



**Collective Bargaining Agreement Between
Kansas City Public Schools And
The Kansas City Federation of Teachers and School Related
Personnel
for Classified Staff**

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Preamble:

This Collective Bargaining Agreement (hereinafter called the “CBA”) is entered into this 1 day of July 2027, by and between Kansas City Public Schools and The Kansas City Federation of Teachers and School Related Personnel. It is the intent and purpose of the Parties hereto that this three (3) year agreement promote the mutual interests of Kansas City Public Schools and The Kansas City Federation of Teachers and School Related Personnel.

Kansas City Public Schools and the Kansas City Federation of Teachers & School-Related Personnel, Local 691 share a joint commitment to diversity, equity, and inclusion in the workplace. This commitment includes, but is not limited to, creating, and sustaining school environments that: attract and retain a staff that is diverse in skills and experiences and reflects the diversity of the students we serve; treat all staff with dignity and respect; and implement culturally responsive teaching practices that build upon the strengths of our students.

Article 1: Terms of the Agreement

A: Negotiations

1. The term of this Agreement shall remain in effect until July 1, 2027, 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.
2. 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 July 1, 2027.
3. On a mutually agreed upon date by July 31st of each preceding negotiation year, the Union President and Executive Director of Human Resources Officer shall meet to discuss their negotiation teams, norms, and dates for negotiations. Any change to the teams shall be presented to the other lead negotiator prior to implementation.
4. The Union President and the Executive Director of Human Resources will meet at a mutually agreed upon location to exchange negotiation packages no later than 30 days prior to commencement of negotiations.
5. The parties acknowledge that during the negotiations that resulted in this three (3) year agreement, each had the unlimited right and opportunity to make proposals with respect to all lawful subjects or matters of collective bargaining and that this three (3) year agreement sets out the parties' complete agreement on all subjects on which the parties bargained or could have bargained.

Article II. Union and Management Rights

A: Rights of Organizational Association

The Board recognizes the right of employees in the Classified Unit:

- I. To associate with such legal and recognized labor, social, and fraternal organizations as they desire.
- II. 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 exclusive representative for full time and part time non-certified education employees, (Paraprofessionals, Nurses, Security Officers and Dispatchers; Secretarial/Clerical Employees; and Professional/Technical Employees) employed by Kansas City Public Schools, hereinafter “KCPS.” Such recognition shall continue by Kansas City Public Schools, hereinafter “KCPS.” Such recognition shall continue until decertification or change in certification pursuant to Missouri State Board of Mediation Rules and Regulations.

C: Non-Discrimination by the Majority Representative

KCFT&SRP agrees to comply with all national AFT, federal, state and local anti-discrimination policies, laws and regulations concerning sex, race, religion, color, national origin, ancestry, age, disability, sexual orientation, gender identity, genetic information, or any other factor prohibited by law or based upon a belief that such a factor exists.

D: Exclusive Representative Information:

The district will make available, upon, request by the Union, at appropriate times to the KCFT President all available and existing reports, information, and statistics pertinent to the welfare of the unit’s membership.

E: Union Communications:

Union communications may be placed in employee mailboxes, subject to Board and Administrative Policy.

F: Visits to Schools:

Union representatives may visit schools only before and after school, or during lunch periods. A prescheduled meeting including administration, or a building emergency shall not constitute as a “visit.” 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

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report to the school office. Union representatives shall follow the building procedures for visitors by signing in at the office and/or security desk.

G: Release Time for Union Negotiation Team Members:

Individuals employed by the District and chosen by the KCFT-SRP President to represent members of the Classified Unit in negotiations with representatives of the District shall be given release time from their duties as an employee of the District to participate in these negotiations within prescribed limits and timetables to be worked out by mutual consent.

H: Deduction of Dues OR (COPE) Contributions for 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 the union membership shall be made for any employee.
6. The union 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 Classified Staff

The District and the Union will post the CBA on their respective websites within 30 days after final approval and signatures.

J: Exclusive Representative Parking Space

The District shall provide one (1) parking space at the Board of Education for the KCFT President 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 between KCPS and 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 Central Office Administration for interpretation and enforcement.

It is understood and agreed that the Board of Education possesses the sole right to operate the District and retains all management rights subject to the terms of this agreement.

Article III: Labor Management Collaboration

The District and the Union agree to collaborate in a respectful manner to address common issues, resolve problems, and identify opportunities for improvement. In addition, they will propose and evaluate solutions and agree on recommendations. The District and the Union agree that it is in their mutual interest to be involved in a collaborative process in the following areas:

- A. The strategic direction of the District;
- B. Training and professional development;
- C. Classified performance evaluation;
- D. Local school governance;
- E. Dispute and resolution;
- F. Employee benefits programs; and
- G. Staff retention.

