



Kansas City, Missouri  
SCHOOL DISTRICT

*At the heart of success.*



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

**2020-21 through 2022-23**

THE KANSAS CITY PUBLIC  
SCHOOL DISTRICT

2901 Troost Avenue  
Kansas City, Missouri 64109  
An Equal Opportunity Employer

KANSAS CITY FEDERATION OF  
TEACHERS & SCHOOL-RELATED  
PERSONNEL, AFT #691

300 E. 39<sup>TH</sup> Street, Suite 1J  
Kansas City, Missouri 64111

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## **ARTICLE I. TERM OF AGREEMENT**

### **EMPLOYEE DISCUSSION – GUIDELINES**

The term of this Agreement shall remain in effect until August 1, 2023, 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, 2023.

On the second Friday in December 2022, 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 January. 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(s).

In those years in which discussions are not scheduled, the only items that can be discussed are salaries and benefits, specifically health, life and dental insurances, and one non-budgetary item unless another is mutually agreed upon 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 recognized 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 16th 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 REPRESENTATION 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 OR COMMITTEE ON POLITICAL EDUCATION (COPE) CONTRIBUTIONS FOR MEMBERSHIP IN THE KCFT & SRP – LOCAL 691**

This section applies to members utilizing this process.

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 provided by the Union, approved by the Payroll Department.
3. An authorization to begin dues deduction shall be received in the Payroll 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 Payroll Department of a written request for such cancellations signed by an employee. The employee must contact both the Union office and the Payroll 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:
  - i) Formal application for dues deduction has been filed by the organization.
  - ii) 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.
  - iii) 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. 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 after final approval and signatures.

#### **J. MAJORITY REPRESENTATIVE PARKING SPACE**

The District shall provide one (1) parking space at the Board of Education 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.

## **K. 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 the 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 of relocation of its facilities, including the establishment or relocations of new school, 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 and evaluate the solutions and agree on recommendations.

## **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 and 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
  - i) The ARAC will consist of seven administrators appointed by the District and seven members appointed by the Union.
  - ii) The ARAC will meet on a monthly basis.
2. Purposes of the ARAC
  - i) 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.
    - (1) The ARAC will review the recommendations of the subcommittees and determine a final recommendation based on a majority vote.
    - (2) The ARAC will submit recommendations to the Superintendent for consideration and final approval. The Superintendent is not required to follow the ARAC recommendation(s).
3. Subcommittees
  - i) 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 (20) District members which can include curriculum experts and other district administrators selected by the Superintendent.
  - ii) The Subcommittee shall meet as determined by the ARAC.
  - iii) The purpose of the Subcommittee will be to research, evaluate and make

recommendations regarding the adoption of textbooks/instructional materials, programs or initiatives.

- iv) 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.
- v) 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.
- vi) 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:
  - i) 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;
  - ii) Examine recommendations from the Staff Advisory Committees on discipline concerns; and
  - iii) 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 the 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 classified employees.

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

The function of the FAC 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. Assist in resolving staff concerns prior to filing a grievance.

The FAC may also include, but is not limited to the following duties:

1. Assisting, as requested, with the preparation of agendas for faculty meetings;
2. Analyzing data on discipline and making recommendations to resolve discipline problems; and
3. Forwarding suggestions regarding modifications on the Code of Student Conduct to the Committee on Discipline Enforcement (CODE).

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

The FAC meetings shall be open meetings. School instructional staff other than FAC members may attend the meetings.

The building principal is not bound by any decision of the FAC.

#### **D. EMPLOYEES' INSURANCE COMMITTEE (EIC)**

1. The EIC will have the opportunity to participate in discussions concerning health, dental, and life insurance products. The EIC will examine basic products and coverage made available by the Benefits Department.
  - i) The Benefits Department will develop Requests for Proposal (RFPs), at least every five years, to vendors for the health, dental and life insurance.
  - ii) The Benefits Department will present at least three (3) options (assuming there are three (3) responsive bids to the RFP) to the Board of Directors with a recommendation, including the recommendation of the Health Insurance Task Force.
  - iii) The Task Force shall be comprised of the EIC and other such administrative departments as designated by the District.
2. The EIC 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 July or 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.

## **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 ensure prompt actions in emergencies 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 the Union will each designate an equal number of members to serve on this committee. 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.

# **ARTICLE IV. GENERAL PROVISIONS**

## **A. ACADEMIC FREEDOM**

Employees do not give up their constitutional rights during work 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**

Classroom interruptions should always be kept to a minimum. The intercom is not intended for communication which could not be addressed through an individual call to a classroom or via the use of other technology to staff.

1. A general schedule for announcements will be included in every school's handbook. Use of unscheduled school-wide announcements shall be kept to a minimum and in line with the goals and needs of the school.
2. Construction and Repairs – Reasonable effort will be made to notify 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 6:30am or later than 5:30pm and are subject to previously scheduled school or professional activities.

The KCFT & SRP will be allowed to use the available District buildings for meetings and professional development without cost. Meetings will be scheduled with the Office of Curriculum, Instruction and Professional Development.

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 5:15am. The District will first post the closing on the District Web Page, and then notify radio and television stations of the closing. The automated phone contact system used by the District for school closings will be programmed so that employees of early 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:
  - i) The teacher shall meet with the parent at the first opportunity, or
  - ii) The teacher shall attempt to contact the parent within twenty-four (24) hours.

- iii) All attempts should be logged into the Tyler system. Where a parent/teacher conference cannot be scheduled, the teacher will work with the principal to determine the best next steps to communicate with the parent.
- 3. Conduct during the 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 or 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 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 for Art, Music, Physical Education, Computer Teachers, and Librarians should allow for the maximum possible as well as providing released time for elementary classroom teachers on an equitable basis. There should be a minimum of five (5) minutes passing time between classes.

## **J. SENIORITY**

Seniority (length of service) shall be defined as the number of consecutive days of employment with 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 employee 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 Public Schools, 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 shall be defined as:

1. Slacks, pants, and suit pants – slacks 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 or leggings worn together with oversized tee shirts is not acceptable. Leggings may be worn with skirts, dresses, sweaters or tops that are no shorter than the mid-thigh. Denim fabric may be worn with the exception of overalls, coveralls or blue jeans.

Friday 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 KCPS District, AFT, KCPS school-specific or college/university 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, in compliance with district grading policies and procedures as posted on the district website, 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/her designated central office instructional administrator.

#### Student Evaluation and Report Cards

1. Teachers will be given at least three (3) full working days after the end of the quarter or mid-quarter grading periods to submit report cards or grade sheets, with the exception of the final grading period (If the end of the second quarter comes within three (3) days of winter break, the Union and Administration shall meet at least thirty (30) days prior to the scheduled end of quarter to determine an alternative grade submission deadline).
2. PreK-11<sup>th</sup> grade teachers shall submit report cards or grade sheets on the last day of the teacher work year unless they have made arrangements with the Building Administrator to submit them at a later date.
3. Teachers of senior students shall submit report cards or grade sheets one week before graduation unless they have made arrangements with the Building Administrator to submit them at a later date.

#### **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 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 AND 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 first 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.

For the 2020-21 School Year, teachers shall be required to report on ~~the Monday two weeks~~ Friday, August 7<sup>th</sup>. The teachers shall have 10 days of work prior to the beginning of the students' school year on Monday, September 8<sup>th</sup>. There will be a 2-week intercession from Monday, August 17<sup>th</sup>- Friday, August 28<sup>th</sup>, which are non-workdays for teachers. The 10 teacher workdays prior to the start of the student year shall be seven-hour days designated as such:

1. August 7<sup>th</sup>: Principal/Staff Planning (Virtually)
2. August 10<sup>th</sup>: 12<sup>th</sup>: Teachers' Institute (District wide PD)
3. August 13<sup>th</sup>: .5 Principal PD/ Safe Schools training
4. August 14<sup>th</sup>: Teacher Workday
5. August 17<sup>th</sup>: August 28<sup>th</sup>: School Opening Intercession- Non-workdays
6. August 31<sup>st</sup>: Principal PD/ Convocation
7. September 1<sup>st</sup>: Teacher Workday
8. September 2<sup>nd</sup>: Teacher Workday
9. September 3<sup>rd</sup>: .5 Principal PD/ Teacher Workday
10. September 4<sup>th</sup>: Non-Teacher Workday

#### Parent Teacher Conference Weeks

1. October 28<sup>th</sup>: .5 Student day/ Parent teacher conferences
2. October 29<sup>th</sup>: Parent Teacher Conferences (10:00am-6:00pm)
3. October 30<sup>th</sup>: Non-workday
4. February 24<sup>th</sup>: .5 Student day/ Parent teacher conferences
5. February 25<sup>th</sup>: Parent Teacher Conferences (10:00am-6:00pm)
6. February 26<sup>th</sup>: Non-workday

#### Non-workdays

1. Election Day: November 3<sup>rd</sup>
2. Fall Break: November 25<sup>th</sup> – 27<sup>th</sup>
3. Winter Break: December 21<sup>st</sup>- January 1<sup>st</sup>
4. Spring Break: March 29<sup>th</sup>- April 2<sup>nd</sup>

#### Additional Key Dates

1. January 4<sup>th</sup>: .5 PD/ .5 Workday (No school for Students)
2. April 5<sup>th</sup>: Teacher Workday
3. June 11<sup>th</sup>: Students' last day of school (.5)/Teachers' last day

KCPS & AFT #691 will meet annually in February to identify specific dates for the above.

## **Holidays**

The teacher contract went from 205 days to 185 days in 2015-16 which resulted in increasing the daily per diem. Holidays which are observed on normal school days are unpaid:

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. Unpaid holidays shall be:
  - i) Labor Day (when school opens before Labor Day)
  - ii) Fall Vacation – Thanksgiving (as designated by the Board)
  - iii) Winter Vacation (as designated by the Board)
  - iv) Martin Luther King, Jr.'s Birthday
  - v) Presidents' Day
  - vi) Spring Vacation (as designated by the Board)

The school calendar will include two full weeks at the Winter Vacation and one full week at the Spring Vacation, 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.
  - i) All work shall be on a voluntary basis and must be pre-approved by the Superintendent and/or designee.
  - ii) 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 the 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.

#### **D. WORK YEAR FOR ESL RESOURCE TEACHERS**

ESL Resource Teachers shall work twenty (20) days longer than the regular teachers in some combination of days before and after the school year days.

ESL Resource Teachers shall work up to five (5) days before the regular work year to prepare for the opening of school and fifteen (15) or more days if five (5) days not worked beforehand.

