



Kansas City, Missouri
SCHOOL DISTRICT

At the heart of success.



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

2014 - 2017

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

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

An Equal Opportunity Employer

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ARTICLE I. TERM OF AGREEMENT

EMPLOYEE DISCUSSION – GUIDELINES

The term of this Agreement shall remain in effect until August 1, 2017, unless a new agreement has not been reached between the parties. In such case, the terms of this agreement will remain in effect until a new agreement has been reached or impasse declared. All language in this Agreement shall remain as written in the Agreement for those years. The parties will make every effort to reach a new agreement before the expiration date on August 1, 2017.

Between the dates of July 1, 2014 and October 1, 2014, the parties will meet no less than monthly to review sections of the contract not discussed during the 2014-15 negotiations. Any changes agreed to during that time will result in both parties signing a Memorandum of Understanding, and changes will go into effect at the time of the signing.

On the fourth Friday in October 2017, the representatives of the Union and the District Administration will meet at a mutually agreed upon location to exchange discussion packages. The discussion of items shall begin the first Tuesday in November. The dates, times and places of discussion sessions shall be determined by mutual consent of the Union's representative and the District Administration's representative.

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

ARTICLE II. UNION AND MANAGEMENT RIGHTS

A. RIGHTS OF ORGANIZATIONAL ASSOCIATION

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

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

B. RECOGNITION

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

Any employee organization or group of employees wishing to displace the majority

representative of the unit described above shall, by March 1 of any year in which an election is authorized, file a petition with the Superintendent of Schools.

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

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

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

C. NON-DISCRIMINATION BY THE MAJORITY REPRESENTATIVE

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

D. MAJORITY REPRESENTATIVE INFORMATION

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

E. UNION COMMUNICATIONS

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

The on-site Union representative will be responsible for maintaining the Union bulletin board. Union communications may also be placed in the employee pickup boxes, subject to Board and Administrative Policy.

F. VISITS TO SCHOOLS

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

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

G. RELEASED TIME FOR UNION DISCUSSION TEAM MEMBERS

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

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

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

- 1) Each authorization for dues deduction shall be in writing and signed by the employee.
- 2) Authorizations for dues deduction shall be on a form approved by the Human Resources Department.
- 3) An authorization to begin dues deduction shall be received in the Human Resources Department at least thirty (30) days prior to the date of the first deduction.
- 4) Dues deductions for an individual employee shall be canceled within thirty (30) days of receipt by the Human Resources Department of a written request for such cancellation signed by an employee. The employee must contact both the Union office and the Finance Department before their dues are canceled. No Union dues deductions will be canceled between May 1 and August 15 of each year.
- 5) No more than one deduction of dues for organization membership shall be made for any employee.
- 6) No deductions of dues shall be made until:
 - a) Formal application for dues deduction has been filed by the organization.
 - b) The organization has submitted a minimum of one hundred (100) individual authorizations or a number of authorizations equal to ten percent (10%) of the people eligible for membership, whichever is greater or approved by the Board.
 - c) The organization executes an agreement satisfactory to the District, to hold the District, the Board and its agents and employees, harmless for the consequences of deducting such membership dues.
- 7) Membership dues shall be forwarded to the appropriate employee organization within ten (10) days after deduction.

I. EMPLOYEES' SPECIAL DEDUCTION

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

- 1) At least one hundred (100) persons voluntarily request such a deduction.
- 2) The deduction request is on a form supplied by the District
- 3) The deduction must be separate from regular dues deduction.
- 4) Such deducted amounts will be forwarded to the Union within ten (10) days.

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

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

K. MAJORITY REPRESENTATIVE PARKING SPACE

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

L. MANAGEMENT RIGHTS CLAUSE

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

- 1) Exercising according to law the executive management and administrative control of the District and all of its properties, facilities, and equipment, and the activities of the employees during work hours.
- 2) Adopting policies, rules and regulations.
- 3) Managing and controlling all fiscal affairs of the District.
- 4) Determining the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, or departments, and the relocation or closing of schools, offices, departments, buildings, or other facilities.
- 5) Determining the type and quantity of supportive services, including all supplies and equipment necessary to operate the District system and to establish the procedures necessary to manage and control the operations of the District.
- 6) Determining employee qualifications, establishing hiring procedures, and hiring all employees, determining employee assignments and the condition of their continued employment, dismissal or promotion.
- 7) Determining job content and providing timely notice of any changes to the employee.
- 8) Determining the size of the management organization and its function.
- 9) Approving in-service training activities for employees.

- 10) Establishing and conducting an evaluation program to determine the effectiveness and competence of all District employees.
- 11) Determining staffing allocations for all schools, departments and District operations.
- 12) Any terms, procedures, policies or limitations not specifically articulated in the agreement(s) shall be left to the discretion of the administration for interpretation and enforcement.

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

ARTICLE III. LABOR MANAGEMENT COLLABORATION

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

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

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

It is the District's and the Union's intention to explore and tailor a collaborative framework that supports our mission to provide a quality education for all children. Listed below are the current labor management collaboration committees.

