One secretary shall be provided for each three (3) counselors. Except during the first two (2) and the last two (2) weeks of each semester, the secretary may be assigned to non-counseling duties in cases of unusual or emergency circumstances and in order to secure balance of duties among the school's clerical staff.

F. ENROLLMENT RECORDS - COUNSELORS

The registrar or clerical personnel designated by the principal shall request up-to-date and complete records for each student. This record should include any pertinent disciplinary data. The counselor shall interpret the records for purposes of student placement. The District the KCFT and SRP will appoint a joint committee to develop appropriate forms when students do not present records upon enrollment.

SECTION VII. LIBRARIAN WORK YEAR

Librarians shall work five (5) days longer than teachers. Librarians shall work three (3) days before the regular teacher work year and two (2) days after the regular teacher work year. Librarians shall receive their regular daily rate of pay for all extra days worked. The five (5) days worked shall be at the librarians regular school site. The three (3) days before the

school year shall be used to prepare the library for the opening of school. The two (2) days after the school year shall be used to inventory and close down the library for the summer.

SECTION VIII. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is an alleged violation or claimed misinterpretation or claimed misapplication of a Board policy or an adopted administrative regulation directly related to working conditions of employees in the Teachers' Unit.
2. A "Class grievance" is an alleged violation or claimed misinterpretation or claimed misapplication of a Board policy or an adopted administrative regulation filed by a group of employees in the Teachers' Unit, the KCFT and SRP on behalf of a group of employees in the Teachers' Unit and directly related to working conditions of employees in the Teachers' Unit.
3. A "grievant" is a teacher, group of teachers, or any other employee or group of employees in the categories of employees in the Teachers' Unit.
4. The term "step" refers to the separate and distinct steps to be followed in order in the processing of grievances.
5. This grievance procedure shall not be interpreted to exclude employees in the Teachers' Unit from filing complaints on matters not covered under definition of "grievance" with the local school administrator, the Superintendent or the Board.

B. PROCEDURE

The purpose of this procedure is to secure, at the lowest possible administrative level, resolution of filed grievances which may arise. Details of grievance proceedings shall be kept confidential.

In case new information comes to light subsequent to the completion of any step in the grievance procedure, the grievance shall revert to the preceding step where such information would have been pertinent had it been known. The new information shall be presented at that step, and the grievance shall proceed step by step, according to procedure.

At any step the grievant may be accompanied by a representative.

1. Step One

Within three (3) working days of the time that the grievant knew, or reasonably should have known of the grievance, the grievant shall present the grievance to the building principal or immediate supervisor during non-teaching and non-working hours. Within three (3) working days after presentation of the grievance, the

building principal or immediate supervisor shall orally answer the grievance.

2. Step Two

- a. Within three (3) working days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant, and submitted to the building principal or immediate supervisor.
- b. The grievant shall: 1) name the employee or group of employees involved; 2) state all the facts giving rise to the grievance; 3) identify the specific Board policies or administrative regulations alleged to be violated or misinterpreted; 4) state the contention of the grievant with respect to the grievance and; 5) indicate the specific relief requested.
- c. Within three (3) working days after receiving the written grievance, the principal or immediate supervisor shall hold a hearing with the grievant and his/her representative.
- d. Within three (3) working days after the hearing, the principal or immediate supervisor shall communicate his or her answer in writing to the grievant.

3. Step Three

- a. If the grievance is not resolved at Step Two, the grievant may within five (5) working days of receipt of the principal's or immediate supervisor's answer, appeal to the Human/Employee Relations Specialist, by filing the grievance and the said answer along with any written response to the principal or immediate supervisor, with the Human/Employee Relations Specialist.
- b. The Human/Employee Relations Specialist, or his/her designated representative from the Division of Human Resources, shall hold a hearing with the grievant and his/her representative within five (5) working days after receiving the written grievance.
- c. The Human/Employee Relations Specialist, or his/her designated representative, shall give an answer in writing to the grievant not later than five (5) working days after the hearing.

4. Step Four

Within ten (10) working days after receiving the Step 3 decision of the Human/Employee Relations Specialist, any grievance may be appealed by KCFT and SRP directly to Step 5.

Within the same time frame, KCFT and SRP may appeal through the advisory arbitration process described herein any grievance which includes one (1) or more of the following issues, and to which the Teacher Tenure Act does not apply:

- Involuntary demotion
- Involuntary transfer
- Involuntary reduction in pay or salary
- Unpaid suspension of five (5) days or more
- Termination
- Class grievance

a. Advisory Arbitration

An authorized representative of the District, the KCFT and SRP shall request the Federal Mediation and Conciliation Service to submit a list of five (5) Arbitrators. The District, the KCFT and SRP will alternate the striking of the first name from the list of arbitrators from one arbitrator to the next. The striking of names from the list will continue until one name remains. The person whose name remains shall be the arbitrator.

The Arbitrator shall be notified of their selection by a joint letter from the District, the KCFT and SRP.

b. The following procedures shall govern the arbitration process:

1. The selection of the arbitrator shall be accomplished by the KCMSD, the KCFT and SRP each striking one (1) name from the list alternately commencing with the KCMSD until only one (1) name remains. Such selection shall be made within ten (10) working days of the notice of intent to proceed to arbitration. The arbitration hearing will be held within ten (10) working days of the selection of the arbitrator.
2. The arbitrator shall have no power to add to, delete from, or modify the terms of the negotiated *Employee Handbook*.
3. Each party shall bear the full cost for its representation in the arbitration process. The arbitrator's fee shall be assessed to the party receiving the lessor award.
4. Neither party will be permitted to present in the arbitration any grounds or evidence which has not been previously disclosed to the other party. Each party will be given not more than one (1) hour to present its side of the grievance in the arbitration hearing, not including cross-examination, except termination grievances, in which case each party shall be given not more than two (2) hours to present its side of the grievance, not including cross-examination.
5. The voluntary labor arbitration rules of the American Arbitration Association

shall apply to the arbitration hearings.

5. Step Five

- a. Within ten (10) working days of receiving the decision of the arbitrator in Step 4, either party may appeal the decision in writing to the Board of Education.
- b. Except on approval of a majority of the Board of Education, the Board's review shall be limited to a review of the record; it shall not involve a hearing.
- c. The Board shall render a decision within thirty (30) calendar days of receipt of the written appeal. The decision of the Board is final.

C. GENERAL REGULATIONS

1. 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 temporarily be suspended.
2. The majority representative of the Teachers' Unit shall receive copies of all filed grievances and written responses in all stages of the grievance procedure.
3. No employee shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is pursuant to any order or written agreement with any state or federal commission or agency or pursuant to any order or written agreement with any state or federal court.
4. Grievances arising from the action of an official other than the immediate supervisor of the employee can be initiated with the Human/Employee Relations Specialist. Thereafter, the grievance shall be processed as provided in Steps Three, Four and Five above.
5. After any grievance proceeding has reached Step Three, any party shall have the right, at his/her own expense, to legal and/or stenographic assistance.
6. 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 visitation. Time spent in handling a grievance shall not be unreasonable or excessive. The authorized majority representative of the Teachers' Unit, or the grievant's representative, shall not be hindered, coerced, restrained or interfered with in the performance of his/her duties of investigating, presenting and adjusting grievances.