1. The fifteen (15) days at the end of the school term are to close out the current year and provide support for the establishment of summer programs. If the beginning of summer school is more than ten (10) days after the end of the regular school year,
2. ESL Resource Teachers may be required to work the first five (5) days of summer schools. In no event will they be required to work more than fifteen (15) days after the end of the school year if they have already completed the other five (5) days.
3. ESL Resource Teachers shall receive their regular daily rate of pay for all extra days worked. The salary for the extra twenty (20) days will be incorporated into the twenty-four (24) pay cycle.

#### **E. WORK YEAR FOR MISSOURI OPTIONS & MIDDLE COLLEGE TEACHERS**

1. Missouri Option Teachers & Middle College will work fifteen (15) days longer than traditional teachers as scheduled by the program supervisor. These days will be used for student data collection, admissions testing, student-parent Missouri Option & Middle College Orientations and transportation set up so students may begin on the first day of school.
2. Missouri Option Teachers & Middle College will be notified of their starting date prior to the close of the preceding school year. Should the program supervisor desire to split the 15 days between the beginning of school and the end of school, the teacher will be notified at that time.
3. Missouri Option Teachers & Middle College may be asked by the program supervisor to report early for duty before the beginning of their work year.
  - i) All work shall be on a voluntary basis
  - ii) Missouri Option Teachers & Middle College shall receive their regular rate of pay for such voluntary assignments.
4. Missouri Option Teachers & Middle College will receive first preference for Missouri Option & Middle College Summer School if it is deemed by the department that such a class is necessary for student success, with the approval of the program supervisor.

#### **F. TEACHERS WITH EXTENDED CONTRACT**

Teachers with extended contracts beyond the positions outlined above will be compensated the additional days at their hourly wage. The days worked in these extended day contracts will be determined by the need of the program.

## **ARTICLE VI. WORKDAY PROVISIONS FOR CERTIFIED STAFF**

### **A. TEACHER WORKDAY**

1. The workday of a teacher shall be:
    - i) Seven (7) hours and 35 minutes Monday through Friday with the exception of PLC/Building Wednesday, when it will be an eight (8) hours and thirty-five minute day.
  2. The teacher shall have a twenty-five (25) minute preparation time at the beginning of Monday, Tuesday, Thursday and Friday unless supervision is needed. If student supervision is needed before the start of the student day, a teacher may be required to be on duty no more than fifteen (15) minutes five (5) times a week.
  3. Ten (10) minutes after the student day may be used for supervision
  4. The Faculty Advisory Committee and administration will develop a fair and equitable duty schedule to determine the specific duties of teachers not assigned to a classroom receiving students during student arrival. A rotation of duty assignments will be created and distributed quarterly or by semester.
  5. Wednesday when school is in session:
    - (a) The first (1<sup>st</sup>), second (2<sup>nd</sup>), and third (3<sup>rd</sup>) Wednesdays of each month will be called Professional Learning Community (PLC) Wednesdays. As defined by Solution Tree (2020), a PLC shall engage each member of the organization in an ongoing cycle of 1) Gathering evidence of current levels of student learning, 2) Developing strategies and ideas to build on strengths and address weaknesses in that learning, 3) Implementing those strategies and ideas, 4) Analyzing the impact of the changes to discover what was effective and what was not, and 5) Applying new knowledge in the next cycle of continuous improvement. Professional development is embedded as part of the four-step PLC process as defined above. The fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) Wednesday of every month will be designated as flex time to be used to complete school-based tasks such as lesson and assessment planning, grading, data analysis, conference preparation, etc.
2. Wednesday Professional Learning Community time will be an eight (8) hour and twenty-five (25) minute day.
    - a) Wednesday PLC time will be 70 minutes
    - b) 65 minutes will be devoted to PLC time
    - c) 5 minutes at the end of each PLC Wednesday will be allotted for the completion of the evaluation survey.
  3. Flex Wednesdays will be seven (7) hour and thirty-five (35) minute days and for SY21 include:
    - a) Fifth (5<sup>th</sup>) Wednesday of every month
    - b) Wednesday before Winter and Spring Break

c) Last two Wednesdays of the school year

4. The Faculty Advisory Committee or School Leadership Team will work with the principal and administration to develop the schedules and topics for the PLC Wednesdays. A schedule will be collaboratively created, with district approval from the Office of Professional Development, and distributed by the end of the pre-service week.. If changes are necessary due to academic performance or staff needs, adjustments will be submitted to and approved by the Office of Professional Development
5. The building principal has the discretion to allow teachers to work at their sites or other locations during these times as needed to best meet the needs of the students.
6. Prior to the start of the student school year, the staff will vote to determine whether the extended minutes will come before or after the student day.
7. If supervision is needed before the student day on a PLC or Building Wednesday, 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 posted at the start of school. If the schedule is changed, it will be re-posted.
8. If a Wednesday PLC meeting is canceled, 24 hours' notice will be given when possible. The time will revert to teacher flex time.
9. In situations where the professional development being offered is not applicable to the teacher, the teacher and principal shall mutually agree to another activity.
10. Any minutes not used for professional development will revert to flex time.
11. The full-time teacher shall have a minimum of 250 minutes of on-site individual planning time each week. Principals may meet an individual during their plan time:
  - (a) To discuss an observation or evaluation
  - (b) To discuss a performance issue
  - (c) To meet with the IEP team, if needed
  - (d) Any plan time minutes beyond the 250 minutes may be used for grade level teams, subject area teams or clusters for data analysis and planning.
12. 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 that may be taken at the end of the day if it does not conflict with planned professional development.
13. The workday duties of a teacher shall be teaching classes or planning instructional activities.
14. If a teacher is scheduled one day or less at a school, they cannot be assigned cafeteria duty unless necessary.

15. The teacher shall have a (30) thirty-minute duty-free lunch period. Teachers who leave the building for lunch must sign out and back in at the office.

## **B. OTHER WORKDAY PROVISIONS**

1. Professional Development: Teachers shall participate in the professional development days during the student school year.
  - i) The professional development will be relevant to the teacher's job. If there is no reason or need for a teacher to participate in the professional development, then the teacher and principal may mutually agree to another activity. Mutual agreement will be met after the teacher provides no less than 48 hours prior notice and evidence of proposed instructional activity.
  - ii) The professional development will, on these days including PLC Wednesdays, be evaluated by the participants, and the results will be shared with KCFT & SRP and the Board of Education upon request.
2. Safe Schools Training
  - i) Safe Schools training will take place during the allocated half day defined in the pre-service week for certified staff.
  - ii) Safe Schools training will be differentiated based on district, state and federal guidelines.
  - iii) Safe Schools training may be completed during Flex Wednesdays and will be considered the responsibility of each certified staff.
  - iv) Safe School training will not exceed seven hours per academic year, unless state or federal guidelines require additional training.
  - v) Safe Schools training will be completed by October 31.
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/workdays 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. Conferences and Activities – Teachers will attend and participate in parent/teacher conferences and school as defined below:
  - i) Two officially designated parent/teacher conferences as scheduled by the District.
    - (a) Wednesday will be a half day student day, one hour lunch/teacher preparation and half day Parent Conferences
    - (b) Thursday will be a full day Parent Conferences- 10:00am- 6:00pm with one hour for lunch.
  - ii) Participation at three public-oriented programs per year is expected. Public-oriented events are generally all-school activities like Back to School Night, Curriculum Night, etc. All staff at the secondary level will attend high school graduation, which will count as a public-oriented program.
  - iii) Events shall be limited to two (2) hours or less.
6. Faculty Meetings – Administration is allotted up to 20 minutes during each PLC Wednesday for a faculty meeting. 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 KCFT President of the meeting. An emergency is defined as a serious, unexpected and often dangerous situation requiring immediate action.

7. Scheduling of Teachers' Classes
  - i) Teachers will be scheduled for no more than three (3) hours without a planning period or duty-free lunch except in situations where master 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 (1) hour or sixty (60) minutes.
  - ii) 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 teacher's schedule, a fourth lesson preparation may be added.
  - iii) Teachers not carrying a full load can be assigned substitute duties.
8. 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 or 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:
  - i) 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.
  - ii) 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.
  - i) 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.
  - ii) Libraries shall not be used as disciplinary centers or detention facilities for disruptive children who are unable to perform in their regular classroom assignments.
  - iii) 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.

- iv) Elementary librarians who work in more than one elementary school and who are required to teach classes will have one extra preparation time each week for shelving, library administration and other library duties at each school in which they work if there is no full-time librarian at the school.
- v) When the workload of a librarian is such that they are unable to keep up with the requirements of shelving, library administration and other library duties, the building principal will evaluate the situation and may seek additional assistance if needed.

#### **D. SPECIAL EDUCATION TEACHER WORKDAY**

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

When Special Education teachers need additional time for the IEP process, they may work with their building principal or call the Director of Special Education to request additional time be found for them to complete their work. This may occur by being released from another class period by the principal or being allocated a sub day to work by the Director of Special Education.

#### **E. ELEMENTARY COMPUTER TEACHER WORKDAY**

1. Computer teachers will have one additional period per week to address technology issues and instructional technology integration in the building.
2. Computer teachers who work in more than one elementary school and who are required to teach classes will also have one extra individual preparation time each week to address technology issues in the building at each school in which they work if there is not full-time computer teacher at the site.

#### **F. DISTANCE LEARNING PLAN WORKDAY**

The implementation of a Distance Learning Plan outside of the classroom benefits all of our students. They are more likely to be engaged in learning and learning can extend beyond the school building in rigorous, authentic experiences. Providing our teachers and students with the tools and supports they need to implement is critical to achieve the results our students need to success in college and careers. In the case of an emergency school closure, excluding snow days, a DLP will be implemented when a school closure is expected for more than three days of instruction. Snow days will revert to the snow day schedule when sufficient notice has been provided. (prior to the end of the previous school day) as defined below:

##### **Snow Days Workday**

- 8:00 – 9:00 am – Planning
- 9:00 – 12:00 pm
  - a) Greeting – Review and summary of the day's assignments Synchronous (Live, w/the teacher via video conferencing)
  - b) Provide students review assignments in each content area.

### **Teacher Professional Responsibilities:**

1. Teachers will plan instruction and have daily synchronous instruction with students
2. Teachers will utilize lesson plans to provide instruction for students
3. Teachers will plan small group and individualized lessons for students using student data
4. Teachers will be directly available for students and parents to facilitate and support instruction via District email, the LMS, and Google Voice/Text phone system during work day office hour times.