COLLABORATION COMMITTEES

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

A. ADOPTION OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS

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

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

- 1) Organization and Structure of the ARAC
 - a) The ARAC will consist of seven administrators appointed by the District and seven members appointed by the Union.
 - b) The ARAC will meet on a monthly basis.
- 2) Purposes of the ARAC
 - a) To organize subcommittees whenever the District considers the adoption of textbooks/ instructional materials, programs or initiatives in any specific subject area, program or grade level.
 - i) The ARAC will review the recommendations of the subcommittees and determine a final recommendation based on a majority vote.
 - ii) The ARAC will submit recommendations to the Superintendent for consideration and final approval. The Superintendent is not required to follow the ARAC recommendation(s).
 - b) The ARAC will evaluate programs, initiatives, and assessments on an on-going basis, provide feedback to the Superintendent, and make recommendations on any changes and/or modifications that may become necessary during the year.
- 3) Subcommittees
 - a) The Subcommittee will consist of up to twenty (20) District teachers from the appropriate subject area or grade level who wish to serve and twenty District members which can include curriculum experts and other district administrators selected by the Superintendent.
 - b) The Subcommittee shall meet as determined by the ARAC.
 - c) The purpose of the Subcommittee will be to research, evaluate and make recommendations regarding the adoption of textbooks/instructional materials, programs or initiatives.
 - d) The Subcommittee has the right to consider alternative textbooks/ instructional materials programs or initiatives in addition to those presented by the District, including Request for Information.
 - e) The Subcommittee shall determine its final recommendation by majority vote and report its recommendation to the ARAC. The report shall include its recommendation, data to support the Subcommittee's decision and any comments from Subcommittee members who dissented.
 - f) The ARAC will submit the recommendation of the Subcommittees to the Superintendent.
- 4) Training will occur before implementation of newly adopted textbooks, instructional materials, programs and initiatives.

B. COMMITTEE ON DISCIPLINE ENFORCEMENT (CODE)

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

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

C. FACULTY ADVISORY COMMITTEE

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

The elections for Faculty Advisory Committee members shall be no later than September 15. The term of office for these members shall be one (1) year. The size of the Faculty Advisory Committee shall be no less than five (5), but no more than seven (7) members.

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

- 1) Discussing concerns, recommendations, and/or proposals from the instructional staff and implementation of new programs, regulations, and/or procedures by the administration;
- 2) Assisting, as requested, with the preparation of agendas for faculty meetings;
- 3) Analyzing data on discipline and making recommendations to resolve discipline problems;
- 4) Forwarding suggestions regarding modifications on the Code of Student Conduct to the Committee on Discipline Enforcement (CODE); and

- 5) Assisting the Building Administrator in the ordering and distribution of classroom supplies. The administrator shall see that:
 - a) All supply orders within budget limitations are sent to the proper agent.
 - b) The Administrator will communicate with the appropriate District employee to maintain up-to-date information on the status of supply orders. Within three (3) working days of the time the administrator learns of any delay, reduction, or other action affecting supply orders, the committee will be notified.
 - c) During the school year, supplies received shall be made available to teachers promptly. Supplies shall be distributed among teachers on an equitable basis.
- 6) Assist in resolving staff concerns prior to filing a grievance.

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

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

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

D. EMPLOYEES' INSURANCE COMMITTEE

- 1) The Health Insurance Task Force, including the Employees' Insurance Committee, will have the opportunity to participate in discussions concerning health, dental, and vision insurance products. The Health Insurance Task Force, including the Employees' Insurance Committee, will examine basic products and coverage made available by the Human Resources Department.
 - a) The Human Resources Department will develop Requests for Proposal (RFP's) to vendors for the health, dental and vision insurance.
 - b) The Human Resources Department will present at least three (3) options (assuming there are three responsive bids to the Request for Proposal) to the Board with a recommendation, including the recommendation of the Health Insurance Task Force.
 - c) The Task Force shall be comprised of the Employees' Insurance Committee and other such administrative departments as designated by the District.
- 2) The Employees' Insurance Committee will participate in the monthly insurance update meetings.

E. JOINT TRAINING ON THE COLLECTIVE BARGAINING AGREEMENT

The Union and the District will jointly train the Union Building Representatives, the site-

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

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

F. MONTHLY DISCUSSION MEETINGS

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

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

G. TEACHER PERFORMANCE ASSESSMENT ADVISORY COMMITTEE

The development of a new Teacher Performance Assessment will allow for the establishment of a Teacher Performance Assessment Advisory Committee. The District and Union will each designate an equal number of members to serve on this committee. The members shall be identified one month prior to the initial meeting. Team members should include Elementary, Middle, Secondary, Special Education and Administration representatives. The Committee will annually review the Teacher Performance Assessment for updates/revisions, which shall serve as recommendations but are not binding on the administration in revising the performance assessment tool.