7. Resort 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 have.
8. Only the majority representative may submit grievances to advisory arbitration.

SECTION IX. ABSENCES, LEAVES AND HOLIDAYS

A. SICK LEAVE

1. HOW EARNED

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

Part-Time

Teachers working less than a full week, but no less than nineteen (19) hours in a given week, shall receive sick leave allowance on the same basis as provided in the paragraph immediately above, except at one-half of the usual rate. Night school teachers shall be allowed one (1) night of sick leave pay per semester.

2. ACCUMULATED SICK DAYS - FUNDING FORMULA

Payments to employees for accumulated sick leave shall be funded in keeping with the Memorandum of Understanding between the District and the Kansas City, Missouri Federation of Teachers, Local 691 as of August 1991.

A committee shall be formed to monitor the actuarial soundness of the fund. An annual progress report shall be issued no later than September 30th to this committee by the actuary monitoring this fund. This committee shall have two (2) members named by KCFT Local 691, one (1) by SEIU Local 12, one (1) member by the Administrators Association and two (2) members by the Superintendent.

Employees shall be allowed release time for service on the committee when school is in session. After the close of the school year employees will be paid the workshop rate set forth in the extra pay schedule.

Employees may secure a copy of the Memorandum of Understanding from the Human Resources Department.

3. **ACCUMULATED DAYS**

Sick leave allowance which an employee becomes entitled to but does not use during each school year shall be accumulated to a maximum of 200 days. Those employees having more than 200 accumulated days as of June 30, 1976 shall be allowed an accumulation equal to that held on that date for the remainder of their full time employment.

This policy allowing a maximum of 200 accumulated days shall have one exception. Employees shall be allowed to accumulate sick leave allowance for sickness causing absence beyond the maximum for the purpose of bona fide long term illness (four [4] weeks or more) which occurs at least six (6) months prior to termination of employment.

4. **SICK LEAVE BANK**

The School District of Kansas City, Missouri 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.

A. **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.

B. **Initial Employee Contribution for Sick Leave Bank Membership**

As a condition of membership in the Sick Leave Bank, an initial contribution of three (3) current or accumulated sick leave days shall be required of the

employee.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. Governing Committee

The Sick Leave Bank shall be managed by a Governing committee. The committee shall have three (3) members named by Local 691, one (1) member named by Local 12, one (1) member named by the Administrators Association and three (3) members named by the Superintendent.

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.

The Committee shall meet during normal work day 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.

I. Reports and Audits

The Governing Committee, in cooperation with the District, shall provide quarterly reports of usage and costs of utilization 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.

B. CONDITIONS UNDER WHICH SICK LEAVE ALLOWANCE MAY BE USED

1. PERSONAL ILLNESS OR INJURY

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

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

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

The doctor's certificate may be required prior to the release of the payroll check covering the period in which the absence occurred.

2. **WORK RELATED ASSAULTS**

An employee who is injured due to a "work related assault" upon his/her person (an assault of a nature which would qualify the employee for Workers' Compensation under the laws of the State of Missouri) shall be entitled to sick leave with pay necessitated by such injury; provided that such sick leave with pay shall not exceed the total number of days, not counting overtime, for which the employee is scheduled to receive pay during the twelve (12) months next succeeding the assault, and payments on account of such injury shall be reduced by the amount of Workers' Compensation in the form of temporary disability paid by reason of such injury, and provided further that the employee shall furnish evidence satisfactory to the District that the absence was, in fact, necessitated by injury from a "work related assault." Sick leave with pay for work related assault shall be separate from and in addition to any sick leave allowance.

Employees who are victims of a work related assault are encouraged to prosecute assailants. 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.

C. **LEAVE FOR ILLNESS AND/OR DEATH OF CERTAIN FAMILY MEMBERS**

1. **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, sister, brother, grandchild, anyone of like relationship by marriage, son-in-law, daughter-in-law, father-in-law or mother-in-law.

2. **DEATH**

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

D. **OTHER NON-HEALTH RELATED ABSENCES**

1. **PERSONAL BUSINESS**

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

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

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

If a substitute is needed due to the anticipated absence, it will be the responsibility of the "in charge" administrator to request a replacement through the Substitute office. Should the "personal business" days not be used by the end of the current year, they shall accumulate as sick leave allowance.

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

2. EDUCATIONAL ENGAGEMENTS

Short term periods of absence, without loss of pay, shall be granted to personnel, when approved by the Superintendent, to represent the School District at local, state or national professional meetings.

- a. Such requests shall be directed to the Division of Human Resources, in advance of the meetings.
- b. Employees shall be reimbursed for expenses incurred in attending such meetings, if the Superintendent recommends such reimbursement.

3. JURY SERVICE

All school personnel, whether required by law or not, who accept service on jury, will be awarded full pay during the period of jury service under the following conditions:

- a. Such employee shall turn in the jury summons, or copy of the summons, to the building administrator prior to any absence for service.
- b. Such employee shall turn in a certification of completions or other proof having served jury duty to the building administrator upon their return to the building.

- c. For jury service, there shall not be a charge against the employee's benefit days.

E. LEAVE WITHOUT PAY

1. MILITARY LEAVE

- a. Leave of absence not exceeding four (4) years without compensation, except as provided by R.S. Mo., Section 105.270, is granted to all regular employees in the Teachers' Unit who enter the service, either on call or voluntarily, with the Armed Forces of the United States, or who are accepted for training or service in any regularly constituted camp or school of instruction maintained and conducted by the United States Government in the preparation of officers or enlisted personnel for such services.
- b. Reinstatement in the School District is conditioned upon the filing of a request by the former employee and presentation of honorable discharge from service.
- c. Return to duty is subject to a qualifying health examination.
- d. Returning employees who meet the conditions herein prescribed are returned to positions in their classification status, if they exist, and have the privilege of accepting assignment to other vacancies provided they are still qualified to perform the duties of such position or assignment.
- e. The salary of the returning employee, following reinstatement, shall be the same as if his/her service for the School District had continued without interruption by military service; that is, the time spent on leave of absence for military service shall apply toward advancement on the salary schedule the same as if that time had been spent in the employ of the School District.
- f. Anything herein to the contrary notwithstanding, any returning employee shall have all rights and privileges provided under the Universal Military Training and Service Act, and any amendments thereto.
- g. Employees who are or may become members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits, to which otherwise entitled, for all periods of military services during which they are engaged in the performance of duty or training in the service of this state at the call of the Governor and as ordered by the Adjutant General without regard to length of time.

Time necessary for personnel called into temporary active duty with any unit of the United States Reserves of the state national guard, provided such

obligations cannot be fulfilled on days when school is not in session, shall be granted.