### **Distance Learning Teacher Workday**

*\*The instructional minutes per day must meet the minimum required and approved by DESE under the alternative instructional models for SY20-21*

Teacher workday will be a 7-hour workday. Teacher workday schedule is based on the needs of the students they serve. For example, high school students may not be best recommended to start virtually at 7:20 am. Schools reserve the right to provide a more flexible schedule to garner the best participation of students. Therefore, the daily schedule is flexible and will be agreed upon by administration and building leadership team.

1. 1 hour uninterrupted plan time
2. 1 hour duty-free lunch
3. 30 minutes- PLC
4. 30 minutes – Office hours

### **Daily synchronous whole group instruction will follow the following guidelines:**

#### **Elementary Daily Breakdown:**

1. 105 Minutes Synchronous (Live, w/the teacher via video conferencing) (Whole Group – all students)
2. 135 Minutes Synchronous (Live, w/the teacher via video conferencing) (Small Group intervention based upon data)

#### **Class Period Breakdown for Each Core Content Area (using the Workshop Model of Instruction):**

1. 15-20 Minutes Synchronous (Live, w/the teacher via video conferencing) (Whole Group – all students)
2. 30-40 Minutes Synchronous (Live, w/the teacher via video conferencing) (Small Group intervention based upon data)
3. Asynchronous (Independent Student Work) Learning will occur while students are not participating in synchronous instruction.

Due to the developmental differences in school age children, minutes may be flexed from whole group to increased small group instructional time and likewise from small group to increased whole group instructional time.

#### **Secondary Daily Breakdown (including Elective, ELL & CTE teachers)**

1. 4 (four) hours instruction per day (synchronous instruction)

2. Small group instruction will be integrated into the (4) hours of synchronous instruction (utilizing data from the whole group formative assessment- Guided Tier 2 and 3 live support + Extension)

**Instructional Time is to include but not limited to:**

1. Provide “live interactive”/synchronous video lessons and/or posting asynchronous video lessons .
2. Asynchronous lessons can include videos and/or media shows (PPT/slides).
3. School Leadership Team in conjunction with Administration will develop an equitable schedule for each grade level/department so that live interactive lessons will be scheduled so students can attend.

**Office Hours are to include but not limited to:**

1. Grading/Offering guidance on assignments –
  - (a) Teachers will follow the current district grading policy.
2. Answering student/parent/district messages/phone/emails etc.
3. Maintain contact logs with students/parents
4. Planning
  - (a) Scheduling “live interactive” video lessons
  - (b) Create video lessons
  - (c) Plan and create common formative assessments
  - (d) Plan for small group instruction

**Student Outcomes**

- A minimum of (2) two assignments per content area/course per week, with the number of graded assignments aligning with district policy.
- 1 formative assessment per content area/course per week

**Work Continuity**

Student work will cover content that would have been addressed if school were in session in a traditional setting.

**Pacing Guides**

1. Teachers will use the approved curriculum from the Curriculum Department
2. Mo Learning Standards
3. KCPS adopted Curriculum/Resources

**G. OTHER WORKDAY PROVISIONS FOR DISTANCE LEARNING**

**Counselor Workday**

The workday for counselors or librarians shall be a 7-hour day with one hour of plan time, a one-hour duty-free lunch period and two hours of office hours that includes individual counseling.

1. School counselors shall:
  - (a) Serve as liaison for communication with students/families in crisis
  - (b) Check-in with students on caseload with socio-emotional concerns
  - (c) Be available for teachers if a student discloses information via electronic communication in need of support
  - (d) Hold Office Hours at set times for students to access counseling

- sessions virtually
- (e) Continue the duties of the PST
- (f) Secondary counselors will:
- (g) Monitor and audit transcripts and grades
- (h) Contact failing students
- (i) Assist with student and parent contacts for missing students
- (j) Provide scholarship college and career readiness resources to students

2. Elementary counselors will:

- (a) Do one video guidance lesson once every two weeks.
- (b) Assist with student and parent contacts for missing students

### **Elementary Support**

Elementary Support teachers workday will be a 7-hour workday. Therefore, the daily schedule is flexible and will be agreed upon by administration and building leadership team.

1. 1 hour uninterrupted plan time
2. 1 hour duty-free lunch
3. 30 minutes- PLC
4. 30 minutes – Office hours

### **Elementary Daily Breakdown:**

1. 105 Minutes Synchronous (Live, w/the teacher via video conferencing) (Whole Group – all students)
2. 135 Minutes Synchronous (Live, w/the teacher via video conferencing) (Small Group intervention based upon data and may be done to support general classroom teachers.)
3. Due to the developmental differences in school age children, minutes may be flexed from whole group to increased small group instructional time and likewise from small group to increased whole group instructional time.

### **Secondary Librarians**

Secondary librarians will provide video lessons based on the curriculum or such issues as how to access sources, recognize valid websites, use the online library, and other information literacy skills to build proficiency for student research.

1. 1 hour uninterrupted plan time
2. 1 hour duty-free lunch
3. 30 minutes- PLC
4. 30 minutes – Office hours

### **Secondary Librarian Break Down:**

4 (four) hours of instruction per day (synchronous), including but not limited to assisting and monitoring small group breakout rooms and providing support for library research and the promotion of literacy skills.

### **Special Education Teacher Workday**

The workday for Special Education teachers shall be a 7-hour day. In addition to their daily one hour plan time, Special Education teachers will have two additional plan times each week for writing IEPs and holding IEP meetings.

1. 1 hour uninterrupted plan time
2. 1 hour duty-free lunch
3. 30 minutes- PLC
4. 30 minutes – Office hours

1. The Special Education Teacher will:

- (a) Provide direct instruction, collaborate and/or co-teach with general education teachers to design and deliver learning experiences that teach the students on their caseload and provide additional learning activities for SPED students.
- (b) Communicate regularly with students on their caseload and/or their parents to ensure they have success with distance learning.
- (c) Work with teachers to scaffold or modify assignments, as necessary, for students on their caseload to support subject or classroom teachers

2. If Special Education teachers need additional time for the IEP process, they may work with their building principal-and contact the Process Coordinator to request additional time for them to complete their work in accordance to mandated timelines.

### **Virtual Academy Workday**

Teacher workday will be a 7-hour workday. The daily schedule is flexible but will include:

1. 1 hour uninterrupted plan time
2. 1 hour duty-free lunch
3. 1 hour PLC twice a week

### **H. VIRTUAL ACADEMY WORK YEAR**

Teachers in Virtual Academy will work the same work year as teachers with the following exceptions:

- August 31 will be a half day PD in the morning and a half day for convocation
- Sept. 1 will be a half day PD in the morning and a half day workday.
- October 29<sup>th</sup> will be a non-workday.

## **ARTICLE VII. ASSIGNMENTS/REASSIGNMENTS/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 each 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 Teachers' Unit desiring to transfer to vacancies in another school or program for the following school year shall file a written request via the TalentEd Application process with the Human Resources Department during the transfer window period of January 1 – January 21 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. Each member of the Teachers' Unit may list up to three possible transfer moves. In the comment section of the application, teachers may identify preferences of grade level, subject and/or school.

1. Principals will screen all applicants who have applied to their building. All applicants will be notified as to whether they have been selected or not for an interview. Human Resources will send a list of the applicants to each principal, but it is the intent of this policy that principals stay abreast of requested transfers and consider them in all hiring decisions. Interviews may be done over the phone.
2. If a vacancy becomes available after January 21, but before April 1, and members of the Teachers' Unit who had requested voluntary transfers by the January 21 deadline but did not get their transfer request, may reapply for the available vacant position(s).
  - i) Members of the Teachers' Unit who originally applied will have until April 15 to submit their requests; however, vacancies may be filled before this date. Applicants will be notified via an email from HR whether or not their transfer was granted no later than May 1.
3. 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 a decision.
4. Voluntary transfers will not be granted after April 15 unless both principals agree to the transfer.

## Procedure B. Involuntary Transfer

1. Disciplinary – Disciplinary transfers, when necessary, shall be for just cause and shall follow a conference with HR.
2. Other involuntary transfers
  - i) School Closing – When an involuntary transfer is necessitated due to closing of a school, the principal, in conjunction with the Chief Human Resource Officer, shall inform the faculty of the closing and provide staff with the information regarding the process that will be followed. The process will be:
    - (1) A list of the members of the Unit affected by the school closing will be developed by HR that identifies the most recent hire date and teaching certifications of each member.
    - (2) A list of available vacancies will be developed by HR.
    - (3) A date will be set for members of the Unit to select placement, and teachers will be scheduled by seniority for interviews, with the most senior teacher given the earliest time.
    - (4) Principals who have vacancies shall also attend on this date.
    - (5) Teachers may meet with principals before selecting a school from the list of vacancies.
    - (6) At the end of the interview process, the teachers will list their top five choices. These choices will be compared with the principals' top five choices for initial matches and selections. If two or more principals select the same teacher, the teacher's priority choice will prevail in the match.
    - (7) If everyone is not matched, the teachers still on the list will get a new list of remaining vacancies and select a placement according to seniority.
    - (8) If this involuntary process happens after contracts are signed and the teacher does not want the involuntary match, the teacher may resign with no penalty within five days of the assignment being verified.
    - (9) If the process is not completed before the last 30 days of the school year, the district will utilize the seniority-based process. Teachers with the most seniority will have first choice in choosing from the vacancies available for which they are certified.
  - ii) Additional Involuntary Transfers – When other involuntary transfers are necessitated due to 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 Chief Human Resource Officer, shall inform the faculty of the necessity to reduce the number of teachers and provide faculty with the opportunity to request transfer to a vacancy at another school. Teachers who volunteer must be meeting all teacher expectations on the teacher evaluation system. Teachers who volunteer will be allowed to choose their placement from the available vacancies.
    - (1) When no teacher or not enough teachers volunteer, the teacher(s) with the least seniority (unless the certifications and/or unique skill set specific to the job for one of the potentially impacted teachers needs to be considered) in the building will have an opportunity to review a master list of all existing vacancies and will be asked to identify their top three choices for reassignment.
      - (a) The teachers will have an opportunity to interview with the principals of their three choices.

- (b) Following the interviews and beginning with the most senior teacher, Human Resources and the affected principals will then work on best matches for these reassignments assigning the teacher to one of his/her three priority choices.
- (c) If a situation arises where the three vacancies selected by a teacher are already filled, the teacher will be allowed to re-select from the available vacancies.
- (d) HR will send confirmation letters to the teachers and principals.
- iii) 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 (5) 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 the school year. The Superintendent of Schools on or before the fifteenth (15<sup>th</sup>) 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:
  - i) Certification
  - ii) Programmatic needs as identified below, may be considered in the following order:
    - (1) Employee has certifications pertinent to the job
    - (2) Employee has a unique skill set specific to the job.
    - (3) Employee has training and professional development relative to the job.
  - iii) Professional preparation, which includes:
    - (1) Educational based coursework (graduate study)
    - (2) Professional development training in or outside the District
    - (3) Advanced degrees
  - iv) Seniority

**B. RECALL**

1. The criteria for recalling probationary teachers shall be followed in the order listed below:
  - i) Certification
  - ii) Programmatic needs as identified below, may be considered in the following order:
    - (1) Employee has certifications pertinent to the job.
    - (2) Employee has a unique skill set specific to the job.