Collaboration Committees:

All district and building committee members will participate on a voluntary basis without undue influence. Committee members will serve without additional KCPS compensation. All committee meetings will occur outside of the workday.

I: Committee on Discipline Enforcement

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 Officer and/or Superintendent no later than March 31. All other reviews shall be executed to ensure compliance with city, state, and federal regulations;
 - ii) Examine recommendations from the Faculty 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 fourteen (14) members; seven (7) 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 five (5) of the members appointed by the Union shall be from the certified unit.

II: Faculty Advisory Committee:

1. Each school shall have the opportunity to form a Faculty Advisory Committee (FAC) elected by members of the instructional staff.
2. Each school, who has a minimum of 5 instructional staff willing to serve, shall form a Faculty Advisory Committee (FAC) elected by members of the instructional staff. Where applicable, this committee shall include a representative from the Classified Unit.
3. 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 FAC shall then select a chair of the committee.
4. The function of the FAC shall include meeting with the Building Administrator, or designee, for the purposes of:
 - A. Discussing concerns, recommendations, and/or proposals from the instructional staff and implementation of new programs, regulations, and/or procedures by the administration;
 - B. Assist in resolving staff concerns prior to filing a grievance.
 - C. Assisting, as requested, with the preparation of agendas for faculty meetings;
 - D. Forwarding suggestions regarding modifications on the Code of Student Conduct to the Committee on Discipline Enforcement (CODE).
 - E. The FAC may also include analyzing data on discipline and making recommendations to resolve discipline problems.
5. The school administrator or their administrative designee shall, except in emergencies, advise and discuss with the FAC of any new rules and changes in existing rules, regulations, and procedures before they are implemented.
6. The FAC meetings shall be open meetings. School instructional staff other than FAC members may attend the meetings.
7. The building principal will consider but is not bound by any decision of the FAC.

III: Employee Benefits Committee (EBC)

1. The EBC will have the opportunity to participate in discussions concerning medical, dental, and life insurance products. The EBC will examine basic products and coverage made available by KCPS.
 - i) The Benefits Department will develop Requests for Proposal (RFPs), at least every five years, to vendors for the medical, 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 Committee with a final recommendation to the Board of Directors, including the recommendation of the EBC.
 - iii) The EBC shall be comprised of members of the Benefits Department, The CFOO, CHRO and other such administrative departments as designated by the District. The Unit shall have two members on the committee.

2. The EBC will hold quarterly insurance update meeting.

IV: 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 prior to the first day of school each year, as mutually agreed to by the Union President and Executive Director of Human Resources.

V: Monthly Discussion Meetings

1. In order to provide continuous cooperation between the Union and the District, the Superintendent and KCFT& SRP President shall 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.

2. The parties agree to cooperate in arranging special or emergency meetings to ensure prompt actions in emergencies situations.

VI: Classified Evaluation Committee

The District and the Union will each designate an equal number of members to serve on this committee. Team members should include members from various units selected by the KCFT-SRP President and Administration representatives. The Committee will review the Classified Evaluation Assessment as needed for updates/revisions, which shall serve as recommendations but are not binding on the administration in revising the performance assessment tool.

VII: District Professional Development Committee

1. The Union and the District shall appoint 7 members from each party to serve on a district level Professional Development Committee. The committee shall meet once a semester to plan for the implementation of quality professional development in the next semester.

2. The committee shall collaborate in the development of a system wide professional evaluation tool to be implemented for all district level PD.

3. The results of professional development surveys will be evaluated as part of the work of the committee to ensure staff are receiving relevant, high quality, instructional focused professional development.

VIII: Building Code of Conduct

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

- i. Assistant Superintendent of School Leadership or their designee,
- ii. Principal or their designee
- iii. Union President or their designee
- iv. Union Building Representative(s)
- v. Members of the Faculty Advisory Committee.

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, and handheld transceivers are not intended for communication which could 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 relocate students to a suitable learning environment.