Any employee on military duty in the service of the United States shall be paid his/her regular salary for a maximum of fifteen (15) calendar days in any federal fiscal year in addition to any pay he/she receives from the federal government.

2. **STUDY LEAVE**

Teacher Study Leave

- a. A certified employee who has completed three (3) consecutive years service to the School 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 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 2 above shall be entitled to any increment on the salary schedule to which he/she would have been entitled had he/she remained on duty rather than taking the study leave.

3. **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 to him or her pursuant to the FMLA who presents a request supported by a doctor's statement that he/she is unable to return to work 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 of Directors, the health leave may be extended for up to one (1) year upon written request of the employee and the 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 appropriate Associate Superintendent or designee and shall include the reason for the leave and the anticipated start date and expiration date of the leave. The Associate Superintendent or 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.

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.

SECTION X. BENEFITS, RETIREMENT, SALARIES, TRAVEL

A. BENEFITS

1. HOSPITALIZATION AND DENTAL

The School District shall provide hospitalization 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, during the term of this agreement, to make contributions toward the premiums for health insurance per employee at a minimum of \$178 per month or the full cost of individual coverage in the least expensive medical option, whichever is less.

No later than August 15, 2000, the District and the Union shall meet to finalize the District paid health & dental insurance premiums based on recommendations of the District Insurance Task Force.

The District will provide dental insurance at a rate no less than what was in effect for the 1999 – 2000 school year.

The Employee Insurance Committee shall participate in all discussions concerning health and dental insurance.

2. LIFE INSURANCE

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

The Employee Insurance Committee shall participate in all discussions concerning life insurance.

3. MILEAGE

Employees whose regular assignments require that they travel from one District location to another shall be reimbursed for the mileage at the rate of \$.31 cents per mile plus parking expenses.

B. SALARIES

1. ADDITIONAL PAY FOR ADVANCED EDUCATION

Each employee will receive additional salary for advanced study as reflected on the appropriate salary schedule. The salary increase will be effective beginning the first day of the first semester for all employees who submit an official transcript to the Division of Human Resources verifying successful completion of the additional hours of advanced study on or before October 15th. For employees who submit their official transcripts after October 15th, but on or before March 1st, the salary increase will be effective beginning the first day of the pay period within which the second semester begins.

2. DEDUCTION SCHEDULE

All legal deductions, i.e., federal, state, city taxes and retirement shall be made according to applicable law. Optional deductions will be separate and be deducted according to the current deduction schedule in effect.

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

Deduction of dues for membership in the KCFT & SRP, Local 691, shall be allowed subject to the following conditions:

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

4. **DISTRIBUTION OF SALARY**

Direct deposit is available to all employees including substitutes.

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

5. EMPLOYEE'S SPECIAL DEDUCTION

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

- a. At least one hundred (100) persons voluntarily request such a deduction.
- b. The deduction request is on a form supplied by the District.
- c. The deduction must be separate from regular dues deduction.
- d. Such deducted amounts will be forwarded to the KCFT & SRP within ten (10) days.

6. EXTRA PAY POSITIONS

A. How Filled

All extra pay positions shall be advertised within the school where they are to be utilized at least ten (10) days prior to the filling of such vacancies.

Applications for all extra pay vacancies shall be filled by the principal.

The principal shall:

1. Review the applications and qualifications of all applicants.
2. Interview qualified applicants.
3. Select the applicants for the extra pay positions.

Where no teachers are available or qualified to perform duties within the extra pay classifications, the administration may utilize other district personnel.

In situations where specific skills, training, education or experience are required to fill positions related to the implementation of a magnet theme or when a position is advertised but no qualified District personnel apply to fill that position, the District may utilize non-District personnel to fill a vacant extra pay position; in all other cases District personnel shall be utilized in extra pay position.

Personnel serving in extra pay positions shall be paid the applicable rate shown in the Extra Pay Schedule of the Teachers Handbook.

B. Loss of Extra Pay Position

When an employee is notified by his/her principal that they are being removed from his/her extra pay duty the employee shall receive the reason(s) in writing from the principal.

7. **METHOD OF PAYMENT - TEACHERS**

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

Employee checks stubs will include all source of income, i.e., extended day, substitution, staff development.

Required deductions shall be equally divided among all checks.

8. **PAYMENT OF ALLOWANCE FOR ABSENCE IN THE EVENT OF DEATH**

The current salary equivalent of any earned but unused Allowance for Absence, both current and accumulated, will be paid in lump sum to the estate of any regular teacher who dies while under contract with the School District. "Current salary" shall mean the salary paid or payable to the deceased teacher during the District's fiscal year when the death occurred; and a teacher shall be deemed "under contract" when his/her signed contract has been delivered to the District.

9. **PAYOUT FORMULA FOR SEVERANCE PAY**

Employees in the unit, upon termination of employment, shall be compensated at their present rates of compensation for all earned and unused sick days according to the following formula, provided the same is permitted by applicable law, to wit:

- a. Employees shall use the 200 day limitation for accumulated sick days when computing their severance pay except for those who had more than 200 accumulated days on June 30, 1976. Employees who had more than 200 accumulated days on June 30, 1976 shall base their computations on the number of accumulated days possessed on June 30, 1976.
- b. Employees shall receive three percent (3%) credit for each year of service in the District up to a maximum of twenty-five (25) years or seventy-five percent (75%).
- c. Employees shall use their current daily rates of pay when computing severance pay.
- d. Compute severance using this formula:

Years of service times three percent (3%) [up to seventy-five percent (75%)] times the number of accumulated days times the current daily rate of pay.

A minimum of seven (7) months' service during a fiscal year shall constitute one (1) year of service.

10. 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 School 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 as fairly and equitably as practicable. Personal interviews are not a pre-requisite to summer school assignments.

It is recognized that staffing of Chapter I summer programs should be with teachers who are properly trained, competent and experienced with teaching Chapter I pupils. Any teacher who taught in a Chapter I program shall be considered eligible to serve in Chapter I summer programs.

Magnet School Summer Program

Magnet School Summer Programs shall be staffed with teachers who have been in-serviced in the theme and philosophy of their magnet program, who are competent and who are experienced in teaching the subject matter of the summer school positions for which they apply.

Pay for Summer School Teaching Assignments

The hourly rate for Summer School assignments will be the teachers' contract rate.

C. TEACHER TRAVEL

An amount of \$50,000 shall be budgeted annually for teacher travel. No teacher may use the teacher travel fund two (2) years in a row. Requests for travel must be directly related to the teacher's field of certification. Such requests shall receive priority. Travel requests must be approved by the teacher's supervisor and division director.

D. PROFESSIONAL ACTIVITIES

The Superintendent may recommend to the Board that employees be authorized to attend meetings in the interest of the District without pay deduction and with expenses paid by the District according to established allowance. The number of such absences by one (1) staff member is a judgment value on the part of the Superintendent. The total cost of such leaves is subject to budget limitations for employing substitutes and reimbursement for travel, meals and lodging.