- (3) Employee has training and professional development relative to the job.
- iii) Seniority
- iv) Professional preparation, which includes:
  - (1) Education based coursework (graduate study)
  - (2) Professional development training in or outside the District
  - (3) 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 termination.

**ARTICLE X. GRIEVANCE PROCEDURE**

**A. DECLARATION OF PURPOSE**

- 1. Whereas, the establishment and maintenance of a harmonious and cooperative relationship between KCPS 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 and School-Related Personnel (KCFT). 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 the Administration has a need to meet with the employee, the employee will be given 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 by the Union prior to the start of the meeting. Administration shall not be obligated to postpone the meeting for more than forty-eight (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.

## **B. DEFINITIONS**

1. A "grievance" is an alleged violation, claimed misinterpretation or claimed misapplication of the express terms and conditions of this Collective Bargaining Agreement, a KCPS Board Policy, or KCPS Administrative Policy, directly related to working conditions of employees in the Certificated Unit.
2. A "class grievance" is an alleged violation, claimed misrepresentation, or claimed misapplication of the express terms and conditions of this Collective Bargaining Agreement, or KCPS Board Policy, or KCPS Administrative Policy, directly related to working conditions of employees in the Certificated Unit filed by a group of employees in the Certificated Unit or by the Union on behalf of a group of employees in the Certificated 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 when filing on behalf of a group of employees in the Unit, who file a grievance as described in paragraph two (2) immediately above.
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).
6. "KCPS" shall mean the Kansas City Public Schools.
7. "Hearing Officer" shall mean the individual charged with the duty of rendering decisions at a designated step of the grievance procedure.

## **C. PROCEDURES AND TIMELINES**

1. Details of grievance proceedings shall be kept confidential, unless otherwise required by legal process.
2. When new, relevant, information becomes known after the grievance has been filed, and 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 KCPS shall use good faith best efforts to agree to which step the grievance shall revert. Failure to agree will result in the grievance reverting to the previous step prior to the step immediately prior to the step then pending when the information became known. 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 decisions rendered during the informal pre-grievance resolution process, all grievance decisions shall be rendered in writing at each step of the grievance procedure and transmitted to the Grievant and the Union.
4. At any step, upon request, the Grievant may be accompanied by a Union

Representative.

5. All grievances shall be in writing and shall include the following:
  - i) Name and location of the employee or group of employees involved:
    - (1) Name and location of the employee or group of employees involved;
    - (2) Identification of the specific CBA section, Board Policy sections, or Administrative Policy section directly related to working conditions alleged to have been violated or misinterpreted;
    - (3) Conditions and specific statements of all the facts giving rise to the grievance and the nature of the allegation that the CBA, Board Policy, or Administrative Policy have been violated or misinterpreted directly related to working conditions; and
    - (4) Specific relief desired/requested by Grievant and/or Union.
6. Time limits specified in the procedure may be modified by mutual agreement between the Grievant, the Administrator appointed to hear the grievance, and the Chief Human Resource Officer (or designee). In the event of an approved absence of the Grievant or the Administrator, time limits shall be temporarily suspended.
7. The majority representative of the Union shall receive copies of all filed grievances and written responses by Administration provided the Grievant is a member of the Union. If the Grievant is not a member of the Union, such copies shall only be provided upon KCPS receiving written authorization from the Grievant. The Chief of Human Resources (or designee) shall be provided with a copy of all filed grievances and written responses no later than the time such are provided to the President of the Union.
8. The Union and KCPS 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 to the other party.
9. The Union and KCPS 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 Administrator other than the immediate supervisor of the employee, can be initiated at Step Two by filing the grievance with the Chief of Human Resources (or designee).
11. After any grievance proceeding has reached Step Two, any party shall have the right, at his/her 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 investigating, discussing and/or presenting a grievance shall not be unreasonable or excessive. The President of the Union or the Grievant's representative, shall not be coerced, or interfered with during the performance of his/her duties of investigating and representing the grievant. There will be no retaliation against any employee(s) who files a grievance.
13. Resorting to the grievance procedure shall not constitute an election of remedies by an employee, but if appropriate and after exhausting the grievance procedure, an employee shall have the right to pursue any legal remedies which he/she might otherwise possess.

14. Discrimination and harassment complaints shall be reported pursuant to Board Policy and/or Administrative 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. However, 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, MCHR, or KCHRC), the grievance procedure for that grievance shall be suspended immediately until the legal proceeding is completed or dismissed and any further grievances to which the employee wishes to file may be filed with the Chief of Human Resources (or designee), but shall be stayed immediately after the filing until the original grievance has been decided or disposed, regardless of whether or not the two grievances concern the same or similar section of the Collective Bargaining Agreement, certificated section of Board Policy, or certificated section of Administrative Policy alleged to have been violated, misapplied, or misinterpreted.
17. If an employee is successful in his or her grievance appeal and is awarded monetary relief, KCPS shall not be responsible for back-pay and/or benefits for any days that a claim, filed by the Grievant, was also pending in a court of law or administrative agency, causing the grievance procedure to be delayed.
18. The timelines contained herein shall be strictly adhered to. The party that fails to follow the timeline guidelines will automatically lose the grievance, unless the parties have agreed in writing to modify any applicable timelines.
19. Step 6 (arbitration) shall only be available for the following grievance categories:
  1. Nonpayment of services rendered
  2. Class action grievance

#### **D. PRE-GRIEVANCE PROCEDURE**

Prior to filing a first step grievance, the employee shall request an informal conference with the individual Supervisor/Administrator allegedly violating, misapplying or misinterpreting the CBA, or Board Policy, or Administrative Policy directly related to working conditions within five (5) working days of the issue being known giving rise to the grievance. Upon such notice the individual Supervisor/Administrator will schedule a meeting within three (3) working days with the employee and his/her representative, in an effort to resolve the matter informally. By agreement of the employee and/or his/her representative and the individual Supervisor/Administrator, such meeting time may be extended by agreement of the parties, not to exceed a total of ten (10) working days. This process shall constitute the informal pre-grievance resolution process. If such pre-grievance resolution efforts are not successful, the Grievant and/or his/her representative may, within five (5) working days of receiving notice that the informal efforts were unsuccessful, initiate a formal grievance starting at Step One.

#### **E. STEPS OF THE GRIEVANCE PROCEDURE**

1. Step One – Immediate Supervisor
  - i) Within five (5) working days after 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” and file same with the individual Supervisor and the Chief Human Resource Officer(or designee).
- ii) Within five (5) working days after receiving the written “Employee Grievance Form”, the individual Supervisor/Administrator shall hold a meeting with the Grievant and his/her representative.
  - iii) Within five (5) working days after the meeting, the individual Supervisor/Administrator shall communicate his/her response in writing on the “Employee Grievance Form” to the Grievant, and his/her representative, and the Chief Human Resource Officer (or designee).
2. Step Two – Human Resources
    - i) If the grievance is not resolved to the Grievant’s satisfaction at Step One, the Grievant may appeal to Step Two by filing the “Employee Grievance Form” with the Chief Human Resource Officer (or designee) within ten (10) working days of receipt of the individual Supervisor’s/Administrator’s decision.
    - ii) The Chief Human Resource Officer (or designee) will review the grievance. The Chief Human Resource Officer (or designee) will rule on the grievance, in writing, within ten (10) working days of the filing of the individual Supervisor’s/Administrator’s decision.
    - iii) If the Chief Human Resource Officer (or designee) does not rule in favor of the Grievant or to the Grievant’s satisfaction, 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
    - i) Within ten (10) working days of receiving the grievance decision of the Chief Human Resource Officer (or designee), either party may request mediation, per the guidelines of the Federal mediation and Conciliation Services (FMCS). In the event that neither party requests mediation within ten (10) working days, Step Three shall be deemed waived and the process shall immediately go to Step Four.
    - ii) 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
    - i) If the grievance is not resolved at Step Three, or if Step Three is waived, the Grievant and/or his/her representative may appeal to Step Four by filing the “Employee Grievance Form” with Chief Legal Counsel (or designee) and Chief Human Resource Officer (or designee) within ten (10) working days of receipt of the decision or waiver of Step Three.
    - ii) Within fourteen (14) working days of receiving the Step Four Appeal, or such later time as agreed to by the parties or required/requested by the Hearing Officer, the designated Hearing Officer shall hold a hearing with the Grievant, his/her representative, and the Administration. Grievant and/or the Administration may or may not be represented by legal counsel, at their individual discretion, at the Step Four hearing.
    - iii) Within ten (10) working days after the hearing, or such later time as required by the Hearing Officer, the Hearing Officer shall provide his/her decision in writing on the “Employee Grievance Form” to the Grievant, the Union, Chief Legal Counsel (or designee), and Chief Human Resource Officer (or designee).
  5. Step Five – Superintendent Review
    - i) Within twenty (20) working days of receiving the decision of the Hearing

- Officer as described in Step Four, Grievant, his/her representative, or the Chief Human Resource Officer may appeal to Step Five.
- ii) No less than fifteen (15) working days from receipt of Step Five Appeal the Superintendent (or Cabinet member designee), 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 Human Resource Officer and the Grievant/Union may develop additional timelines/guidelines for the orderly submission of such documentation and written position statements hereafter. The decision of the Superintendent or designated Cabinet member shall be considered final, unless such grievance qualifies under Step 6, but in no event, shall such decision preclude the Grievant/Union from pursuing legal action for any such alleged violation, misapplication, or misinterpretation of the CBA, certificated section of KCPS Board Policy, or certificated section of KCPS Administrative Policy directly related to working conditions.
6. Step Six – Arbitration
- i) This step shall be available for the following grievance categories only:
    - (1) Nonpayment for services rendered
    - (2) Class action grievance
  - ii) Within ten (10) working days of the conclusion of the Superintendent's review, the Grievant, the Union, or KCPS, may file a demand for arbitration provided the grievance is for nonpayment for services and/o is a class action grievance.
  - iii) In the event that the Grievant, the Union, and/or KCPS makes a demand for arbitration, the Grievant, the Union, and KCPS, through their respective representatives shall attempt to select an arbitrator within ten (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.
  - iv) Within ten (10) working days of receiving the list of the seven (7) arbitrators, the parties will, absent mutual agreement, alternately, beginning with KCPS, 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.
  - v) Within ten (10) working days of the appointment of the arbitrator by the FMCS, the date of the arbitration hearing will be selected.
  - vi) The arbitrator shall have not power to add to, delete from, or modify the terms of the negotiated Agreement.
  - vii) 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 party, until such time as the discovery of said information.
  - viii) The decision of the arbitrator shall be final and binding on the Grievant, the Union, and KCPS, and shall be enforceable in the Circuit Court of Jackson County.
  - ix) Each party shall bear its/her/his own full cost of representation in the arbitration proceeding. The cost of the arbitrator will be divided equally between the parties.
7. Nothing contained herein shall limit the rights of tenure and/or due process

provided to certificated teachers as provided in the statutes of the state of Missouri.