C. Privacy of Employees

1. 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.
2. When the Administration has a need to meet with the employee regarding a matter that may lead to discipline of that employee, the employee will be given specific reasons for the meeting, 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) if the employee's representative is unable to meet. KCFT&SRP will make every reasonable effort to accommodate the meeting request within twenty-four (24) hours. Representation is limited to a member of the Union.
3. Letters of concern or reprimand shall not be delivered exclusively by electronic mail and shall allow for the supervisor and employees original signature. Employee signature indicates receipt only and not agreement with a written reprimand or complaint.
4. Any record adverse to the interest of an employee placed in an employee's personnel file shall be removed immediately from such file, if, as the result of the grievance procedure, it is demonstrated that the adverse record should not have been placed in the employee's file.
5. Progressive discipline shall be used in disciplinary matters and shall include:

- a) Verbal conversation/letter of expectation
 - b) Letter of concern
 - c) Letter of reprimand
 - d) Letter of final reprimand
 - e) Termination
6. KCPS administration reserves the right to skip steps in the disciplinary process, depending on the severity of the issue or behavior. Permission to skip steps must be granted in writing by the Director of HR or their Representative.
 7. All performance management steps beyond verbal conversations shall be submitted to the HR department before being administered.
 8. Management should seek approval from the chief of human resources before taking any disciplinary action more serious than a verbal conversation.
 9. Displacement of employees shall be approved by the chief of human resources.
 10. Letters of Expectation which are over two years old shall not lead to an increase level of disciplinary response.

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.

E. Inclement Weather Communications

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

C. Inclement Weather Provisions:

1. **Less than 12-month employees who work at school sites that are closed due to inclement weather conditions or emergencies:**
 - a) Shall not report to work but will be available during instructional hours during AMI

days. Employees shall be paid for the snow days which are not AMI days.

- b) Shall make up the missed days at the end of the school year if certified staff are required to make up the days.
- c) Shall be paid for missed days when they are made up.
- d) Shall be paid for any inclement weather day deemed a “superintendent emergency.”

2. Twelve Month employees who work at school sites (including all CTE employees regardless of site location) that are closed due to inclement weather conditions or emergencies:

- a. Shall not report to work, unless employed as a security officer.
- b. Security officers shall report at the regular start time unless a delayed start time is communicated by their supervisor.
- c. Shall not receive compensation for the inclement weather/emergency days but may use any available vacation/PTO time to be paid for period the schools are closed.
- d. In the event school is canceled after employees show up for work, they shall receive two hours pay.
- e. Shall have the ability to report to work on a day closed due to inclement weather but must report at the time given by the supervisor. The day shall be paid at the full rate of pay if the employee shows up by the required report time.
- f. Secretaries and School Business Analyst have the option to report to work when school is canceled for inclement weather if the board offices remain open or use PTO. Opening hours will be determined based on safe sidewalk and driveway passage. Employees report to work by the District established report time will be paid for the full day.
- g. When school is canceled due to inclement weather and the superintendent closes the board offices under an emergency provision, 12 months employees will not be required to use vacation or PTO.

3. Twelve-month employees who work at department/ sites other than a school:

- a. Shall report to work at the regular start time unless notified by their supervisor at the direction of the superintendent. The employee may use any available vacation/PTO time if they choose not to report on days the district closes buildings for inclement weather unless they are essential personnel.
- b. This provision shall apply to all KCPS employees whether hourly or exempt.
- c. In the event school is cancelled after employees show up to work, they shall receive two hours show up pay if they are not allowed to work the rest of the day.
- d. Shall have the ability to report to work on a day closed due to inclement weather but must report at the time given by their supervisor. The day shall be paid at the full rate of pay if the employee shows up by the required report time and completes their regular work schedule.
- e. When school is cancelled due to inclement weather and the superintendent closes the board office under an emergency provision, 12-month non-school site employees will not be required to use vacation or PTO.

4. Security Officers are first responders, and thus KCPS essential personnel, and shall report at their regular duty time unless notified by the first line supervisor, dispatcher and security management.

F. **New Policies Affecting Unit**

Content of all new policies affecting the employment or working conditions of members of the Classified Unit shall be communicated in writing to all members of the Unit and the KCFT President within thirty (30) days of approval. Notification of the new policy will occur prior to an employee being disciplined for violation of the policy.

G. **Caregiver/ Staff Communication**

1. KCPS will not tolerate any verbal or physical abuse or harassment during a meeting with a caregiver.

H. **Personnel Records**

1. A central personnel record shall be kept for each employee of the District. Except for confidential reference documents, an employee shall have access to the central personnel record.

2. 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.

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

I. **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.

J. **Professional Dress**

1. 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.

2. Business casual shall be defined as:

i) Neat and clean, free from holes and rips, slacks, pants, jeans and suit pants, skirts, and dresses are acceptable. Knee-length shorts may be worn if staff is participating in an outdoor school-sponsored event.

ii) Shirts, tops, blouses, and jackets, casual shirts, dress shirts, sweaters, tops, golf-type

shirts, and turtlenecks, suit jackets, and sports jackets are acceptable attire for work.

iii) 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.

3. Attire such as gym clothes (unless specific to employment position), miniskirts, 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 are 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 except for overalls and coveralls.