E. PERFORMANCE PAY

1. The eligible members of the Teachers' Unit shall receive a step increase for the 2000-2001 school year on the accelerated pay schedule. In addition, performance pay shall be granted as follows:
 - a. \$400 to each member of the Teachers' Unit (employed January 1, 2000 and still employed for the 2000-2001 school year) when less than 50% of District students score in Step 1 and Progressing levels on the Missouri Assessment Program (MAP) test. Payment will be made no later than December 15, 2000 if the State informs the District no later than October 31, 2000; and
 - b. \$400 to each member of the Teachers' Unit hired before October 1, 2000 (and still employed for the 2000-2001 school year) if the District's average student attendance increases to 92 percent or more through the third quarter of the 2001 school year.

2. Every employee in the Teachers' Unit shall receive a \$200 bonus for each quarter of perfect attendance no later than 60 calendar days after the last day of the quarter.
3. Every employee in the Teachers' Unit shall be eligible for a teacher recruitment bonus as follows:

<u>Teachers Recruited</u>	<u>Bonus (per teacher recruited)</u>
1 through 4	\$250
5 or more	\$500

Teachers receiving the bonus shall be recognized at the last school board meeting of the 2000-2001 school year. The District shall hold Teacher's College/University open houses during each semester to assist the District in the recruitment of teachers.

4. The Extra Pay Schedule shall be increased by 10 percent. The position of Professional Development Committee Chair shall be added, with extra pay of \$1500 per year.
5. For the 2000-2001 school year, each tenured teacher who successfully applies for and pursues certification through the National Board of Professional Teaching Standards will receive payment of \$2000. Participation shall be limited to 50 applicants during the first year.
6. Extra hour assignment or temporary substituting shall be paid at the rate of \$25 per 45/50 minute period or \$50 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.

7. The KCMSD and the KCFT & SRP agree to meet and confer during the 2001 school year to discuss compensation adjustments for the 2001-02 school year.

F. SALARY SCHEDULES

1. CONTRACT TEACHERS, COUNSELORS* AND LIBRARIANS**

ANNUAL SALARY SCHEDULE
2000-2001
205 Days Per School Year

<u>Step</u>	<u>Bach. Degree T01</u>	<u>Bach. + 12 Grad. Hours T02</u>	<u>Mast. or Bach. + 36 Grad. Hours T03</u>	<u>Master's +15 Grad. Hours T04</u>	<u>Master's +32 Grad. Hours T05</u>	<u>PhD or Master's +60 Grad. Hours T06</u>
<u>01</u>	\$26,525	\$27,393	\$29,131	\$29,999	\$30,869	\$31,728
<u>02</u>	\$27,143	\$28,073	\$29,935	\$30,864	\$31,793	\$32,727
<u>03</u>	\$27,812	\$28,802	\$30,789	\$31,779	\$32,768	\$33,767
<u>04</u>	\$28,481	\$29,530	\$31,644	\$32,694	\$33,742	\$34,807
<u>05</u>	\$29,249	\$30,359	\$32,599	\$33,708	\$34,818	\$35,948
<u>06</u>	\$30,119	\$31,288	\$33,654	\$34,823	\$35,992	37,189
<u>07</u>	\$30,987	\$32,217	\$34,707	\$35,937	\$37,166	\$38,429
<u>08</u>	\$31,856	\$33,145	\$35,762	\$37,052	\$38,341	\$39,669
<u>09</u>	\$32,825	\$34,174	\$36,917	\$38,266	\$39,615	\$41,009
<u>10</u>	\$33,893	\$35,303	\$38,171	\$39,581	\$40,991	\$42,449
<u>11</u>	\$34,962	\$36,432	\$39,426	\$40,895	\$42,365	\$43,889
<u>12</u>	\$36,030	\$37,560	\$40,680	\$42,210	\$43,740	\$45,329
<u>13</u>	\$37,098	\$38,688	\$41,935	\$43,525	\$45,114	\$46,770
<u>14</u>			\$43,089	\$44,839	\$46,489	\$48,211

<u>15</u>	\$44,244	\$46,054	\$47,864	\$49,651
<u>16</u>	\$45,399	\$47,269	\$49,139	\$51,091

* Secondary School Counselors work an additional 15 days (220 days).
 *** Librarians work an additional 5 days (190 days)

2. **REMEDIAL READING AND BASIC SKILLS TEACHERS**

SALARY SCHEDULE

205 Days per School Year

\$300.00 Annually Above the Teacher Salary Schedule.

3. **CONTRACT RESOURCE TEACHERS**

ANNUAL SALARY SCHEDULE
2000-2001

205 Days per School Year
Others - As Specified

<u>Step</u>	<u>MA or BA +36 Grad. Hrs.</u>	<u>MA +15 (Total 45 Grad. Hrs.)</u>	<u>MA +32 (Total 62 Grad. Hrs.)</u>	<u>Ph.D. or MA + 60 (Total 90 Grad. Hrs.)</u>
	<u>T23</u>	<u>T24</u>	<u>T25</u>	<u>T26</u>
<u>06</u>	\$34,404	\$35,573	\$36,742	\$37,939
<u>07</u>	\$35,457	\$36,687	\$37,916	\$39,179
<u>08</u>	\$36,512	\$37,802	\$39,091	\$40,419
<u>09</u>	\$37,667	\$39,016	\$40,365	\$41,759
<u>10</u>	\$38,921	\$40,331	\$41,741	\$43,199
<u>11</u>	\$40,176	\$41,645	\$43,115	\$44,639
<u>12</u>	\$41,430	\$42,960	\$44,490	\$46,079
<u>13</u>	\$42,685	\$44,275	\$45,864	\$47,520
<u>14</u>	\$43,839	\$45,589	\$47,239	\$48,961
<u>15</u>	\$44,994	\$46,804	\$48,614	\$50,401

16 \$46,149 \$48,019 \$49,889 \$51,841

ALL LEVELS EXEMPT FROM OVERTIME PAYMENT

All Resource Teacher Salaries are based on the Master's Degree and five years relevant experience. Twelve (12) month appointments and less than twelve (12) month appointments shall be calculated using the same uniform daily rates.

The employee is responsible for providing Human Resources with official documentation of educational achievements which entitles the individual to additional salary for higher preparation.