## **ARTICLE XI. BENEFITS – ABSENCES, LEAVES, AND HOLIDAYS**

### **A. ATTENDANCE INCENTIVE**

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

### **B. PAID TIME OFF (PTO)**

PTO is monitored on a regular basis. If an employee utilizes more than three (3) PTO days in a quarter which are not approved under FMLA, the employee may be asked to submit medical documentation regarding the additional absences.

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 by completing a PTO form. In emergency/unforeseen situations, the employee shall notify the principal by 6:00 am the day the employee is to be gone by putting the absence on the sub system and contacting the principal. If an emergency occurs during the workday or the morning of the workday, the teacher contacts the principal/designee to report the absence and call the sub system office to inform them of a need for a sub.

Each employee in the Teachers' Unit shall be given thirteen (13) PTO days at the beginning of the school year. These thirteen (13) PTO days will be preloaded at the beginning of the school year. If an employee separates from KCPS early and if they have used more than earned, the days will revert to "No Pay" and be deducted from the final calculation of pay owed.

PTO that is used for personal business is intended to cover matters that the employee could not schedule at another time. Examples: Closing on a home, flooding of a basement, house fire, need to meet with an attorney, enrolling in graduate school, taking your child to a college visit, attending your child's performance at a play during the school day, etc.

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

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

PTO to which an employee becomes entitled but does not use during each school year shall accumulate to the maximum identified in Article XII.G. for purposes of computation of the formula for compensation upon separation from employment with the KCPS and/or time off

Paid Time Off (PTO) may be used in hourly increments, but can only be used for:

- Illness and medical conditions,

- Bereavement day, not covered by Bereavement Policy,
- Religious holiday,
- FMLA leave, and
- Short-term personal business

PTO is not intended for:

- Vacation leave
- To facilitate other employment opportunities
- Mission trips
- Just taking the day off

Other guidelines for PTO use

- PTO cannot be used on the first or last day of school unless the employee is ill, in which case a doctor's excuse may be requested.
- PTO cannot be used 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 cannot be used on scheduled state assessment days in which the employee is scheduled to administer or proctor an exam or portion of an exam.
- If an employee misses any of the above black out days for reasons not related to illness or an approved emergency, the employee will not be paid for the day. Disciplinary action may follow for failure to report for work.
- 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.

Emergencies/Extenuating Circumstances

- If there are extenuating circumstances necessitating an absence on any of these specific black out days which is not due to illness, the employee will be required to put the request in writing to the attention of the building administrator and/or the Superintendent.
- If an emergency arises necessitating the use of PTO which could not be foreseen, the employee may request use of PTO through Human Resources.

Employee is required to complete and submit a PTO form identifying whether the absence was for PTO, Bereavement, District PD, Out-of-District PD, or Other (i.e. jury duty).

An employee may be required to provide a doctor's certificate or other documentation 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, unauthorized absence.

### **C. Excessive Absences**

Excessive Absences is defined as unexcused absences for 10% or more of the total workdays at any given point in the school year. Unexcused absences are absences that are not associated with FMLA, Approved Workers Compensation, Jury Duty or Professional Development. For example, an employee who has 6 unexcused absences within a 60 work day period is considered to have excessive absences.

### **D. 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.

### **E. SERIOUS HEALTH CONDITION OF CERTAIN FAMILY MEMBERS**

Each employee shall be allowed to use up to five (5) PTO days, or if the employee does not have five (5) days of PTO, an employee may take an unpaid leave of absence for up to a total of five (5) 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.

### **F. 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:

3. 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:
4. 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
5. 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/domestic partner /domestic partner, parent, grandparent, sister, brother, grandchild or anyone of the same relationship by marriage.
2. A "close non-family member" or extended family member is defined on a case-by-case analysis of a legally undefined relationship between the employee and the decedent. Final decision made by Human Resources.
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).

## **G. WORK-RELATED ASSAULT LEAVE**

Any member of the bargaining unit, acting in the course of his/her assigned duties, who sustains an injury of a duty-related assault, shall be eligible to "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. The member shall be granted assault leave for the initial three (3) day waiting period as identified by the Workers' Compensation Law for Missouri and by District policy. The waiting period is contingent upon the employer's authorized medical provider removing the employee from work completely as a result of an injury. If an employee is required to remain off work, by directive from the authorized medical provider, in excess of fourteen (14) days (consecutively or combined total of days) the workers' compensation insurance claim will be informed that the employee has been compensated by the employer for the three (3) day waiting period, and therefore shall not be paid for any other absences.
3. 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 PTO 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.

4. This time can be taken when District teachers have parent-teacher conferences scheduled for their students.
5. 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.
6. 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

### 7. Teacher Study Leave

- i) A certified employee who is tenured 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.
- ii) 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 of residence credit of senior college or graduate work, or the completion of an advanced degree.
- iii) A certified employee who is appointed pursuant to Paragraph ii. 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.

### 8. Extended Leaves for Up to One Year

#### i) Health Leave

An employee who has used up all current and accumulated days of sick leave allowance, and who has used up 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.

#### ii) Parental Leave

Leave without pay for up to twelve (12) 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.

## **ARTICLE XII. BENEFITS – COMPENSATION AND INSURANCE**

### **A. FINANCIAL PACKAGE 2020-21**

1. For SY2020-21, the following changes and improvements will be made to the salary schedule for the Teachers' Unit.
  - i) Beginning pay in Column I (Bachelor's Degree) is increased by \$1,150 to \$40,500.
  - ii) Beginning pay in Column II (Bachelor's plus 12 credit hours) is increased by \$400 to \$40,500.
  - iii) Beginning pay in Column III (Master's Degree) is increased by \$725 to \$42,000.
  - iv) Employees in Column IV-VI on Step 25 who submit to AFT a short video with "Tips for New Teachers" will receive a \$500 stipend. Videos must be received by KCPS no later than October 1 in order to receive the stipend. KCPS will edit and produce final video by December 1. Payment will be received on or before December 15.
2. Members of the Teachers' Unit who are eligible for a step shall receive a step increase each year on this adjusted salary schedule. Column movement for educational advancement will be allowed each year.

### **B. NATIONAL BOARD CERTIFICATION**

1. Members of the Teachers' Unit who successfully obtain National Board Certification will receive a payment of \$3,500.00. Payment will be made within 45

days of when receipt of certification is submitted to the Division of human Resources.

2. In addition, there will be a \$3,500.00 adjustment to the salary schedule for any teacher or counselor who achieves National Board certification. The salary increase will be effective within fifteen (15) working days of submission by the employee of the official National Board certificate to the Division of Human Resources verifying successful completion.
3. Participants shall be required to work in the district three (3) years following their National Board certification. Participants who do not fulfill the three (3) year obligation will pay back the adjustment based on a pro-rated basis.

### **C. ADDITIONAL EDUCATION TRAINING**

1. KCPS professional development approved for CEUs as designated on My Learning Plan outside the teacher workday will qualify for movement on the teachers' salary schedule.
2. Each 15 hours of KCPS professional development approved for CEUs will equal one hour of college credit. CEU opportunities outside of the workday provided by other institutions require prior designation and approval through C and I. Appropriate written documentation of participation will be required.
3. Graduate credit accepted for movement on the teachers' salary schedule shall be from an accredited college or university and relevant to the work performed on behalf of KCPS.
4. Graduate credit hours shall be approved in the following areas:
  - i) Appropriate transcripts will be submitted to Human Resources by the teacher by September 30 and February 16.
  - ii) Pay will be retroactive to the date of the completion of hours/degree necessary to move to the next lane on the salary schedule, per semester. Transcripts received in February will only result in pay changes for second semester.

### **D. METHOD OF PAYMENT**

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.

### **E. 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 Employee 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.

An employee's personal cell phone will not be reimbursable if lost or stolen.

## **F. TEACHER SUBSTITUTION DUTIES**

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

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

## **G. 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.

## **H. ACCUMULATED DAYS AND SEVERANCE PAY – PAYOUT FORMULA**

### **1. Accumulated Days**

- i) Employees hired prior to January 1, 2009

Sick leave allowance to which an employee becomes entitled but does not use during each school year shall be accumulated to a maximum of two hundred (20) days.

- ii) Employees hired after January 1, 2009

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

## 2. Severance Pay – Payout Formula

### i) Employees hired prior to January 1, 2009

Upon separation from the District, employees in the Teachers' 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:

- (1) Employees shall use the two hundred (200) day limitation for accumulated sick days when computing their severance pay.
- (2) 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.
- (3) Employees shall use their current daily rate of pay when computing severance pay.
- (4) 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.*

### ii) Employees hired after January 1, 2009

- (1) Employees shall use the one hundred seventy-five (175) day limitation for accumulated sick days when computing their pay.
- (2) 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.
- (3) Employees shall use an average of their daily rate of compensation issued over the course of their employment when computing severance pay.
- (4) Severance pay shall be computed using the following 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.*

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

### iv) 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 day programs as is maintained in the normal course of business.

## I. **INSURANCE PRODUCTS**

### Hospitalization, and Dental Benefits

The District shall cover the cost of any premium increase necessary in 2018-19. If an employee selects a plan that costs less than the District's fully funded plan, the difference

between the cost of the employee plan and the fully funded plan will be contributed to a Health Savings Account (H.S.A.) in the employee's name. 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 current 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.

## **J. LIFE INSURANCE**

The District shall provide \$20,000 life insurance coverage to eligible employees in the Teachers' Unit to the employee with an option for employees to purchase additional life insurance.