H. ENERGY EFFICIENCY CAMPAIGN

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

I. TEAM KCMSD

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

ARTICLE IV. GENERAL PROVISIONS

A. ACADEMIC FREEDOM

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

B. CLASSROOM INTERRUPTIONS

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

C. DISCIPLINE AND PRIVACY OF EMPLOYEES

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

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

D. EMPLOYEE MEETINGS

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

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

All other building usage by employees shall be subject to Board Policy relating to use of District property by members of the public.

E. INCLEMENT WEATHER COMMUNICATIONS

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

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

F. NEW POLICIES AFFECTING UNIT

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

G. PARENT TEACHER CONFERENCES

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

H. PERSONNEL RECORDS

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

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

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

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

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

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

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

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

J. SENIORITY

Seniority (length of service) shall be defined as the number of consecutive days of employment in the District. Such days shall include authorized absences. Seniority shall not be applicable in any circumstance where it is not explicitly defined or identified as a factor.

K. SOCIAL ACTIVITIES, INDIVIDUAL CONDUCT AND DRESS

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

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

Business casual is defined as:

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

Attire such as gym clothes (unless specific to employment position), miniskirts, tee shirts, beach wear (including flip-flop shoes), see-through clothing, halter tops or

blouses, which expose the midriff area, backless sun dresses, and tight-fitting athletic wear worn together with oversized tee-shirts is not acceptable. Denim fabric may be worn as long as it is not in the form of overalls, coveralls or blue jeans.

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

L. SPACE FOR ITINERANT PERSONNEL

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

M. TEACHER RESPONSIBILITY FOR GRADES

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

N. UNSAFE OR HAZARDOUS CONDITIONS

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

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

O. CODE OF CONDUCT

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

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

P. TECHNOLOGY & SUPPLIES

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

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

A. WORK YEAR FOR TEACHERS

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

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

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

Holidays

The teacher contract this year went from 205 days to 185 days which results in increasing the daily per diem. Holidays which are observed on normal school days are non-paid.:

- 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) Non-Paid Holidays shall be:
 - a) Labor Day (when school opens before Labor Day)
 - b) Fall Vacation – Thanksgiving (as designated by the Board)
 - c) Winter Vacation (as designated by the Board)
 - d) Presidents' Day
 - e) Spring Vacation (as designated by the Board)
 - f) Martin Luther King, Jr.'s Birthday
 - g) Memorial Day

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

B. WORK YEAR FOR SECONDARY COUNSELORS

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

C. WORK YEAR FOR LIBRARIANS

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

- 1) Librarians shall work two (2) days before the regular teacher work year to prepare the library for the opening of school and two (2) days after the regular teacher work year to inventory and close down the library for summer.
- 2) Librarians shall work an additional one (1) day which may occur before or after the regular teacher work year depending on the needs of the school.
- 3) Librarians shall receive their regular daily rate of pay for all extra days worked. The salary for the extra five (5) days will be incorporated into the twenty-four (24) pay cycle.

ARTICLE VI. WORKDAY PROVISIONS FOR CERTIFIED STAFF

A. TEACHER WORKDAY

- 1) The workday of a teacher shall be:
 - (i) Monday, Tuesday, Thursday, Friday – seven (7) hours and thirty-five (35) minutes
 - (a) The teacher shall have a twenty-five (25) minute preparation time at the beginning of these four days. If student supervision is needed during that time, the Faculty Advisory Committee and administration will develop a fair and equitable duty schedule where teachers will supervise on a rotating basis one time a week. The schedule will be distributed and posted quarterly.
 - (b) If any teacher is needed for supervision more than one (1) day a week, that teacher will receive stipend pay prorated for the minutes worked.
 - (c) Ten (10) minutes after the student day may be used for supervision.
 - (ii) Wednesday – eight (8) hours and thirty (30) minutes

- (a) Seventy-five (75) minutes will be used for professional development, data cycle meetings, staff meetings or department/grade level meetings.
 - (b) The Faculty Advisory Committee and administration will determine whether the seventy-five (75) minute period will come before or after the student day.
 - (c) If supervision is needed before the student day, supervising teachers will receive stipend pay prorated for the minutes worked. The Faculty Advisory Committee and administration will develop a fair and equitable duty schedule. The schedule will be distributed and posted quarterly.
 - (d) Principals have the option of cancelling but cannot change any meetings without forty-eight (48) hour notice – Any changes must be approved by the Superintendent and/or his designee.
 - (e) Any minutes not used for professional development, data cycle meetings, staff meetings or department/grade level meetings will revert to planning time.
 - (f) The seventy-five (75) minute period will be used for planning time and not be used for professional development, data cycle meetings, staff meetings or department/grade level meetings on the following weeks:
 - (i) Last week of school when students are in session.
 - (ii) Weeks in which there is a full day of professional development scheduled.
 - (iii) Weeks in which there are Parent/Teacher Conferences.
 - (g) The seventy-five (75) minute period will be used for planning time and not be used for professional development, data cycle meetings, or department/grade level meetings during the following weeks. However, if necessary, thirty (30) minutes of the seventy-five (75) minute period may be used for staff meetings on the following weeks:
 - (i) First week of school when students are in session
 - (ii) The second to the last week of school when students are in session.
- (iii) The full time teacher shall have a minimum of two hundred and fifty (250) minutes of on-site individual planning time each week. This time may not be used for meetings or training of any kind, i.e., team, grade level or department meetings, with the exception of IEP meetings. (School related off-site individual planning must be pre-approved.
- (iv) The length of the teacher workday when students are not in attendance will be seven (7) hours with one (1) hour provided for a lunch break.
- (v) The workday duties of the teacher shall be teaching classes or participating in Common Time responsibilities.
- (vi) The teacher shall have a thirty (30) minute duty-free lunch period.