4. **SECONDARY VOCATIONAL TECHNICAL TEACHERS**

ANNUAL SALARY SCHEDULE
205 Days per School Year
2000-2001

<u>Step</u>	<u>Two Year Vocational Certificate</u>	<u>Two Year Vocational Certificate Plus 16 App. Hrs.*</u>	<u>Five Year Vocational Certificate Plus 36 App. Hrs.*</u>	<u>Five Year Vocational Certificate Plus 60 App. Hrs.*</u>	<u>Five Year Vocational Certificate Plus 90 App. Hrs.*</u>
	<u>T31</u>	<u>T32</u>	<u>T33</u>	<u>T34</u>	<u>T35</u>
01	\$26,525	\$27,393	\$29,131	\$30,869	\$31,728
02	\$27,143	\$28,073	\$29,935	\$31,793	\$32,727
03	\$27,812	\$28,802	\$30,789	\$32,768	\$33,767
04	\$28,481	\$29,530	\$31,644	\$33,742	\$34,807
05	\$29,249	\$30,359	\$32,599	\$34,818	\$35,948
06	\$30,119	\$31,288	\$33,654	\$35,992	\$37,189
07	\$30,987	\$32,217	\$34,707	\$37,166	\$38,429
08	\$31,856	\$33,145	\$35,762	\$38,341	\$39,669
09	\$32,825	\$34,174	\$36,917	\$39,615	\$41,009
10	\$33,893	\$35,303	\$38,171	\$40,991	\$42,449
11	\$34,962	\$36,432	\$39,426	\$42,365	\$43,889

12	\$36,030	\$37,560	\$40,680	\$43,740	\$45,329
13	\$37,098	\$38,688	\$41,935	\$45,114	\$46,770
14			\$43,089	\$46,489	\$48,211
15			\$44,244	\$47,864	\$49,651
16			\$45,399	\$49,139	\$51,091

*Approved hours

5.

EXTRA PAY ASSIGNMENT SCHEDULE

SENIOR HIGH SCHOOL

Athletic Assignments:

Athletic Director	5,500.00 Year
Football, Basketball, Track, Cross Country, Girl's Volleyball:	
Head Coach.....	5,500.00 Year
Assistant Coach.....	2,750.00.00 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 or Cheerleader Sponsor	2,750.00 Year

Other Assignments:

Intramural (As Certified)	
53 Afternoons	1,100.00
35 Afternoons	825.00
18 Afternoons	550.00
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
Internal Finance - Accounting.....	2,200.00 Year
Audiovisual Coordinator	
Less than 1,000 Enrollment.....	1,375.00 Year
1,001 to 1,500 Enrollment.....	1,650.00 Year
1,501 to 2,000 Enrollment.....	1,925.00 Year
2,001 or more Enrollment.....	2,200.00 Year
School Department Chairperson	825.00 Year
(Maximum of 7 per high school)	

MIDDLE SCHOOLS

Intramural Activities (as certified)	
53 Afternoons	1,100.00
35 Afternoons	825.00
18 Afternoons	550.00
Director - Band AND Orchestra	3,300.00 Year
Director - Band OR Orchestra	1,650.00 Year
Director - Varsity Mixed Choir.....	1,650.00 Year
Director - Intermediate Choir	1,375.00 Year

Visual/Performing Arts (Dramatics, Musicals, Dance,
Creative & Technical) Coach, Each Production
(Maximum 6 per year)..... 825.00

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
Internal Finance - Accounting	2,200.00 Year

Audiovisual Coordinator	
Less than 1,000 Enrollment.....	1,375.00 Year
1,001 to 1,500 Enrollment	1,650.00 Year
1,501 to 2,000 Enrollment	1,925.00 Year
2,001 or more Enrollment.....	2,200.00 Year

Middle School Team Leader..... 825.00 Year

ELEMENTARY SCHOOL

Audiovisual Coordinator 605.00 Year

ALL TEACHERS

Workshop - (Summer or Off Duty Hours)

Workshop Rates Subject to Funding Agency Limitations

Participant 10.60 Hour

Instructor 12.89 Hour

Supervisor 14.75 Hour

Evening School

Instructor 12.89 Hour

Director 14.75 Hour

Professional Development Committee Chair 1,500.00 Year

Extra hour assignment or temporary substituting shall be paid at the rate of \$25 per 45/50 minute period or \$50 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.

SECTION XI. LAYOFF/RECALL OF PROBATIONARY TEACHERS

A. LAYOFF

When the Superintendent determines that layoff of probationary teachers is necessary, the criteria for selecting probationary teachers to be placed on unrequested leave of absence shall be:

1. Certification.
2. Professional preparation, which includes graduate study and substantial in-service training relating to the teacher's area of certification not possessed by a senior teacher with the same certification.

Substantial in-service shall mean training required by the District and comparable in complexity of content and amount of time as training for Follow Through #1.

3. Teachers identified for placement on leave of absence shall be grouped by area of certification and ranked by date of appointment with the District. Employees shall be placed on unpaid leave of absence beginning with the most recent appointment date.

Length of service shall encompass all continuous, full time service in any School District capacity.

B. RECALL

Recall from leave of absence shall be in reverse order of layoff in that the most senior teacher with the appropriate certification shall be recalled first.

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

No probationary teacher who is furloughed for more than two (2) calendar years will be recalled under this policy.

No contracting of new teachers shall be made while there are available probationary teachers on unrequested leave of absence who are properly certificated to fill such vacancies.

Nothing in this policy shall be construed to limit the right of the Superintendent to recommend the reduction, nonrenewal or dismissal of teaching employees through any other method permitted by law.

SECTION XII. GENERAL INFORMATION

A. TEACHER EVALUATION

A Teacher Performance Assessment Committee will be established. The KCMSD, and the KCFT and SRP will each designate seven (7) permanent members, with other persons being utilized on an as-needed basis. The members shall be identified by June 5, 2000. Team members should include Elementary, Middle, Secondary, Special Education and Administration representatives.

A prototype Teacher Performance Assessment Instrument shall be adopted by August 1, 2000. The committee will continue in existence throughout the 2000-2001 school year to assess the effectiveness of the Instrument, and where necessary, to modify the provisions of the Instrument. The Instrument will be aligned with the Accountability and Professional Development Plans.

Any team member working on this Committee shall be paid at their regular rate of pay. Payment shall be made within forty-five (45) days of the August 1 deadline in a separate check.

The Committee will present the finalized version to the Superintendent by March 1, 2001.

The first meeting shall take place no later than June 12, 2000.

B. WORKSHOPS

In an effort to improve the performance of teachers, the District encourages the active participation of the majority representative of teachers in the planning, designing and implementing of staff development programs.

C. SUPPLIES

The variety and quantity of instructional materials and supplies must be sufficient to ensure the individual pupil's opportunity for achievement.

The District shall maintain an appropriate quantitative and qualitative level of these instructional materials and supplies in its schools from the beginning and throughout the school year.

D. EMERGENCY SUPPLY ORDERS

Where instructional items are needed on an emergency basis, and are not readily available (whether not stocked initially, or the supply is exhausted, or for any other reason), and are of a petty cash nature (\$150.00 or less), the teacher shall consult with the principal. If specifically authorized by the principal and not precluded by an instructional budget limitation, may proceed to purchase such items. The teacher shall give an original receipt to the principal to receive reimbursement.

E. FULL TIME SUBSTITUTES IN VACANCIES

Any substitute teacher maintained in the same vacant teaching position for ten (10) weeks will be evaluated by the principal and if favorably evaluated and recommended by the principal and the superintendent, will be given a contract by the District for the remainder of the school year and shall receive all benefits of any other contract teacher. Such evaluation will be completed by the end of eight (8) weeks of service with a copy of the evaluation being given to the teacher.