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

## **ARTICLE XIII. EXTRA DUTY PAY AND COACHING POSITIONS**

### **A. EXTRA PAY POSITIONS**

1. Hiring Process  
All extra pay positions shall be processed annually by Human Resources in accordance with Administrative Policy GBCB – *Recruiting and Employment of Staff*.
2. Pay – Employees serving in extra pay positions shall be paid the applicable rate shown on the Extra Pay Assignment Schedule (in Appendix Section) when they have been issued and have signed an appropriate extra duty contract or assignment agreement.
3. Removal from duties
  - i) 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.
  - ii) 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. 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.
3. 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. The following process for selecting Team Leaders/Department Chairpersons will be utilized:
  - i. A member of the school administrative team will send out an email to all staff members regarding department chair selection. Interested candidates have a minimum requirement of 2 years teaching experience (unless no teacher in the department meets that requirement) and can successfully complete the following essential duties and responsibilities of the job:
    - a. (a) attend leadership meeting and submit required documentation
    - b. facilitate department meetings and submit required documentation
    - c. additional duties as defined under the Extra Duty section of the CBA
  - ii. Each department will have their own ballot with names of the teachers who are interested. Ballots will be sent to teachers in their specific departments through Google classroom, Survey Monkey or similar formats.
  - iii. Results from the election platform will be sent to staff
  - iv. Top two candidates will be interviewed by administration and a representative from the department.
  - v. Should the principal and department members not reach consensus on the team leader/department chairperson, the Curriculum Content Coordinator, HR Employee Relations Director and the Union Leadership or their designee 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 indicated on the extra pay schedule.

## **ARTICLE XIV. SUMMER SCHOOL PROVISIONS**

### **A. SUMMER SCHOOL ASSIGNMENT**

1. Information regarding summer school employment opportunities and application procedure shall be made available to all employees on the same date. Employees on professional improvement plans or rated overall as “emerging” on the summative evaluation are not eligible to apply to summer school.
2. Summer school opportunities will be posted. Summer school principals will hire according to the needs of students and building priorities.
3. 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.

### **B. THEME/SPECIALTY SCHOOL SUMMER PROGRAMS**

Theme/Specialty School Summer Programs shall be staff 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 in the following way:

1. Teachers with less than Masters or BA+36 will be paid 5% more than the rate used by the summer school partner programs.
2. Teachers with a Masters or BA+36 or more will be paid 5% more than the rate used by the summer school partner programs.

#### **D. SUBSTITUTION IN SUMMER SCHOOL AND COMPENSATION**

1. 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.
2. 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.

Certified Salary Schedules

2020-2021 Teacher Salary Schedule							
	Bachelor's Degree - I	Bachelor's Degree + 12 - II	Bachelor's + 36 Grad Hours or Master Degree- III	Master's Degree + 15 Grad Hours - IV	Master's Degree + 36 Grad Hours - V	Master's Degree + 60 Grad Hours or Ph.D. - VI	
Pay Grade	T01 / TC01 / T31	T02 / TC02 / T32	T03 / T33	T04	T05 / T34	T06 / T35	Pay Grade
01	\$ 40,500	\$ 40,500	\$ 42,000	\$ 42,500	\$ 43,250	\$ 44,110	01
02	\$ 41,513	\$ 41,513	\$ 43,050	\$ 43,563	\$ 44,439	\$ 45,323	02
03	\$ 42,550	\$ 42,550	\$ 44,126	\$ 44,652	\$ 45,661	\$ 46,569	03
04	\$ 43,614	\$ 43,614	\$ 45,229	\$ 45,768	\$ 46,917	\$ 47,850	04
05	\$ 44,704	\$ 44,704	\$ 46,360	\$ 46,912	\$ 48,207	\$ 49,166	05
06	\$ 45,822	\$ 45,822	\$ 47,519	\$ 48,085	\$ 49,533	\$ 50,518	06
07	\$ 46,968	\$ 46,968	\$ 48,707	\$ 49,287	\$ 50,895	\$ 51,907	07
08	\$ 48,142	\$ 48,142	\$ 49,925	\$ 50,519	\$ 52,295	\$ 53,335	08
09	\$ 49,345	\$ 49,345	\$ 51,173	\$ 51,782	\$ 53,733	\$ 54,801	09
10	\$ 50,579	\$ 50,579	\$ 52,452	\$ 53,077	\$ 55,211	\$ 56,308	10
11	\$ 51,843	\$ 51,843	\$ 53,764	\$ 54,404	\$ 56,729	\$ 57,857	11
12	\$ 53,140	\$ 53,140	\$ 55,108	\$ 55,764	\$ 58,289	\$ 59,448	12
13	\$ 54,468	\$ 54,468	\$ 56,485	\$ 57,158	\$ 59,892	\$ 61,083	13
14	\$ 55,694	\$ 55,830	\$ 57,897	\$ 58,587	\$ 61,539	\$ 62,763	14
15	\$ 56,947	\$ 57,225	\$ 59,345	\$ 60,198	\$ 63,231	\$ 64,489	15
16	\$ 58,228	\$ 58,656	\$ 60,829	\$ 61,853	\$ 64,970	\$ 66,262	16
17	\$ 59,392	\$ 59,829	\$ 62,349	\$ 63,554	\$ 66,757	\$ 68,084	17
18	\$ 60,580	\$ 61,026	\$ 64,064	\$ 65,302	\$ 68,593	\$ 69,957	18
19	\$ 60,580	\$ 62,246	\$ 65,826	\$ 67,098	\$ 70,479	\$ 71,880	19
20	\$ 60,580	\$ 63,491	\$ 67,636	\$ 68,943	\$ 72,417	\$ 74,037	20
21	\$ 60,580	\$ 63,491	\$ 69,496	\$ 70,839	\$ 74,409	\$ 76,258	21
22	\$ 60,580	\$ 63,491	\$ 71,407	\$ 72,787	\$ 76,455	\$ 78,546	22
23	\$ 60,580	\$ 63,491	\$ 73,371	\$ 74,971	\$ 78,557	\$ 80,902	23
24	\$ 60,580	\$ 63,491	\$ 75,388	\$ 77,220	\$ 80,914	\$ 83,329	24
25	\$ 60,580	\$ 63,491	\$ 77,461	\$ 79,536	\$ 83,341	\$ 85,829	25

**Certified Teacher - 200 Days Secondary Counselors & Process Coord - 2020-21**

	Bachelor's Degree - I	Bachelor's Degree + 12 - II	Bachelor's + 36 Grad Hours or Master Degree- III	Master's Degree + 15 Grad Hours - IV	Master's Degree + 36 Grad Hours - V	Master's Degree + 60 Grad Hours or Ph.D. - VI	
Pay Grade	TC01 / T31	T02 / TC02 / T32	T03 / T33	T04	T05 / T34	T06 / T35	Pay Grade
01	\$ 43,784	\$ 43,784	\$ 45,405	\$ 45,946	\$ 46,757	\$ 47,686	01
02	\$ 44,878	\$ 44,878	\$ 46,541	\$ 47,095	\$ 48,043	\$ 48,998	02
03	\$ 46,000	\$ 46,000	\$ 47,704	\$ 48,272	\$ 49,364	\$ 50,345	03
04	\$ 47,150	\$ 47,150	\$ 48,897	\$ 49,479	\$ 50,721	\$ 51,730	04
05	\$ 48,329	\$ 48,329	\$ 50,119	\$ 50,716	\$ 52,116	\$ 53,152	05
06	\$ 49,537	\$ 49,537	\$ 51,372	\$ 51,984	\$ 53,549	\$ 54,614	06
07	\$ 50,776	\$ 50,776	\$ 52,656	\$ 53,283	\$ 55,022	\$ 56,116	07
08	\$ 52,045	\$ 52,045	\$ 53,973	\$ 54,615	\$ 56,535	\$ 57,659	08
09	\$ 53,346	\$ 53,346	\$ 55,322	\$ 55,981	\$ 58,090	\$ 59,245	09
10	\$ 54,680	\$ 54,680	\$ 56,705	\$ 57,380	\$ 59,687	\$ 60,874	10
11	\$ 56,047	\$ 56,047	\$ 58,123	\$ 58,815	\$ 61,329	\$ 62,548	11
12	\$ 57,448	\$ 57,448	\$ 59,576	\$ 60,285	\$ 63,015	\$ 64,268	12
13	\$ 58,884	\$ 58,884	\$ 61,065	\$ 61,792	\$ 64,748	\$ 66,035	13
14	\$ 60,209	\$ 60,356	\$ 62,592	\$ 63,337	\$ 66,529	\$ 67,851	14
15	\$ 61,564	\$ 61,865	\$ 64,157	\$ 65,079	\$ 68,358	\$ 69,717	15
16	\$ 62,949	\$ 63,412	\$ 65,761	\$ 66,868	\$ 70,238	\$ 71,635	16
17	\$ 64,208	\$ 64,680	\$ 67,405	\$ 68,707	\$ 72,169	\$ 73,605	17
18	\$ 65,492	\$ 65,974	\$ 69,258	\$ 70,597	\$ 74,154	\$ 75,629	18
19	\$ 65,492	\$ 67,293	\$ 71,163	\$ 72,538	\$ 76,193	\$ 77,708	19
20	\$ 65,492	\$ 68,639	\$ 73,120	\$ 74,533	\$ 78,289	\$ 80,040	20
21	\$ 65,492	\$ 68,639	\$ 75,131	\$ 76,583	\$ 80,442	\$ 82,441	21
22	\$ 65,492	\$ 68,639	\$ 77,197	\$ 78,689	\$ 82,654	\$ 84,914	22
23	\$ 65,492	\$ 68,639	\$ 79,320	\$ 81,049	\$ 84,927	\$ 87,462	23
24	\$ 65,492	\$ 68,639	\$ 81,501	\$ 83,481	\$ 87,475	\$ 90,085	24
25	\$ 65,492	\$ 68,639	\$ 83,742	\$ 85,985	\$ 90,099	\$ 92,788	25