K. Itinerant Personnel

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

L. Unsafe and Hazardous Conditions

1. 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.

2. 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.

3. KCPS shall report any unsafe and/or hazardous conditions that are disruptive to the learning environment to the KCFT&SRP President within 30 minutes of Cabinet being notified.

M. Staff Restrooms

There shall be adequate restrooms for all employees which are not used by students.

N. Technology and Supplies

- a. Each employee will be provided with the appropriate supplies and materials, as established by the department supervisor and with input from the bargaining unit, required for the performance of their assigned task and duties throughout the school year.
- b. All health centers shall have adequate supplies to facilitate optimum first aid and health screening procedures. The bathroom within the health centers will not be shared with non-medical staff due to health and safety guidelines.
- c. In the event another extended work from home event occurs, appropriate equipment will be made available by the district.

O. Translating Duties

- a. All classified employees (except ESL paraprofessionals)
 - 1. Except in case of emergency, when a translator is not available, or the ESL office could not be contacted, classified employees shall not be pulled from their normal duties to translate or interpret documents.
 - 2. In those cases, mentioned above, school personnel may need assistance with translator services, the ESL office or a translator will be contacted before a classified employee is pulled from their normal duty.
 - 3. If a classified employee is removed from their normal duty for more than one hour to provide translating services, that employee shall be paid at a rate of \$13.50 an hour, in addition to his or her regular rate of pay, for the period of time such employee is removed from their normal duty.
 - 4. The rate of \$13.50 an hour shall be prorated for no less than 15 minutes of translating duties.
- b. ESL Paraprofessionals:
 - 1. ESL paraprofessionals will not translate for more than two hours without a 15-minute break unless it interferes with testing.

P. Transportation of Equipment

To assist with transportation of equipment such as computers, KCPS will assign a vehicle to the information technology technicians.

Q. Job Orientation

Each supervisor will conduct appropriate orientation for their employees and program..

R. Employee Evaluations:

- a. All formal evaluations shall be in writing. The evaluation should be discussed with the employee before this incorporated into their personnel file and a copy will be delivered to the employee at the time of such a discussion. All evaluations should be performed by supervisory management personnel and discuss with the employee by supervisory management personnel
- b. All employees must sign her evaluation's to indicate they have seen them and received a copy. Signature indicates receipt, not agreement with evaluation.
- c. Employees shall have the right to submit a written statement or a bottle to their evaluation and it shall be included in their personnel file.

S. Employee Time In-Out

Employees will be allowed to time in and out at the time clock or a district provide a computer/device.

T. Annual Notification

Classified employees shall receive an annual notification stating their position name, location, number of calendared workdays, start and ending date, number of work hours, and hourly rate of pay. This is with the understanding that some items may change due to enrollment. The district will provide the annual notification within 15 days of the start of the semester.

U. Flex Time:

Classified staff with the approval of their supervisor may request to flex their schedule within the week when it is necessary to complete certain key tasks. Written approval must be granted by HR to the building Administrator.

Ex: If a secretary is needed to work Back-To-School Night for two (2) hours, the supervisor could allow the employee to go home two (2) hours earlier or come in two (2) hours later on another day in the same week.

Article V: Work Day, Work Year, Work Day Provisions, Overtime by Unit

Board Certified Behavior Analyst

A. Work year.

1. The work year of employees in the Board-Certified Behavior Analyst shall be 12 months.

B. Workday

1. The workday for employees in the Board-Certified Behavior Analyst Unit shall be seven (7) hours and thirty (30) minutes.

C. Workday Provisions

1. Behavior Analysts shall receive an uninterrupted thirty (30) minute office hours per day for paperwork and issues of compliance.
2. Behavior Analysts shall receive a duty free 30-minute lunch period, in addition to the 7.5 hour designated workday.

D. Overtime

1. Employees in the Behavior Analyst Unit shall not qualify for overtime.

Early Learning Pre-K Programs (Excluding Head Start)

A. Work Year

1. The work year of employees in the Early Childhood Unit shall be 187 days.

B. Workday

1. The workday for employees in the Certified Early Childhood Instructors unit shall be seven (07) Hours and 35 minutes per day.
2. The workday for Early Learning Teaching Assistants shall be eight and one-half hours (8.5) Monday through Friday. They shall receive one thirty (30)-minute unpaid duty-free lunch period included in the workday. They shall receive two (2) fifteen-minute (15) breaks. These breaks will be scheduled in coordination with the Coordinator of Early Learning and shall be consistent with the classroom's instructional needs.
3. The work week for Pre-K Early Learning Assistants (PELA) shall generally be a minimum of 25 hours per week based on program needs.