B. OTHER WORKDAY PROVISIONS

1) Professional Development

- 1) Teachers shall participate in the three (3) professional development days at the beginning of the school year.
- 2) During the student school year, teachers will also participate in one full day of professional development.

- 2) Teachers will have two and one half (2.5) workdays to work in their rooms. No meetings can be called by administration on workdays.
- 3) No professional development, staff meetings or department/grade level meetings will be scheduled during the hours allotted for teacher workday.
- 4) Teacher lunch period during professional development/work days will be one (1) hour, which may be taken at the end of the day if it does not conflict with planned professional development activities.
- 5) Faculty Meetings – Faculty meetings shall take place on Wednesdays during the seventy-five (75) minute period. In the case of an emergency or extenuating circumstance, a faculty meeting may take place beyond the regular scheduled school day but only with the prior approval of the Superintendent. The Superintendent shall notify the KCAFT president of the meeting. An emergency is defined as a serious, unexpected and often dangerous situation requiring immediate action.

1) Scheduling of Teachers' Classes

- a) Teachers will be scheduled for no more than three (3) hours without a planning period or duty-free lunch except in situations where mastering scheduling does not allow for such flexibility. No teacher, however, will be scheduled for more than four (4) clock hours in succession without a planning period or duty-free lunch period. A clock hour is defined as one hour or sixty (60) minutes.
 - b) In scheduling of secondary school classes, the number of lesson preparations shall be kept at the minimum consistent with the teacher's subject or field, size of the department, and special offerings of the department. Every effort shall be made to schedule the number of lesson preparations not to exceed the maximum of three (3) per semester. However, in cases of emergency or when additional planning periods exist in a teachers' schedule, a fourth lesson preparation may be added.
 - c) Teachers not carrying a full load can be assigned substitute duties.
- 2) Portions of the workday not designated for particular use in this provision shall be used for individual planning time.

C. COUNSELOR AND LIBRARIAN WORKDAY

- 1) The workday for counselors and librarians shall be the same as the workday for teachers.
- 2) Counselors and librarians shall adhere to the provisions as listed in Workday Provisions for Certified Staff, and shall have a thirty (30) minute duty-free lunch period.
- 3) School counselors shall:

- a) Not be assigned duties that require taking punitive disciplinary action in respect to student violations of school rules or applicable laws. This statement of exemption in no way relieves counselors of the duty to assist students so involved with further adjustment services.
 - b) Have the right to exercise confidentiality in protecting the counselor/student relationship in accordance with American School Counseling Association code of ethics. While this code gives certain professional privilege to the counselor in respect to confidentiality between counselor and counselee, it makes the counselor responsible to "an appropriate responsible authority" if he/she discovers "an imminent and clear danger to the counselee or client or others."
- 4) School libraries and resource centers fulfill an important role in the school's instructional program.
- a) Librarians should not be used as substitute teachers. If, however, a clear emergency situation exists, librarians may be utilized as substitute teachers if given released time from library responsibilities during the period librarians are serving as substitute teachers.
 - b) Libraries shall not be used as disciplinary centers or detention facilities for disruptive children who are unable to perform in their regular classroom assignments.
 - c) Elementary librarians who are full time librarians in one elementary school and who are required to teach classes will have one extra individual preparation time for shelving and other library duties per week.
 - d) Elementary librarians who work in more than one elementary school and who are required to teach classes will have one extra individual preparation time each week for shelving and other library duties at each school in which they work.

D. SPECIAL EDUCATION TEACHER WORKDAY

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

ARTICLE VII. ASSIGNMENTS/REASSIGNMENT/REORGANIZATION/TRANSFERS

A. ASSIGNMENT OF TEACHERS WITHIN A SCHOOL OR PROGRAM

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

service shall be considered in the placement.

At least ten (10) days preceding the opening of a semester each teacher will be informed in writing of his/her grade level/subject assignment. Necessary changes in a teacher's program shall be discussed with the teacher by the principal.