For purposes of this Board Policy, a vacant teaching position shall mean a permanent teaching position that was not created by a teacher on leave, long term absence or off payroll.

The building administrator will make every reasonable effort to assist the teacher in achieving satisfactory performance.

F. NEW POLICIES AFFECTING UNIT

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

SECTION XIII. SUBSTITUTE PERSONNEL SERVICE
(For Information Only)

A. SUBSTITUTES TO BE ASSIGNED TO CERTAIN BUILDINGS

Those buildings which have a large number of teachers absent each day shall be assigned one (1) to three (3) substitutes on a daily basis so long as the need exists.

B. SUBSTITUTE TEACHER SERVICE

1. The regular teacher or school reports an approaching absence. As soon as the need for a substitute is known, the teacher who is absent, or his/her school principal, or an office employee in the school, (but only one of these) should report the following information to the Technician in charge of Substitute Teachers in the Division of Human Resources.

- a. Name of the teacher who is absent or whose absence is anticipated.
- b. Reason for and probable length of absence.
- c. Name of the school to which the teacher is assigned.
- d. Grade or subject to be taught by substitute teacher.

2. Planning for the Substitute Teacher

Much of the effectiveness of school control depends upon good teaching. Control can be lost during the absence of the teacher for even a few days, consequently, good control demands good substitute service. Good service, in turn, presupposes organization and planning for the substitute teacher.

- a. Outlines, bell schedules, charts, explanation of fire drills and other aids must be readily available at a moment's notice.
- b. Materials must be organized, instead, from the long range point of view and kept up-to-date so that the class can go on properly no matter what emergency sends someone else in to fill the regular teacher's post.
- c. It is expected that the absent teacher will, if circumstances permit, make plans and suggest procedures, so there may be only minimum interruption of the regular school program.

3. A regular teacher who has been off duty is to call his/her principal by 9:00 a.m. of any day when he/she expects to resume work at noon and one hour before the closing of school of the day prior to the day he/she expects to resume work in the morning.

- a. A substitute teacher who is to be released by noon shall be notified by 10:00 a.m. or by the close of the school day if he/she is not to report for duty in the same assignment the next morning.
- b. Upon release the substitute teacher shall notify the Division of Human Resources at once concerning his/her availability.

C. GENERAL INFORMATION

1. Aiding substitute teachers with local school regulations.

- a. The first few minutes with a new class are very important, therefore, the principal, or someone designated by him/her, should escort the substitute teacher to the classroom and present him/her to the class.
- b. Inasmuch as some procedures vary from school to school, it would be helpful if each principal would prepare a set of helpful instructions for substitute teachers.
 - i) Secondary school principals may help by explaining plans for reporting attendance, library passes, lunch permits and hall passes, and by furnishing a chart of the building, showing location of health center, fire escapes and auditorium.
 - ii) Elementary principals may help by informing the substitute teacher concerning the following: time for special meetings, such as assembly, clubs, student council; location of supplies; plan for playground supervision; physical education program; library facilities; project rooms available; procedure for cafeteria service; procedure for handling money; arrangements for showing films and irregular dismissals.

2. Appointment and Assignment

- a. Substitute teachers are appointed annually to take the place of regular teachers who are absent on account of illness or other emergencies.
 - i) They are not under contract with the School District.
 - ii) They are assigned on call from the Central Office of the School District and are paid for the number of days taught.
 - iii) In recommending appointment of substitute teachers, preference is given degree graduates and teachers formerly under contract in the system.

2. Certification

To be eligible for appointment as a substitute teacher, an applicant must be eligible for a Missouri Certificate to teach.

4. Suggestions to Substitute Teachers

To assure the best in school service, the following points are suggested for the substitute teacher's attention:

- a. Report to the principal upon arrival and before leaving.
- b. Arrive thirty (30) minutes before the opening session.
- c. Write name on chalkboard so pupils may learn it.
- d. Follow outlined plans and routine as closely as possible.
- e. Keep accurate records of attendance.
- f. Make entries in record book in pencil only.
- g. Be aware that when children are interested and busy, fewer discipline problems will arise.
- h. Check papers if it is the wish of the regular teacher.
- i. The substitute teacher should avoid erasing any special work on the chalkboard, changing seats permanently, giving out books permanently and any irregular dismissal except through the office.

5. On Completion of Assignment

- a. The substitute teacher should leave for the regular teacher, a brief resume of work covered in each project or period, lesson plans, record of achievement and comments that he/she deems pertinent.
- b. When a substitute teacher has completed an assignment and is not to return to the same school the next day, he/she is expected to call the secretary in charge of substitute teachers.
 - 1) This procedure makes it possible for the substitute teacher to be placed immediately on the available list for further assignment.

6. Availability: 6:00 a.m. to 9:00 a.m.
- a. Substitute teachers desiring assignments should be available by telephone each morning from 6:00 a.m. to 9:00 a.m.
 - b. They are asked not to telephone the Central Office between these hours as this interferes seriously with emergency calls coming in from schools.

7. Salaries

The salaries of substitute teachers for the time served shall be in accordance with the provisions of the salary schedule.

D. SUBSTITUTE TEACHER FACULTY PARTICIPATION

Substitute teachers shall not be required to attend open houses, P.T.A. meetings or other public oriented meetings.

Substitute teachers in vacancies or long assignments are expected to attend faculty meetings and other school related meetings scheduled for immediately before or after the school day.

AGREEMENT TO COLLABORATE BETWEEN THE KCMSD AND KCFT

The KCMSD Board and the KCFT Local 691 agree to explore a process of decision-making that will deliberately place greater authority and responsibility for education and related decisions within the school itself. The KCMSD Board and the KCFT will jointly explore changes in structures and procedures that will facilitate this change with goals of:

- Providing better collaboration in quality educational services;
- Placing the decision-making closer to the teaching and learning;
- Creating an environment that can listen better and respond more quickly to the parents and the student's needs; and
- Improving the work environment of administrators and teachers, which is ultimately the learning environment for children.

The parties also believe that in the process of the implementation of Site-Based Decision Making, there will be a growing sense of openness of communication, trust, and ultimately an attitude to collaboratively solve problems for the education of pupils in the KCMSD.

Section 2 - Oversight Committee

To oversee and guarantee the integrity of Site-Based Decision-Making, an oversight committee should be formed. The role and makeup of the oversight committee shall be established by the Leadership Committee subject to the agreement of the KCMSD and KCFT.

Section 3 - Site Councils

Each school will have a site council consisting of professional staff (principal and instructional staff) making up a simple majority. The site council shall also include parents, other support staff, and in the case of a senior high school, students as well. Composition of the site councils is subject to the approval of the oversight committee.

The size of the school, the size and complexity of its instructional staff, and its grade levels will all influence the committee composition.

The Site Council's goal is to make decisions about school issues such as site budgets, curriculum staffing, and day-to-day operation of the school. In general, the Site council wants to make certain that high quality decisions, that are appropriate, are made at the school level.

(Note: No staff member shall be excluded from the bargaining unit as a supervisory managerial employee within the meaning of the Labor Relations Act by reason of his/her participation in Site-Based Management.)