C. Workday Provisions

1. During the lead instructor and the teaching assistant lunch/break, the PELA will be the second person in the classroom. They shall work with the lead instructor and the teaching assistant to carry out lesson plans, participate in the cleaning of the classroom equipment, material preparation, compile information for the DRDP through taking pictures, written observations and communication with the instructor and assistant. Administration will provide timely notice to classrooms if any changes are made to the PELA schedule.
2. Early Learning Teaching Assistants are to remain on the school campus for all paid breaks. Paid breaks may only be combined with an unpaid lunch when it becomes programmatically necessary to meet the needs of the students and with the consent of the coordinator of Early Childhood. Paid breaks may not be used to leave the work site before the end of an assigned shift.
3. The length of the classified teaching assistant workday when students are not in attendance will be seven hours, which includes a one-hour (1) lunch break which may be taken at the end of the day if it does not conflict with planned professional development activities.
4. Planning Time: Early Learning Teaching Assistant will participate in thirty (30) minutes of planning time five (5) days per week jointly with their assigned Certified Early Learning Instructor when possible.
5. Caregiver/Teacher Conferences: Early Learning Teaching Assistants will be present and assist with two (2) caregiver-teacher conference opportunities each school year and adhere to the KCPS district caregiver-conference schedule and hours for fall/spring conferences and workdays. If this requires additional pay, employees will complete exception-based pay forms for time worked.

D. Overtime

1. Instructors shall not qualify for overtime.
2. Instructional Assistants and PELAs shall qualify for overtime, after they have physically worked 40 hours per week. Overtime shall have prior written approval from building administration.

Family and Community Engagement

A. Work year:

1. The work year of employees in the District Substitution Unit shall be 12 months.

B. Workday

1. The workday for employees in the District Substitution Unit shall be seven (7) and one-half hours per day. FACE employees shall receive a thirty (30) minute duty free lunch, and two fifteen (15) minute breaks.

C. Workday Provisions

1. Employees in the FACE position shall be allowed off campus time, with administrator approval to meet with and connect with community partners for the school without use of PTO.
2. Employees in the FACE position shall be appropriately compensated for all hours worked.
3. Employees in the FACE Liaison position shall not be pulled from their normal duties to translate or interpret. During such times the employee shall be subject to additional compensation pursuant to the translation compensation language in this collective bargaining agreement.

D. Overtime

1. FACE liaisons shall qualify for overtime after they have physically worked over 40 hours a week. Overtime shall have prior written approval from building administration.

Head Start Family Advocates

A. Work Year

1. Family advocates shall work a 225-day work year.

B. Workday

1. The Regular workday shall be eight (8) hours.
2. Included in the eight hours is a 30-minute unpaid duty-free lunch. Family Advocates shall take their two fifteen (15) minute paid breaks one in the morning and one in the afternoon. Breaks shall be scheduled with the administration and shall be consistent with the schools' instructional needs. Lunch and breaks may be combined to create a one-hour break if feasible for the master schedule and approved by administration.

C. Workday Provisions

1. Family advocates may be needed at evening or weekend special events. On these occasions, the work they may be flexed to meet the needs of families.

D. Overtime

1. Family Advocates shall qualify for overtime after they have physically worked over 40 hours a week. Overtime shall have prior written approval from building administration.

Head Start Medical Assistants

A. Work Year

1. Head Start Medical Assistants shall work a 225-day work year.

B. Workday

1. The Regular workday shall be eight (8) hours.
2. Included in the eight hours is a 30-minute unpaid duty-free lunch. Family Advocates shall take their two fifteen (15) minute paid breaks one in the morning and one in the afternoon. Breaks shall be scheduled with the administration and shall be consistent with the schools' instructional needs. Lunch and breaks may be combined to create a one-hour break if feasible for the master schedule and approved by administration.

C. Workday Provisions

1. Head Start Medical Assistants shall not be required to take the place of a secretary in the performance of the secretary's regular duties nor shall be used for extra duties.
2. Head Start Medical Assistants shall be in their offices except when in planned classroom experiences, responding to medical needs and/or emergencies elsewhere, or during breaks and lunch unless available by radio.

D. Overtime

1. Head Start Medical Assistants shall qualify for overtime after they have physically worked over 40 hours a week. Overtime shall have prior written approval from building administration.

Head Start Secretaries

A. Work Year

1. Head Start Secretaries shall work a 225-day work year.

B. Workday

1. The Regular workday shall be eight (8) hours per day. Included in that eight hours shall be an unpaid thirty (30) minute duty free lunch and two fifteen-minute breaks. Breaks should be taken one in the morning and one in the afternoon. Breaks shall be scheduled with Administration and shall be consistent with the schools' instructional needs. Lunch and breaks may be combined for a one-hour block if feasible with the master schedule and approved by administration.