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

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

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

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

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

Procedure A. Voluntary Transfer

Members of the Teacher's Unit desiring to transfer to vacancies in another school or program for the following school year shall file a written request with the Human Resources Department no later than March 15 of the year immediately preceding the year for which the transfer is desired. Whenever a teacher requests a voluntary transfer, that teacher may not cause the transfer of another teacher.

- 1) No later than April 15 of each year, the Human Resources Department will make available to members of the Teachers' Unit the voluntary transfer form, a listing of all known vacancies and the schools/sites where those vacancies occur up to and including those vacancies through April 10.
- 2) Members of the Teachers' Unit will have seven (7) calendar days to submit their requests.
- 3) Each member of the Teachers' Unit may include up to three selections on the voluntary transfer form.
- 4) The Human Resources Department, in conjunction with the principal, shall notify the interviewees of the decision by May 15th.
- 5) If a vacancy becomes available after April 10th, members of the Teachers' Unit who had requested voluntary transfers by the April 15th deadline but did not get their transfer request, may reapply for the available vacant position(s).

- a) Members of the Teachers' Unit will have until the last day of school to submit their requests; however, vacancies may be filled before this date.
- 6) A principal is not required to select a teacher that requests a transfer to his or her building, and in selecting transfer teacher candidates, seniority does not have to be considered by the principal/HR in making the decision.

Procedure B. Involuntary Transfer

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

ARTICLE VIII. LAYOFF/ RECALL AND TERMINATION OF PROBATIONARY TEACHERS

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

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

A Layoff

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

B Recall

- 1) The criteria for recalling probationary teachers shall be followed in the order listed below:
 - a Certification
 - b Programmatic needs as identified below, may be considered in the following order:
 - (i) Employee has certifications pertinent to the job.
 - (ii) Employee has a unique skill set specific to the job.
 - (iii) Employee has training and professional development relative to the job.
 - c Seniority
 - d Professional preparation, which includes:
 - (i) Educational based coursework (graduate study)
 - (ii) Professional development training in or outside the district
 - (iii) Advanced Degrees
- 2) If a probationary teacher on unrequested leave of absence under this policy is sent a recall notice, that teacher shall have ten (10) calendar days to affirmatively respond. Failure to respond within this period shall constitute a resignation from the District.

C General Provisions

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

- 4) Termination of probationary staff shall comply with applicable state law(s) at the time of termination.

Article IX: Permanent (Tenured) Teachers

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

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

ARTICLE X. GRIEVANCE PROCEDURE

A. DECLARATION OF PURPOSE

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

B. DEFINITIONS

- 1) A "grievance" is an alleged violation or claimed misinterpretation or claimed misapplication of the terms and conditions of this Agreement, an Administrative or School Board Policy directly related to working conditions of employees in the Unit.
- 2) A "class grievance" is an alleged violation or claimed misinterpretation or claimed misapplication of the terms and conditions of this Agreement, an Administrative or School Board Policy filed by a group of employees in the Unit or the Union on behalf of a group of employees in the Unit directly related to working conditions of employees in the Unit. Every effort will be made to identify all members of the class no later than the date of the Step Two hearing.
- 3) "Grievant" shall mean an individual member of the bargaining Unit or a group

of members of the bargaining Unit or, the Union.

- 4) The term “step” refers to the separate and distinct procedures to be followed in the processing of grievances.
- 5) “Union” shall mean the Kansas City Federation of Teachers & School-Related Personnel (KCFT & SRP).
- 6) “District” shall mean the Kansas City Public Schools (KCPS).
- 7) “Termination” shall mean the termination of classified staff. Termination of certified staff shall follow state law and is further articulated in Articles VII and IX of the Collective Bargaining Agreement applicable to certified staff.
- 8) “Hearing Officer” shall mean the individual charged with the duty of rendering decisions at a designated step of the grievance procedure.
- 9) “Expedited Arbitration” shall be defined as the method of arbitration which will most expeditiously permit full presentation of the evidence and arguments of the parties.

C. PROCEDURES AND TIMELINES

1. Details of grievance proceedings shall be kept confidential, unless otherwise required by legal process.
2. In the situation where new, relevant, information comes to light, subsequent to any step in the grievance procedure, the grievance shall revert to the preceding step where such information would have been relevant, had it been known. The Union and the District shall agree to which step the grievance shall revert. Failure to agree will result in the grievance reverting to the previous step. The new information shall be presented at that previous step, and the grievance shall proceed thereafter in accordance with the regular procedure as if that step had not been taken previously.
3. Except for pre-grievance decisions, all decisions shall be rendered in writing at each step of the grievance procedure and transmitted to the Union and the Grievant.
4. At any step, upon request, the grievant may be accompanied by a union representative and the grievant is encouraged to present his/her grievance orally to his/her immediate supervisor.
5. All grievances shall be in writing and shall include the following:
 - a. Name and location of the employee or group of employees involved;