Section 4 - Limitations

The parties agree that we are willing to explore all the implications of the Site-Based Decision-Making process. However, none of us is able to set aside our legal responsibilities or certain dimensions of our organizational roles. Therefore, it is understood that unless exceptions are made, (see Section 5 below) this process cannot change:

- State and Federal law as they pertain to us;
- Missouri Department of Public Education rules and regulations;
- The agreements between and of the organized labor groups and the KCMO Board of Education

Section 5 - Waivers

The Oversight Committee will accept requests for waivers from any existing policy, regulation, or a portion of the labor agreement. These requests will then be referred to KCFT and Board of Education for appropriate action.

12. It is clearly understood that these exceptions are not precedent setting, not system wide.
13. The exceptions are temporary and are automatically rescinded each June 15 unless specifically extended.
14. The Sites report to the Oversight Committee the implications, successes and failures based on these exceptions.

Section 6 - Voluntary Involvement

Involvement in this process, at least in the first steps, is voluntary on the part of individuals and school sites. Schools will not be forced early into this Site-Based Decision-Making process.

Individuals within schools are also free not to participate even if one's school is chosen. Obviously, the Oversight Committee hopes there will be a strong majority in participating schools to insure the environments in these schools will be very participative, team oriented, and parent and child focused.

At the same time, no adverse employment action will be taken against any staff member because of his/her non-participation in a Site-Based Decision-Making arrangement.

Section 7 - Slowing or Withdrawal

The parties recognize that the mutual exploration of Site-Based Decision-Making may lead into difficult areas and unforeseen problems. We each take this risk in good faith and with a readiness to examine our own attitudes and behaviors and improve together. So that each side may have the necessary safeguards and acceptance of the process, the School Board or the KCFT has the right to request either a slow-down and in extreme cases, a withdrawal from the joint process.

Each side can exercise this option by a formal letter to the other stating the desire to slow down or withdraw, and stating the reasons. There will then be a "cooling off" period of sixty (60) days during which the sides will meet at least twice to discuss the issues(s), possibly using a third party consultant. If after the 60-day period one party wants to withdraw, the process and agreement will be considered terminated.



APPENDIX

A. 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 sick day on the day before the holiday and the day after the holiday.

Holidays for teachers shall be:

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

B. 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 radio and television stations of the closing by 5:15 a.m.

C. STANDARDS FOR STAFF FACILITIES

Hallways, classrooms, washrooms, entrance ways, lunchrooms, playgrounds and teacher lounges will be cleaned as often as needs dictate.

Adequate levels of washroom supplies (paper towels, tissue and soap) shall be maintained in the faculty washrooms.

D. FINANCIAL INFORMATION - INDIVIDUAL SCHOOLS

A budget control statement shall be supplied to each school monthly. This statement provides each school with full information about each budget line for that school.

Within each school, allocation of resources among departments or grade levels is a qualitative judgment for line administrators. The principal, after consultation with representatives of departments, grade levels and programs, may determine the allocation of resources within each school subject to the approval of the appropriate administrator.

School administrators shall make suitable arrangements for teacher access to budget control statements in a manner consistent with individual school operations.

E. HEALTH INFORMATION

Health information about a student shall be recorded and maintained as a part of the student's health record. Students' health records shall be confidential.

When faculty members obtain information about the health of a student, they shall inform the building administrator.

In the event that a building administrator obtains information that the health of a student is such that it may seriously impair the student's ability to participate in educational or extra-curricular activities, or may pose a risk to other students or school personnel, the building administrator shall, after consulting with the student and/or the parents of the student, inform the appropriate faculty members of the health information.

In the event that a student is injured, sick, physically or mentally impaired and information in the student's health record may be necessary to allow faculty members to assist in providing necessary care and treatment, such information shall be provided to those faculty members from the student's health record.

F. LEAVE PURSUANT TO FAMILY AND MEDICAL LEAVE ACT

1. GENERAL PROVISIONS

- a. Definitions applicable to leave under the Family and Medical Leave Act of 1993 ("FMLA") are provided in the Division of Human Resources.
- b. Information on FMLA rights and responsibilities is provided at Appendix B to the section pertaining to FMLA leave.
- c. The District will use a fiscal year, July 1 of the first year through June 30 of the following year, to determine eligibility for leave under the FMLA.
- d. The District will maintain coverage under the group health and life insurance plans for up to twelve (12) weeks of leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously. The District may recover from the employee the premium the District paid for maintaining coverage for the employee under the group health plan if the employee fails to return from unpaid leave, in accordance with the FMLA.

- e. All requests for FMLA leave, whenever possible should be submitted to the Division of Human Resources. Information related to the status of the leave, medical certifications, and requests for restoration must be submitted to the Division of Human Resources.
- f. Whenever an employee requests leave of any kind, the District may inquire of the employee in an effort to determine the reason for the request and whether FMLA qualifying leave is sought.

2. **PROVISIONS REGARDING FMLA APPLICABLE ONLY TO EMPLOYEES WORKING IN AN INSTRUCTIONAL CAPACITY**

- A. Leave on a reduced leave schedule or intermittent leave for a serious health condition of an employee or the son, daughter, spouse or parent of an employee employed principally in an instructional capacity is subject to the following additional limitations:
 - 1. If the leave is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty (20) percent of the total number of working days in the period during which the leave would extend, the District may require that such employee elect either:
 - a. to take leave for periods of a particular duration not to exceed the duration of the planned medical treatment; or
 - b. to transfer temporarily to an available alternative position offered by the District for which the employee is qualified, and that i) has equivalent pay and benefits, and ii) better accommodates recurring periods of leave than the regular position of the employee.
 - 2. Employees taking leave which constitutes twenty (20) percent or less of the working days during the leave period would not be subject to transfer to an alternative position.
 - 3. If an instructional employee does not give required notice of foreseeable FMLA leave, the District may, in lieu of the options under 1, above, require the employee to delay taking of leave until the notice requirement is met.
- B. Leave because of the birth or placement of a child, or the serious health condition of the son, daughter, spouse or parent of an employee employed principally in an instructional capacity is subject to the following additional limitations:

1. If the employee begins leave during the period that commences five (5) weeks or less prior to the end of the academic term, the District may require the employee to continue taking leave until the end of the term if:
 - a. the leave is of greater than two (2) weeks duration; and
 - b. the return to employment would occur during the two (2) week period before the end of the term.
 2. If the employee begins leave during the period that commences three (3) weeks or less prior to the end of the academic term and the duration of the leave is greater than five (5) working days, the District may require the employee to continue to take leave until the end of the term.
- C. If an employee employed principally in an instructional capacity begins any leave under the FMLA for any reason more than five (5) weeks prior to the end of the academic term, the District may require an employee to continue taking leave until the end of the academic term if:
1. the leave is of at least three (3) weeks duration; and
 2. the return to employment would occur during the three (3) week period before the end of the term.
- D. The employee may be replaced on a temporary basis by a substitute teacher, based on the anticipated expiration date of the leave.
- E. In the case of an employee who is required to take leave until the end of the academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement.