C. Workday Provisions

1. The Head Start Secretary may be needed for after school or weekend activities related to the school. In such event, the secretary will be able to use flex time on a mutually agreed upon day between the employee and administration.

D. Overtime

1. Head Start Secretaries shall qualify for overtime after they have physically worked over 40 hours a week. Overtime shall have prior written approval from building administration.

Head Start Teachers/Early Head Start Teachers and Teaching Assistants

A. Work Year

1. Head Start Teacher and Teaching Assistant work year shall work a 187-day work year.

B. Workday

1. The regular workday for Head Start Classroom Instructors and Teaching Assistants shall be eight hours per day to include a 30-minute, unpaid, duty-free lunch.
2. Head Start Classroom Instructors and Teaching Assistants shall be provided two (2) 15-minute breaks. Breaks shall be scheduled with the administration and shall be consistent with the schools' instructional needs.
3. The workday for employees in the Early Head Start Teacher Unit shall be eight and one-half hours (8.5) Monday through Friday. Included in the workday shall be a thirty-minute (30), unpaid duty-free lunch. Resulting in eight (8) hours of paid time.
4. The work week for Head Start Part-time Early Learning Assistants (PELA) shall generally be a minimum of 25 hours per week based on program needs.
5. Employees are to remain on the campus for all paid breaks. Paid breaks may only be combined with a lunch break when it becomes programmatically necessary to meet the needs of the students and with the consent of the employee's supervisor. Paid breaks will not be used to leave the work site early.
6. The workday of Head Start Classroom Instructors and Teaching Assistants when students are not in session shall be seven (7) hours which will include a one (1) hour lunch break, which may be taken at the end of the day if it does not conflict with planned professional development activities.

C. Workday Provisions

1. Head Start Classroom Instructors and Teaching Assistants will be provided with 60 minutes of joint planning time four days per week.
2. Planning Time: Early Head Start Teachers and Teaching Assistants will be provided with 30 minutes of joint planning time, four days per week in the afternoon.
3. Head Start Classroom Instructors and Teaching Assistants will be provided with 60 minutes of meeting time one day per week. Meetings will include any combination of the following: family advocates, professional development communities, mental health/health, other topics as assigned by the Head Start Site Coordinator. If a meeting is not necessary, the time shall revert to plan time.

4. Home visits and Caregiver Conferences will occur four (4) times per year in order to meet and discuss their child's progress during each school year.

- a. Teachers will provide two caregiver conference opportunities each school year and adhere to the KCPS district caregiver/ teacher conference schedule and hours for fall and spring conferences. Employees will be paid for time worked to accomplish these conferences.
- b. Teachers shall offer at least two (2) home visits per program year for each family to engage the caregiver in the child's learning and development, except that such visits may take place at a program site or another safe location that affords privacy at the caregivers request, or if a visit to the home presents significant safety hazards for staff.
 - i. In the event a home visit cannot take place, teachers will document efforts made to connect with families for a home visit following the Office of Early Learning Head Start and Early Childhood performance standards. The site supervisor, site coordinator, Head Start manager, will assist the classroom teacher as necessary to support ~~his/her~~ their efforts to schedule the visit.

D. Overtime

1. Head Start Classroom Instructors, Early Head Start Teacher and Teaching Assistants shall qualify for overtime after they have physically worked over 40 hours a week. Overtime shall have prior written approval from building administration.

District Substitutes

A. Work year:

1. The work year of employees in the District Substitution Unit shall be 187 days, exclusive of any additional PD opportunities.

B. Workday

1. The workday for full-time employees in the District Substitution Unit shall be eight (08) hours - If KCPS creates a part time position the parties agree to meet to discuss the terms and conditions related to this position.

C. Workday Provisions

1. District Substitutes shall not be required to substitute for more than one class at a time, unless an emergency or extenuating circumstance exists. If a District Substitute teaches more than one class at a time, in addition to their regular rate of pay, they will be paid at the daily or hourly rate as defined in this Collective Bargaining Agreement.
2. If a District Substitute is full time, they will receive one duty free lunch period of thirty (30) minutes and a minimum of two fifteen (15) minute breaks or a thirty minute break time. Break time may be combined with the duty free lunch period for a one hour block.
3. If a district substitute becomes a long-term sub (more than ten days in a class) they shall not be required to create lesson plans.
4. A building sub assigned to a summer school location will receive priority in hiring at their home school site.
5. On Professional Development days, District Substitutes shall receive professional development. In situations where the PD being offered is not applicable, the employee and Principal shall mutually agree on another activity.