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

13. Resorting to the grievance procedure shall not constitute an election of remedies by an employee, but if appropriate and after exhausting the grievance procedure, an employee shall have the right to pursue any legal remedies which he/she might otherwise possess.
14. Discrimination and harassment complaints shall be reported pursuant to School Board policy.
15. Unless otherwise agreed to by the parties, any settlement documents, orders and monetary payments resulting from any step of the grievance process shall be satisfied within forty (40) calendar days from the date of the award.
16. An employee has a right to pursue any and all courses of action he or she believes exist in a court of law; filing a grievance does not preclude an employee from pursuing legal action. If an employee files a complaint (or petition) in State or federal court or with any administrative agency (such as but not limited to EEOC or MCHR), the grievance procedure shall be immediately suspended until the legal proceeding is completed or dismissed.
17. If an employee is successful in his or her grievance appeal and is awarded monetary relief, the District shall not be responsible for back-pay and benefits for any days that a claim, filed by the grievant, was also pending in a court of law or administrative agency that caused the grievance process to be delayed.
18. The timelines contained herein will be strictly adhered to. The party that fails to follow the timeline guidelines will automatically lose the grievance.
19. Step 6 (arbitration) shall only be available for the following grievance categories:
 1. Nonpayment for services rendered
 2. Termination
 3. Class action grievance

D. STEPS OF THE GRIEVANCE PROCEDURE

Prior to filing a first step grievance the employee or his/her representative will notify management of the need to address a matter, which would qualify as a grievance, within five (5) working days of the issue being known. Once management has received the request to meet, a meeting will be scheduled within three (3) working days to attempt to resolve the matter informally. By agreement of the employee or his/her representative and management, this meeting time restriction can be extended for an additional 2 days. If, after the meeting, the issue remains unresolved the employee has the right to initiate a formal grievance starting at the first step. In addition, when management has a need to meet with an employee, the employee will be given the specific reasons for the meeting, and if the need for the meeting is disciplinary or may lead to discipline the employee will be given the opportunity to arrange for representation

prior to the start of the meeting. Management shall not be obligated to postpone the meeting for more than 48 hours if the employee's representative is unable to meet. Representation is limited to a member of the Union, and does not include legal representation prior to the filing of a formal grievance.

1) Step One – Immediate Supervisor

- a) Within five (5) working days of the time that the grievant receives a response to the required pre-grievance informal resolution process, the grievant or the Union shall state the grievance in writing on the approved "Employee Grievance Form" to the building principal, administrative designee, or immediate supervisor.
- b) Within five (5) working days after receiving the written "Employee Grievance Form," the building principal, administrative designee, or immediate supervisor shall hold a meeting with the grievant and his/her representative.
- c) Within five (5) working days after the meeting, the building principal, administrative designee, or immediate supervisor shall communicate his/her response in writing on the "Employee Grievance Form" to the grievant and the Union.

2) Step Two - Human Capital Management

- a) If the grievance is not resolved to employee's satisfaction at Step One, the grievant may appeal to Step Two by filing the "Employee Grievance Form" with Human Capital Management within ten (10) working days of receipt of the building principal's, administrative designee's, or immediate supervisor's response,.
- b) The Chief of Human Capital Management (or designee) will review the grievance. The Chief of Human Capital Management (or designee) will rule on the grievance within 10 working days.
- c) If the Chief of Human Capital Management (or designee) does not rule in favor of the grievant, the grievance may be appealed to Step Three or to Step Four if Step Three is waived as provided herein.

3) Step Three – Grievance Mediation

- a) Within ten (10) working days of receiving the grievance decision of the Chief of Human Capital Management (or designee), either party may request mediation, per the guidelines of the Federal Mediation and Conciliation Services (FMCS).
- b) If the grievance is not resolved through grievance mediation, the grievant

may, within ten (10) working days after the conclusion of the grievance mediation, appeal to Step Four (Hearing Officer).

4) Step Four - Hearing Officer

- a) If the grievance is not resolved at Step Three, or if Step Three is waived by the parties prior to the expiration of the ten days following the decision at Step Two, within ten (10) working days of receipt of the decision or waiver of Step Three, the grievant may appeal to Step Four by filing the "Employee Grievance Form" with the designated Hearing Officer.
- b) Within fourteen (14) calendar days after receiving the Step Four appeal, the designated Hearing Officer shall hold a hearing with the grievant, his/her representative, and the administration.
- c) Within ten (10) working days after the hearing, the designated Hearing Officer shall provide his/her decision in writing on the "Employee Grievance Form" to the grievant and the Union.