3. HEALTH LEAVE

- a. An employee may request an unpaid leave of absence, intermittent unpaid leave, or unpaid leave on a reduced leave schedule for up to twelve (12) weeks due to the employee's serious health condition. Such unpaid leave is in addition to the earned sick leave allowance. An employee may elect to substitute Sick Leave Bank days, where appropriate, for unpaid FMLA leave. Both paid and unpaid leave will count toward an employee's FMLA leave allowance; the length of leave approved by the District will be determined on an individual basis. The leave may be limited by or conditioned on any of the limitations or conditions on leave which may be required by the District under the FMLA or any other federal or state law or regulation.

- b. The employee must support the request for leave with a certification from the employee's health care provider at least thirty (30) days prior to the commencement of the leave, or as soon as practicable if the leave must be commenced in less than thirty (30) days. The certification from the employee's health care provider must be made on the form available from the District's Division of Human Resources and must be fully completed. A copy of the form which may be used by the District is attached in the Appendix on the Family and Medical Leave Act. However, the District may require a different form or additional information upon written notice to the employee.
- c. An employee who does not provide an adequate certification within fifteen (15) calendar days of a request by the District for the certification may be denied leave until an adequate certification is provided, unless it is not practicable for the employee to do so despite the employee's diligent, good faith efforts. The District will advise an employee whenever it finds a certification incomplete, and provide the employee a reasonable opportunity to cure any such deficiency. If the employee never produces the certification, the leave is not FMLA leave.
- d. The District may require, at the District's expense, that the employee obtain the opinion of a second or third health care provider, in accordance with the FMLA and other federal and state laws and regulations.
- e. On a reasonable basis, and when deemed necessary by the District, the District may require the employee to provide additional certifications from the employee's health care provider and/or information about the status of the employee and the intention of the employee to return to work.
- f. An employee whose circumstances have changed such that the employee requires more or less leave than originally authorized must notify the District as soon as possible after the changed circumstances become known to the employee; in no case may this be less than two (2) business days after learning of the changed circumstances if the employee will be returning earlier than originally scheduled. In all other cases the employee must return to work on the date originally specified. As a condition of restoration, an employee must provide a fitness for duty certification from the employee's health care provider that the employee is able to return to work, unless the employee is advised in writing by the District that no such certification is required. An employee who has met all conditions of restoration will be restored to the position of employment held by the employee when the leave commenced or to an equivalent position.
- g. Each day or partial day an employee is absent due to the employee's own serious health condition, and for which the employee is compensated under the provisions of the Sick Leave Bank, shall count toward the twelve (12) weeks of leave under this policy.

4. LEAVE FOR BIRTH AND CARE OR PLACEMENT BY ADOPTION OR FOSTER CARE OF A SON OR DAUGHTER

An employee may use accumulated leave or may request an unpaid leave of absence for up to twelve (12) weeks because of 1) the birth of or in order to care for the employee's son or daughter, or 2) the placement of a son or daughter with the employee for adoption or foster care. The following guidelines will apply:

- a. The leave provided under this policy for a birth or placement of a son or daughter shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.
- b. When the need for leave is foreseeable, the employee must provide the District with not less than thirty (30) days' written notice of the employee's intention to take the leave prior to the commencement of the leave. If the birth or placement requires that the leave begin in less than thirty (30) days, the employee must provide notice as soon as practicable.
- c. On a reasonable basis, and when deemed necessary by the District, the District may require the employee to provide information about the status of the employee and the intention of the employee to return to work.
- d. Unless the length of the expected leave is specified it will be twelve (12) weeks. An employee who desires to return to work prior to the date specified at the beginning of the leave must submit a request in writing for restoration at least two (2) business days prior to the new intended return date. An employee who has met all conditions for restoration will be restored to the position of employment held by the employee when the leave commenced or to an equivalent position.

5. LEAVE FOR SERIOUS HEALTH CONDITION OF A SON, DAUGHTER, SPOUSE OR PARENT

- a. An employee may request an unpaid leave of absence, intermittent unpaid leave, or unpaid leave on a reduced leave schedule for up to twelve (12) weeks in order to care for the son, daughter, spouse or parent of the employee, if such son, daughter, spouse or parent has a serious health condition. An employee may elect to substitute accrued paid vacation leave (and/or up to five (5) days of sick leave allowance as described below) for unpaid FMLA leave. Except as provided herein, leave under this policy will be unpaid. The length of leave approved by the District will be determined on an individual basis. The leave may be limited by or conditioned on any of the limitations or conditions on leave which may be required by the District under the FMLA or any other federal or state law or regulation.
- b. The employee must support the request for leave with a certification from the health care provider of the employee's son, daughter, spouse or parent at least thirty (30) days prior to the commencement of the leave, or as soon

as practicable if the leave must be commenced in less than thirty (30) days. The certification from the health care provider must be made on the form available from the District's Division of Human Resources and must be fully completed. A copy of the form which may be used by the District is attached in the Appendix on the Family and Medical Leave Act. However, the District may require a different form or additional information upon written notice to the employee.

- c. An employee who does not provide an adequate certification within fifteen (15) calendar days of a request by the District for certification may be denied leave until an adequate certification is provided, unless it is not practicable for the employee to do so despite the employee's diligent, good faith efforts. The District will advise an employee whenever it finds a certification incomplete, and provide the employee reasonable opportunity to cure any such deficiency. If the employee never produces the certification, the leave is not FMLA leave.
- d. The District may require, at the District's expense, that the employee's son, daughter, spouse or parent obtain the opinion of a second or third health care provider, in accordance with the FMLA and other federal and state laws and regulations.
- e. On a reasonable basis, and when deemed necessary by the District, the District may require the employee to provide additional certifications from the health care provider of the son, daughter, spouse or parent and/or information about the status of the son, daughter, spouse or parent and the intention of the employee to return to work.
- f. An employee whose circumstances have changed such that the employee requires more or less leave than originally authorized must notify the District as soon as possible after the changed circumstances become known to the employee; in no case may this be less than two (2) business days after learning of the changed circumstances if the employee will be returning earlier than originally scheduled. In all other cases the employee must return to work on the date originally specified. An employee who has met all conditions of restoration will be restored to the position of employment held by the employee when the leave commenced or to an equivalent position.
- g. Each employee may use up to five (5) days of sick leave allowance for leave under this policy; provided, if an employee uses sick leave allowance in excess of earned sick leave allowance, each one (1) day or partial day of this use shall reduce the employee's sick leave allowance anticipated to be earned as of the end of the current school year by one (1) day or partial day. Use or reduction of partial days of earned or unearned sick leave will only be allowed for leave taken in accordance with the FMLA. Any reduction in excess of the employee's earned sick leave allowance shall be considered

unearned sick leave allowance and shall be subject to all other provisions relating to unearned sick leave allowance. An employee may not use the Sick Leave Bank for leave under this policy.