D. Overtime

1. Employees in the district substitution unit shall qualify for overtime after they have physically worked over 40 hours a week. Overtime shall have prior written approval from building administration.

Interpreters

Work year:

1. The work year for employees in the Interpreter unit shall be 187 days in addition to all paid holidays.

Workday:

1. The workday for employees in the Interpreter unit shall be eight (8) hours including a thirty (30) minute, unpaid, duty-free lunch.
2. An employee who misses lunch to provide services with administrator approval or shall be compensated for the missed lunch.
3. The employee shall have two fifteen (15) minute breaks, one in the morning and one in the afternoon.

Workday Provisions:

1. Interpreters will participate in meetings such as IEP and Caregiver Teacher Conferences when interpreting for a student or parent.
2. When interpreting outside of the 187-day work schedule and, when circumstances allow, interpreters will be offered the opportunity to work before an outside agency is assigned. Compensation shall be at the hourly rate of work for the employee.
3. Interpreting services which are ninety (90) minutes or longer and do not offer breaks shall require two interpreters.
4. Priority for interpreting services shall be given to students and parents before services rendered for staff.
5. Interpreters shall not be used in meetings with staff deemed personnel matters.
6. If an Interpreter shows up for a scheduled event outside of the normal workday, which was cancelled without a one-hour notification, they shall receive two hours pay.

Overtime:

1. Interpreters shall qualify for overtime after they have physically worked over 40 hours a week. Overtime shall have prior written approval from building administration.

Nurses

A. Work Year

1. The work year of employees in the Nurses Unit shall be 187 days for salaried Nurses and 187 plus paid Holidays for hourly nurses.

B. Workday

1. The Regular workday shall be eight hours.
2. Included in the eight hours is a 30-minute unpaid duty-free lunch. Nurses shall take their two fifteen (15) minute paid breaks one of the morning and one in the afternoon. Breaks shall be scheduled with the administration and shall be consistent with the schools' instructional needs. Employees are to remain on campus during the paid break times and breaks cannot be combined with lunch. As a general rule, nurses shall have a 30-minute planning period daily during work hours when students are not present.

C. Workday Provisions

1. KCPS will orient nurses to the general objectives of KCPS and to their specific assigned duties.
2. The nurses shall have two days during the weeks before students report, to work on preparation of health centers in their assigned KCPS location. The specific days shall be designated by KCPS with each location utilizing the same days.
3. Nurses will receive payment for required attendance at faculty meeting or any related assembly held after or before the regular workday. Hourly paid employees will receive their hourly rate of pay, and salaried employees will receive the stipend amount listed on the extra pay assignment schedule in the certified collective bargaining agreement.
4. The school nurse will only be required to assist in diaper changing if the student requires a medical procedure, and this is supported by a documented doctors order or is included in an IEP and/or 504 plan.
5. Every nurse will have a working computer in their office.
6. KCPS and KCFT & SRP recognize the importance of nurses and meeting the health and medical needs of students. Every effort will be made to provide a designated parking space at school for the nurse.
7. Nurses shall not be required to take the place of a secretary in the performance of the secretary's regular duties, nor shall they be used for extra duties.
8. Nurses shall be in their offices except when needed elsewhere for emergencies, special events with administrator approval, or during breaks and lunch.

9. Nurses may be asked to cover other schools when the medical needs of a student require the skills of a nurse, and the regular nurse is not available.
10. PTO forms must be submitted to both the building supervisor and Director of Nursing so adequate coverage for the medical needs of a student can be planned accordingly.
11. Daily real time charting in the student information system is expected, when possible, but must be completed prior to leaving for the day.
12. On Professional Development days, Nurses shall receive professional development. In situations where the PD being offered is not applicable, the employee and Director of Nursing shall mutually agree on another activity.

D. Overtime

1. Salaried nurses shall not qualify for overtime.
2. Hourly Nurses shall qualify for overtime after they have physically worked over 40 hours a week. Overtime shall have prior written approval from building administration.

Occupational Therapist/ Physical Therapist/Therapist Assistant

Work year:

1. The work year for employees in the OT/PT/PTA unit shall be 187 days.

Workday:

1. The workday for employees in the OT/PT/PTA unit shall be 07 hours and 35 minutes per day.
2. The employee shall receive one thirty (30) minute duty free lunch each day.