5) Step Five – Superintendent Review

- a) Within twenty (20) calendar days of receiving the decision of the Hearing Officer as described in Step Four, either party may request review at Step Five.
- b) No less than 10 working days from receipt of the request for review the Superintendent or designee, (which shall be a Cabinet Member) shall review the documentation and written position statements from both parties, will consult with the appropriate Union representative and Administration representative, and shall issue a decision within ten (10) working days following said consultations. Such consultations by the Superintendent may be held jointly and/or separately. The Chief of Human Capital Management and the Union may develop additional timelines/guidelines for the orderly submission of such documentation and written position statements hereafter. The decision shall be final unless it is a grievance in one of the following categories:

1. Nonpayment for services rendered
2. Termination
3. Class action grievance.

6) Step Six - Binding Arbitration

- a) This step shall only be available for the following grievance categories:
 1. Nonpayment for services rendered
 2. Termination

3. Class action grievance.

- b) Within ten (10) working days of the conclusion of the Superintendent's review the Union or the grievant may file a demand for arbitration.
- c) In the event that the Union makes a demand for arbitration, the Union and the District, through their respective representatives shall attempt to select an arbitrator within 10 working days of the appeal. In the event that the parties are unable to mutually agree, they shall make mutual application to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators.
- d) Within ten (10) working days of receiving the list of the seven (7) arbitrators, the parties will, absent mutual agreement, alternately, beginning with the District, strike names from the list until the final name is reached. Thereafter, the arbitrator shall be notified of his/her selection by either party or jointly.
- e) Within ten (10) working days of the appointment of the arbitrator by the FMCS, the date of the arbitration hearing will be selected.
- f) The arbitrator shall have no power to add to, delete from, or modify the terms of the negotiated Agreement.
- g) Each party shall bear the full cost of its representation in the arbitration process. Neither party will be permitted to present in the arbitration any grounds or evidence which has not been previously disclosed to the other party, absent unforeseen circumstances, such as surprise or other revelation of facts that were beyond the good faith knowledge of either party, until such time as the discovery of said information.
- h) The decision of the arbitrator shall be final and binding on the Union, the grieving employee and the district, and shall be enforceable in the Circuit Court of Jackson County.
- i) Each party shall bear its/her/his own full cost of representation in the arbitration. The cost of the arbitrator will be divided equally between the parties.

ARTICLE XI. BENEFITS – ABSENCES, LEAVES AND HOLIDAYS

A. PAID TIME OFF (PTO)

When it is necessary for an employee in the Teachers' Unit to be absent, except in emergency situations, the employee will notify the principal or building administrator at least

seventy two (72) hours before he/she is to be absent. In emergency situations, the employee shall notify the principal by 6:00 a.m. of the day the employee is to be gone. Paid Time Off (PTO) Days may only be used for illness, bereavement days, FMLA leave and short term (less than 3 days) personal business. PTO is not intended to be used for vacation leave or to facilitate other employment opportunities.

Each employee in the Teachers' Unit shall be given three (3) PTO days at the beginning of the school year. Employees of the Teachers' Unit shall then earn one (1) day (7.77 hours) per month for each month worked.

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

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

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

1. If he or she is absent more than three (3) consecutive days for personal illness or injury; or
2. In the event that misuse of PTO days is reasonably suspected.

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

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

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

PTO to which an employee becomes entitled but does not use during each school year, shall accumulate to a maximum of two hundred (200) days for purposes of computation of the formula for compensation upon separation from employment with KCPS and/or time off.

B. PAYCHECK INFORMATION

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

C. HOLIDAY PAY

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

D. SERIOUS HEALTH CONDITION OF CERTAIN FAMILY MEMBERS

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

E. BEREAVEMENT POLICY

In the event of a death of either an immediate family member or a person who was a close non-family member to a regular, full-time employee:

1. The employee shall be granted bereavement leave of absence with pay and without loss of Paid Time Off (PTO) benefits for up to a maximum of three (3) regularly scheduled days within a two (2) week period;
2. The employee shall be allowed to use an additional two (2) days (PTO) or vacation allowance or, if the employee has no remaining PTO or vacation allowance, the employee may take an unpaid leave of absence for such two (2) additional days; and
3. The employee may request additional bereavement leave from management, which shall be approved by the District if it determines such leave is operationally feasible. The employee must use PTO, vacation, holiday, or unpaid time for such additional approved leave.

For purposes of the Bereavement Policy,

1. "Immediate family member" is defined as a son, daughter, spouse, parent, grandparent, sister, brother, grandchild or anyone of the same relationship by marriage.
2. A "close non-family member" is defined on a case-by-case analysis of a legally undefined relationship between the employee and the decedent.
3. Paid bereavement leave shall not count as hours worked in determining eligibility for weekly overtime or consecutive days pay.
4. The District reserves the right to require supporting documentation (e.g., death certificate, obituary, or documentation from the funeral home).

F. SICK LEAVE BANK

The Unit and KCPS agree that the "Sick Leave Bank" has had limited participation among eligible employees and shall be discontinued and the Unit and KCPS agree to distribute the hours among the participants in a fair and equitable manner.

G. WORK-RELATED ASSAULT LEAVE

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

- 1) To be eligible for assault leave, the member must apply for and be granted workers' compensation, subject to the workers' compensation laws and procedures of the State of Missouri.

- 2) In addition to the worker's compensation benefits, the member shall be granted assault leave for a maximum of 10 working days.
- 3) During the time that the employee is on assault leave, pursuant to this provision, there shall be no loss in benefits or reduction in accumulated sick leave.