### Certified Teacher - 190 Days Librarians - 2020-2021

	Bachelor's Degree - I	Bachelor's Degree + 12 - II	Bachelor's + 36 Grad Hours or Master Degree- III	Master's Degree + 15 Grad Hours - IV	Master's Degree + 36 Grad Hours - V	Master's Degree + 60 Grad Hours or Ph.D. - VI	
Pay Grade	TC01 / T31	T02 / TC02 / T32	T03 / T33	T04	T05 / T34	T06 / T35	Pay Grade
01	\$ 41,595	\$ 41,595	\$ 43,135	\$ 43,649	\$ 44,419	\$ 45,302	01
02	\$ 42,634	\$ 42,634	\$ 44,214	\$ 44,740	\$ 45,640	\$ 46,548	02
03	\$ 43,700	\$ 43,700	\$ 45,319	\$ 45,858	\$ 46,896	\$ 47,828	03
04	\$ 44,793	\$ 44,793	\$ 46,452	\$ 47,005	\$ 48,185	\$ 49,143	04
05	\$ 45,913	\$ 45,913	\$ 47,613	\$ 48,180	\$ 49,510	\$ 50,495	05
06	\$ 47,060	\$ 47,060	\$ 48,803	\$ 49,384	\$ 50,872	\$ 51,883	06
07	\$ 48,237	\$ 48,237	\$ 50,024	\$ 50,619	\$ 52,271	\$ 53,310	07
08	\$ 49,443	\$ 49,443	\$ 51,274	\$ 51,885	\$ 53,708	\$ 54,776	08
09	\$ 50,679	\$ 50,679	\$ 52,556	\$ 53,182	\$ 55,185	\$ 56,283	09
10	\$ 51,946	\$ 51,946	\$ 53,870	\$ 54,511	\$ 56,703	\$ 57,830	10
11	\$ 53,245	\$ 53,245	\$ 55,217	\$ 55,874	\$ 58,262	\$ 59,421	11
12	\$ 54,576	\$ 54,576	\$ 56,597	\$ 57,271	\$ 59,864	\$ 61,055	12
13	\$ 55,940	\$ 55,940	\$ 58,012	\$ 58,703	\$ 61,511	\$ 62,734	13
14	\$ 57,199	\$ 57,339	\$ 59,462	\$ 60,170	\$ 63,202	\$ 64,459	14
15	\$ 58,486	\$ 58,772	\$ 60,949	\$ 61,825	\$ 64,940	\$ 66,231	15
16	\$ 59,802	\$ 60,241	\$ 62,473	\$ 63,525	\$ 66,726	\$ 68,053	16
17	\$ 60,998	\$ 61,446	\$ 64,034	\$ 65,272	\$ 68,561	\$ 69,924	17
18	\$ 62,218	\$ 62,675	\$ 65,795	\$ 67,067	\$ 70,446	\$ 71,847	18
19	\$ 62,218	\$ 63,929	\$ 67,605	\$ 68,911	\$ 72,384	\$ 73,823	19
20	\$ 62,218	\$ 65,207	\$ 69,464	\$ 70,806	\$ 74,374	\$ 76,038	20
21	\$ 62,218	\$ 65,207	\$ 71,374	\$ 72,753	\$ 76,420	\$ 78,319	21
22	\$ 62,218	\$ 65,207	\$ 73,337	\$ 74,754	\$ 78,521	\$ 80,668	22
23	\$ 62,218	\$ 65,207	\$ 75,354	\$ 76,997	\$ 80,680	\$ 83,088	23
24	\$ 62,218	\$ 65,207	\$ 77,426	\$ 79,307	\$ 83,101	\$ 85,581	24
25	\$ 62,218	\$ 65,207	\$ 79,555	\$ 81,686	\$ 85,594	\$ 88,149	25

Appendix B Extra Duty Pay

Scale

Extra Duty  
Pay Schedule

<b>Supplemental School Pay 2017-2020</b>	
<b>POSITION - HIGH SCHOOL</b>	
Athletic Director	\$7,500.00
<b>FALL SPORTS</b>	
Cheer Sponsor	\$6,100.00
Asst. Cheer Sponsor	\$2,700.00
Head Football	\$6,818.00
Assistant Football	\$4,308.00
Head Boys Soccer	\$6,100.00
Assistant Boys Soccer	\$3,629.00
Head Volleyball	\$6,100.00
Assistant Volleyball	\$3,685.00
Cross Country	\$6,100.00
Assistant Cross Country	\$3,075.00
Head Boys Swimming	\$6,100.00
Head Boys Tennis	\$6,100.00
Assistant Boys Tennis	\$3,075.00
Dance Sponsor	\$6,000.00
Assistant Dance Sponsor	\$3,000.00
<b>WINTER SPORTS</b>	
Head Boys Basketball	\$6,818.00
Assistant Boys Basketball	\$4,308.00
Frosh Boys Basketball	\$4,308.00
Head Girls Basketball	\$6,818.00
Assistant Girls Basketball	\$4,308.00
Head Girls Swimming	\$6,100.00
Assistant Girls Swimming	\$3,075.00
Head Wrestling	\$6,318.00
Assistant Wrestling	\$3,901.00
<b>SPRING SPORTS</b>	
Head Track	\$6,223.00
Assistant Track Coach	\$3,773.00
Head Girls Soccer	\$6,100.00

Assistant Baseball	\$3,592.00
Head Girls Tennis	\$6,100.00
Assistant Girls Tennis	\$3,075.00
<b>Position- Middle School</b>	
Athletic Director	\$3,762.00
<b>FALL SPORTS</b>	
Cheer Sponsor	\$3,000.00
Assistant Cheer Sponsor	\$2,000.00
Head Boys Soccer	\$3,000.00
Assistant Boys Soccer	\$2,000.00
Head Volleyball	\$3,000.00
Assistant Volleyball	\$2,000.00
Cross Country	\$3,000.00
Dance Sponsor	\$2,000.00
<b>WINTER SPORTS</b>	
Head Boys Basketball	\$3,000.00
Assistant Boys Basketball	\$2,000.00
Head Girls Basketball	\$3,000.00
Assistant Girls Basketball	\$2,000.00
Head Wrestling	\$3,000.00
<b>SPRING SPORTS</b>	
Head Track	\$3,000.00
Assistant Track Coach	\$2,000.00
Assistant Track Coach	\$2,000.00
Head Girls Soccer	\$3,000.00
Assistant Girls Soccer	\$2,000.00

<b>Fine Arts Extra Duty</b>	
<b>Paid when criteria met</b>	
<b>BAND STIPENDS</b>	
High School Band	\$4,000.00
Assistant HS Band	\$3,000.00

Middle School Band	\$2,000.00
Marching Band	\$3,000.00
Other Ensembles (Jazz, Pep Band, Drumline etc.)	\$1,500.00
ORCHESTRA STIPENDS	
High School Orchestra	\$4,000.00
Assistant HS Orchestra	\$3,000.00
Middle School Orchestra	\$2,000.00
Select Ensemble (Strolling Strings, Chamber Group)	\$1,500.00
VOCAL MUSIC STIPENDS	
High School Vocal Music	\$4,000.00
Middle School Vocal Music	\$2,000.00
Select Choir (Show Choir, Jazz Choir Chamber Choir)	\$1,500.00
ELEMENTARY MUSIC STIPENDS	
Elementary Music (per building)	\$1,400.00
Elem/Sec Art Stipend	
Elementary/Secondary Art (per teacher, per building)	\$1,400.00
THEATRE/ MUSICAL	
High School Play Director	\$2,000.00
Assistant HS Play Director	\$1,000.00
HS Play Technician Director	\$1,500.00
HS Play Costumer	\$1,000.00
Middle School Play Director	\$1,500.00
Assistant MS Play Director	\$1,000.00
MS Play Director	\$1,000.00
MS Play Costumer	\$1,000.00
High School Musical Director	

	\$3,500.00	
High School Musical Vocal Director		\$2,000.00
HS Musical Technical director		\$2,000.00
HS Musical Costumer		\$2,000.00
HS Musical Accompanists		\$1,500.00
HS Musical Choreographer		\$1,500.00
HS Musical Orchestra/Pit Director		\$1,500.00
Assistant HS Musical Director		\$1,500.00
<b>DANCE STIPEND</b>		
HS Dance (non-drill team/dance team)	\$1,500.00	
HS Dance Technical Director		\$725.00
<b>DEBATE STIPENDS</b>		
HS Debate	\$4,000.00	

<b>School Based Activities</b>		
Newspaper		\$2,200.00
Yearbook		\$2,200.00
Robotics/Science Teams		\$2,000.00
Math Teams		\$1,000.00
Class Sponsor		\$2,800.00
ACT Coach		\$1,000.00
Student Council		\$1,000.00
National Junior Honor Society		\$1,000.00
<b>School Clubs or Activity Sponsors</b>		
	Meet criteria of meeting once a month	
4-20 students	year	550 per
21-50 students	year	825 per
51 or more students	year	1100 per

<i>Other funding sources</i>	
<b>Building Support Stipends</b>	
AV Coordinator	\$1,375.00

Department Chair- Max 7 per HS	\$825.00
MO Option Coordinator	\$2,500
Middle Level Content Leader	\$ 825
Workshop Participant (certified)- Only paid when designated. CEU's will be used in most cases.	\$25.00/hr
Workshop Participant (classified)	\$20.00/hr
PD Chair	\$750.00 per semester
<b>Extra Assignment</b>	
Site Manager ( <i>Basketball, Football, Soccer, Volleyball</i> )	\$82.50 per game (4 game cap) \$41.25 per game (After 4 games)
Assistant Site Manager ( <i>Basketball, Football, Soccer, Volleyball</i> )	\$50.00 per game (4 game cap) \$41.25 per game (After 4 games)
Ticket Seller, Taker, Announcer, Timer/Scorer, Chain Crew Member ( <i>Basketball, Football, Soccer, Volleyball</i> )	\$33.00 per game (4 game cap) \$16.50 per game (After 4 games)

### **KCPS Athletic and Fine Arts Duty Stipend Criteria**

The athletic and fine arts stipends approved in this document pertain to additional duties an employee must complete to enhance the extra or co-curricular experience of our students. It is understood that occasional situations such as illness, family emergencies, etc. could prevent an employee from completing an event, however this would not result in a loss of the stipend.

#### **ATHLETICS CRITERIA**

Requirements:

- Attend 4-5 practices per week during the season
- Attend scheduled games/tournaments

## **FINE ARTS**

### **BAND**

#### **High School Band (Head \$4,000, Asst. \$3,000)**

- Presents a minimum of two concerts outside the school day
- Participates in MSHSAA Large Group Music Festival (orequivalent)
- A minimum of five students will audition for KC-Metra All-District Band (orequivalent)
- A minimum of five students will participate in MSHSAA District Solo and Small Ensemble contest (or equivalent)
- Keeps current inventory of instruments, beginning/end of year instrument preparation, organization, and arranging as necessary
- If a teacher teaches at two high schools, they receive two stipends if the criteria is met at both schools.
- If an orchestra teacher also teaches high school band, they will also receive this stipend as long as the criteria is met.