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

H. JURY SERVICE

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

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

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

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

- 1) This time can be taken when District teachers have Parent-Teacher Conferences scheduled for their students.
- 2) The time for meeting with a teacher or attending a parent-teacher conference is approved, in writing, at least five (5) days in advance by the Building Administrator.
- 3) The employee provides a written statement to the Building Administrator, confirming attendance at a parent-teacher conference or meeting with his/her child's teacher, upon returning to his/her work assignment.

J. LEAVE WITHOUT PAY

- 1) STUDY LEAVE

Teacher Study Leave

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

2) EXTENDED LEAVES FOR UP TO ONE YEAR

a) Health Leave

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

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

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

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

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

b) Parental Leave

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

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

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

K. AUTHORIZATION OF PROFESSIONAL ACTIVITIES

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

L. ATTENDANCE INCENTIVE

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

ARTICLE XII. BENEFITS – COMPENSATION AND INSURANCE

A. FINANCIAL PACKAGE FY 2015

- 1) For FY 2015, the salary schedule for the Teacher Unit will be adjusted upward by 1.0%.
- 2) Members of the Teacher Unit who are eligible for a step (hired prior to January 1, 2014) shall receive a step increase on this adjusted salary schedule.
- 3) In addition to #1 above, steps 16A and 20A on the salary schedule for the Teacher Unit:
 - a. Will be permanently adjusted upward by another 1%.
 - b. Will include an additional one time 1% salary increase for the 2015 school year.
- 4) KCFT & SRP and the KCPS agree to meet during FY 2015 to restructure the salary scale so that step percentages are equalized.

B. METHOD OF PAYMENT – TEACHERS

Teachers shall receive 24 equal semi-monthly checks through direct deposit. No early

checks will be issued. Employee check stubs will include all sources of income, i.e., extended day, substitution, and staff development. Required deductions shall be equally divided among all checks.

C. REIMBURSEMENT FUNDS

The District will maintain a fund to cover loss of employee's personal property due to physical assaults, theft, or vandalism in school buildings that are not covered by existing insurance.

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

Reimbursement from the district will be limited to two hundred dollars (\$200) per occurrence. After the first claim for loss of jewelry, reimbursement for jewelry loss will be limited to one hundred dollars (\$100) per occurrence. A maximum payment of three hundred dollars (\$300) per occurrence will be made for vandalism to an employee's vehicle. Employees may be required to submit a police report, insurance coverage and other documents as required by the District to be eligible for payment.

D. TEACHER SUBSTITUTION DUTIES

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

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

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

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

E. ADDITIONAL PAY FOR ADVANCED EDUCATION

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

Resources verifying successful completion of the additional hours of advanced study.

F. MILEAGE

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

G. ACCUMULATED DAYS AND SEVERANCE PAY - PAYOUT FORMULA

Accumulated Days

1) Employees Hired prior to January 1, 2009

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

2) Employees Hired after January 1, 2009

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

Severance Pay - Payout Formula

1) Employees Hired prior to January 1, 2009

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

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

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

2) Employees Hired after January 1, 2009

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

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

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

H. INSURANCE PRODUCTS

Hospitalization, Dental, and Vision Benefits

The District shall contribute a minimum of \$710.14 per month toward hospitalization, dental, and vision insurance to eligible employees in the Teachers' Unit. The employee shall select an insurance plan from options provided by the District. Should the amount of money provided by the District not cover the insurance premium of the plan selected by the employee, the employee will be required to pay the premium difference. Payment of the premium difference will be through payroll deduction.

I. LIFE INSURANCE

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

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

ARTICLE XIII. EXTRA PAY AND COACHING POSITIONS

A. EXTRA PAY POSITIONS

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

M. When an employee is notified that he/she is being removed from his/her extra pay position the employee shall receive the reason(s) in writing.

N. Only removal from an extra pay position during the course of the school year shall be grievable.

B. COACHING POSITIONS

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

C. SECONDARY TEAM LEADERS/DEPARTMENT CHAIRPERSONS

- 1) Secondary team members/ department members shall select their respective team leader/department chairperson using the following process:

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

ARTICLE XIV. SUMMER SCHOOL PROVISIONS

A. SUMMER SCHOOL ASSIGNMENT

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

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

B. THEME/SPECIALTY SCHOOL SUMMER PROGRAMS

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

C. SUMMER SCHOOL COMPENSATION

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

D. SUBSTITUTION IN SUMMER SCHOOL AND COMPENSATION

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

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

E. WORKDAY

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

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

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

The parties acknowledge and agree to the terms reached under the 2011 – 2014 CBA, contained herein and described, in full, in the preceding pages. This agreement is effective September _____, 2011 as approved by the Kansas City, Missouri School District Board of Directors and the membership of the KCFT & SRP. It shall expire in compliance with the terms contained in the document.

KCFT & SRP

KCMSD

Date

Date