#### **Middle School/Junior High Band (Head \$2,000, Asst. \$1,500)**

- Minimum of two concerts outside the school day
- Participates in KC Metro JH Band Festival (orequivalent)
- A minimum of five students will participate in MS/JH Instrumental Solo Festival (or equivalent)
- Keeps current inventory of instruments, beginning/end of year instrument preparation/organization and music library, and arranging if necessary
- If a HS teacher teaches middle school/junior high at their same school, they also receive this stipend if the criteria is met.
- If a teacher also teaches at a second middle school/junior high they receive this stipend a second time, if the criteria is met.
- If an orchestra teacher also teaches middle school band, they will also receive this stipend as long as the criteria is met.

#### **Marching Band (Head \$3,000, Asst. \$2,500)**

- Summer preparation
- Rehearses outside of school day
- Performances at football games and local parades
- Writes and arranges music
- Charts shows
- Directs and rehearses any auxiliary groups.

#### **Other Ensembles (Jazz Band, Pep Band, Drumline, Brass Choir, etc.) (\$1,500)**

- This stipend is for instrumental ensembles that meet on a regular basis outside the school day and performances.

- The director may receive one stipend for each ensemble as long as the criteria is met.
- These must be agreed to by the building principal and the district Fine arts director prior to the beginning of the school year.
- The group meets at least half of one year on a regular basis.
- This includes any smaller jazz combos, trios, quintets, that are sub-groups of the whole ensemble and does not pay an additional stipend.
- If the “Other Ensemble” is a course during the school day, the stipend is 50%.
- **Pep Band**
  - Includes necessary rehearsals and performances of for a minimum of eight basketball or football performances
  - Enough prepared performers to be heard
- **Drumline**
  - Rehearsed by band director
  - This is a recognized music ensemble that is a part of the building instrumental music program.
  - This group reads music.
  - Directors of groups that play by rote and are a school “club” are not eligible for this stipend.

## **ORCHESTRA**

### **High School Orchestra (Head \$4,000, Asst. \$3,000)**

- Presents a minimum of two concerts outside the school day
- Participates in MSHSAA Large Group Music Festival (or equivalent)
- A minimum of five students will participate in MSHSAA District Solo and Small Ensemble contest (or equivalent)
- Keeps current inventory of instruments, beginning/end of year instrument preparation/organization and arranging as necessary
- If a teacher teaches at two high schools, they receive two stipends if the criteria is met at both schools.
- If a band teacher also teaches high school orchestra, they will also receive this stipend as long as the criteria is met.

### **Middle School/Junior High Orchestra (Head \$2,000, Asst. \$1,500)**

- Minimum of two concerts outside the school day
- Participates in KC Metro JH Band Festival (or equivalent)
- A minimum of five students will participate in MS/JH Instrumental Solo Festival (or equivalent).
- Keeps current inventory of instruments, beginning/end of year instrument preparation/organization and music library and arranging as necessary
- If a teacher teaches middle school/junior high at their same school, they also receive this stipend, if the criteria is met.
- If a band teacher also teaches middle school band, they will also receive this stipend if the criteria is met.

### **Other Ensembles (Chamber Group or Strolling Strings, etc.) (\$1,500)**

- This stipend is for instrumental ensembles that meet on a regular basis outside the school day and performances.

- The director may receive one stipend for each ensemble if the criteria is met.
- These must be agreed to by the building principal and the District Fine arts director prior to the beginning of the school year.
- The group meets at least half of one year on a regular basis.
- This includes any smaller trios, quintets, that are sub-groups of the whole ensemble and does not pay an additional stipend.
- If the “Other Ensemble” is a course during the school day, the stipend is 50%.

## **VOCAL**

### **High School Vocal (Head \$4,000, Asst. \$3,000)**

- Presents a minimum of two concerts outside the school day
- Participates in MSHSAA Large Group Music Festival (or equivalent)
- A minimum of five students will audition for KC-Metro All-District Band (or equivalent).
- A minimum of five students will participate in MSHSAA District Solo and Small Ensemble contest (or equivalent).
- Keeps current inventory of music, and arranging as necessary
- If a teacher teaches at two high schools, they receive two stipends if the criteria is met at both schools.

### **Middle School/Junior High Vocal (Head \$2,000, Asst. \$1,500)**

- Minimum of two concerts outside the school day
- Participates in an area honor choirs or festival (or equivalent),
- A minimum of five students will participate in MS/JH Vocal Solo/Small Ensemble Festival (or equivalent).
- Keeps current inventory of music library, and arranging as necessary
- If a teacher teaches at two high schools, they receive two stipends if the criteria is met at both schools.
- If a teacher teaches middle school/junior high at their same school, they also receive the stipend if the criteria is met.
- If a teacher also teaches at a second middle school/junior high they receive this stipend a second time, if the criteria is met.

### **Other Ensembles (Chamber Choir, Show Choir, Jazz Choir) (\$1,500)**

- This stipend is for vocal ensembles that meet on a regular basis outside the school day and performances.
- The director may receive one stipend for each ensemble if the criteria is met.
- These must be agreed to by the building principal and the district fine arts director prior to the beginning of the school year.
- The group meets at least half of one year on a regular basis.
- This includes any smaller vocal jazz groups, trios, quintets, that are sub-groups of the whole ensemble and does not pay an additional stipend.
- If the “Other Ensemble” is a course during the school day, the stipend is 50%.

### **ELEMENTARY MUSIC (\$1,400) – Not Currently Funded**

- Presents a minimum of five elementary music presentations outside the school day
- If some elementary music productions are presented during the school day and some

elementary productions are presented outside the school day, the teachers should be paid

\$200 per outside of school production, only.

### **ELEMENTARY AND SECONDARY VISUAL ART (\$1,400) – Not Currently Funded**

- Preparation, hanging and removing Visual Art displays

**HIGH SCHOOL PLAY** - (A director may receive more than one stipend if they serve more than one role or produce more than one play.)

#### **High School Play Director (\$2,000)**

- Responsible to oversee all aspects of the High School Play (Selection, license agreements, casting, schedule and direct rehearsals, coordination of music staff and productions, meetings, marketing, etc.)

#### **Assistant High School Play Director (\$1,000)**

- Responsible to assist High School Play Director (Selection, license agreements, casting, schedule and direct rehearsals, coordination of music staff and productions, meetings, marketing, etc.)

#### **High School Play Technical (\$1,500)**

- Responsible for all technical aspects of the High School Play (sound, lighting, sets, props, etc.)
- Supervises costumes and changes during run of show
- Attends production meetings as necessary

#### **High School Play Costumer (\$1,000)**

- Responsible for design, build, care/cleaning, purchase or rental of all costumes necessary for the High School Play
- Supervises costumes and changes during run of show
- Attends production meetings as necessary

**HIGH SCHOOL MUSICAL** (It is possible for one person to receive more than one of the stipends below. Example: The Vocal Director may also be the Accompanist and should receive both stipends.)

#### **High School Musical Director (\$3,500)**

- Responsible to oversee all aspects of the High School Musical (selection, license agreements, casting, schedule and direct rehearsals, coordination of music staff and productions, meetings, marketing etc.)

#### **High Musical Vocal Director (\$2,000)**

- Responsible to assist in casting, rehearsing and teaching necessary vocal music
- Attends dress and technical rehearsals, performances, and necessary production meetings

#### **High School Musical Technical Help (\$2,000)**

- Responsible for all technical aspects of the musical (sound, lighting, sets, props, etc.)
- Attends all dress and technical rehearsals, performances and production meetings

#### **High School Musical Costumer (\$2,000)**

- Responsible for design, build, care/cleaning, purchase or rental of all musical costumes
- Supervises costumes and changes during run of show

- Attends production meetings as necessary

#### **High School Musical Accompanists (\$1,500)**

- Responsible for musical accompaniment at all musical rehearsals, dress and technical rehearsals, performances
- Erasure of rental scores

#### **High School Musical Choreographer (\$1,500)**

- Responsible to design/teach necessary choreography
- Attends choreography rehearsals, musical dress and technical rehearsals, performances, and necessary production meetings

#### **High School Musical Orchestra Pit Director (\$1,500)**

- Responsible for adult or student “pit” selection
- Attends rehearsals, dress and technical rehearsals, music performances
- Erasure of rental scores

#### **Assistant High School Musical Director (\$1,500)**

- Responsible to assist High School Musical Director (selection, license agreements, casting, schedule and direct rehearsals, coordination of music staff and productions meetings, marketing, etc.)

### **MIDDLE SCHOOL PLAY**

#### **Middle School Play Director (\$1,500)**

- Responsible to oversee all aspects of the Middle School Play (Selection, license agreements, casting, schedule and direct rehearsals, coordination of music staff and productions, meetings, marketing, etc.)

#### **Assistant Middle School Play Director (\$1,000)**

- Responsible to assist Middle School Play Director (Selection, license agreements, casting, schedule and direct rehearsals, coordination of music staff and productions, meetings, marketing, etc.)

#### **Middle School Play Technical (\$1,000)**

- Responsible for all technical aspects of the Middle School Play (sound, lighting, sets, props, etc.)
- Attends all dress and technical rehearsals, performances, and production meetings

#### **Middle School Play Costumer (\$1,000)**

- Responsible for design, build, care/cleaning, purchase or rental of all costumes necessary for the Middle School Play
- Supervises costumes and changes during run of show
- Attends production meetings as necessary

### **DANCE INSTRUCTOR (\$1,000)**

- Responsible for a minimum of one formal dance concert, as well as other performances outside the school day.
- Responsible for outside the school day rehearsals, choreography design, costuming, rehearsal schedules, technical needs, music selection, marketing

#### **Dance Concert Technical Help (\$750)**

- Responsible for all technical aspects of the Dance Concert (sound, lighting, props, etc.)
- Attends all dress and technical rehearsals, performances, and production meetings

## **KCPS Secondary Team Leaders/Department Chairpersons Responsibilities**

- Work with the principal, and other building leaders, to develop clear instructional guidelines for instruction in the school.
- Work with teachers to ensure that data is used effectively as a useful measure of progress.
- Actively engage department members in reviewing the quality of teaching and learning across the department
- Be responsible for the efficient running of his/her department.
- Bring to the attention of the Principal any academic or professional challenges which arise within the department
- Work with district Curriculum Coordinator to assist in identifying department needs
- Serve as a role model in the effective collaboration of a professional learning community

KCPS and KCFT & SRP agree to the following:

The parties acknowledge and tentatively agree to the terms reached under the 2020-2023 CBA, contained herein and described, in full, in the preceding pages. This agreement is effective August 12, 2020, as approved by the Kansas City Public Schools Board of Directors and the membership of the KCFT & SRP. It shall expire in compliance with the terms contained in the document.

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KCPS

\_\_\_\_\_  
KCFT & SRP

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date