Workday Provisions:

1. OT/PT/PTA shall be provided a space on an as needed basis to work with students in each building in a private and professional manner.
2. OT/PT/PTA should not be used for duty purposes as itinerate personnel in buildings.
3. OT/PT/PTA shall have a minimum of thirty (30) minutes per day of office hours to complete necessary paperwork and documentation for the district and the department.
4. OT/PT/PTA who are Nationally Board-Certified Occupational Therapist (NBCOT) shall qualify for an additional stipend of 3,500 dollars per year.
5. OT/PT/PTA employees who mentor a new employee shall be eligible for compensation at the mentor rate in the certified unit.

Overtime:

1. Employees classified in the OT/PT/PTA unit shall not qualify for overtime.

Paraprofessionals

Work year:

1. The work year for employees in the Paraprofessional unit shall be 187 days in addition to paid holidays.

Workday:

1. The workday for employees in the Paraprofessional unit shall be seven (07) hours and thirty (30) minutes including a 30-minute unpaid, duty-free lunch. The paraprofessional unit employees will receive two (2) fifteen (15) minute breaks, which may be combined with the lunch break to make a (1) one hour break if beneficial to the master schedule and approved by the appropriate administrator.
2. The workday for employees in the Early Childhood Special Education Paraprofessional unit shall be eight (8) and one half (30) hours Monday-Thursday including a 30-minute unpaid duty-free lunch. The workday on Friday shall be five and one half hours (5.5) hours including two fifteen (15) minute breaks.

Workday Provisions:

1. KCPS will provide professional development to paraprofessionals related to their specific assigned duties.
2. Paraprofessionals assigned to classrooms shall assist the teacher with classroom and virtual activities, in a collaborative and professional manner. Paraprofessionals are not supervised by teachers.
3. Subject to the approval of the building administrator, each instructional paraprofessional, in collaboration with the classroom teacher, shall develop a written work schedule identifying shared responsibilities.
4. Portions of the workday not designated for particular use in this policy shall be designated by the building administrator.
5. Except in the cases of an extreme emergency, employees in the paraprofessional unit shall not be required to take the place of a secretary in the performance of the secretaries' regular duties.
6. Paraprofessionals who do not hold a current teaching or substitute certificate in Missouri shall not be used as classroom substitutes.

Overtime:

1. Paraprofessionals shall qualify for overtime after they have physically worked over 40 hours a week. Overtime shall have prior written approval from building administration.

Professional Technical

A. Work Year

1. Members of the Pro-Tech unit work year shall be 12 months.

B. Workday

1. The regular workday for non-school based employees shall be eight (8) eight hours. Included in the eight (8) hours is a duty-free, unpaid, lunch of thirty (30) minutes. Professional/technical employees shall take two (2) fifteen (15) minute breaks, one in the morning and one in the afternoon. Breaks shall be scheduled with the administration and shall be consistent with the work schedule. Lunch and breaks may be combined to create a one-hour break if feasible for the master schedule and approved by administration.
2. The regular workday for school-based employees shall be seven (7) and one half (30) hours. Not included in the seven (7) and one half (30) hours is a duty-free, unpaid, lunch of thirty (30) minutes. Professional/technical employees shall take two (2) fifteen (15) minute breaks, one in the morning and one in the afternoon. Breaks shall be scheduled with the administration and shall be consistent with the work schedule. Lunch and breaks may be combined to create a one-hour break if feasible for the master schedule and approved by administration.

C. Workday Provisions

1. Members of the professional technical unit shall receive the necessary training and/or certifications specific to their job duties to effectively and efficiently install, maintain, repair and upgrade KCPS software and equipment. This should take place prior to any developments of new software and/or equipment in order for the members of the professional technical unit to be responsive to the needs of KCPS.
2. No member of the professional technical unit will be responsible for transporting equipment in their own vehicles.
3. Current professional technical employees receiving the educational stipend will be grandfathered in and continue to receive the stipend. No additional stipend will be issued.

D. Overtime

1. Professional Technical employees shall qualify for overtime after they have physically worked over 40 hours a week. Overtime shall have prior written approval from building administration.

Registered Behavior Technician

A. Work year

1. The work year of employees in the Registered Behavior Technician Unit shall be 211 days.

B. Workday

1. The workday for employees in the Registered Behavior Technician shall be eight (8) hours.

C. Workday Provisions

1. Registered Behavior Technicians shall receive an uninterrupted thirty (30) minute office hours per day for paperwork and issues of compliance.
2. Registered Behavior Technicians shall receive a duty free 30-minute lunch period, in addition to the 8-hour designated workday.
3. On Professional Development days, Registered Behavior Technicians shall receive professional development. In situations where the PD being offered is not applicable, the employee and Supervisor shall mutually agree on another activity.

D. Overtime

1. Employees in the Registered Behavior Technician shall qualify for overtime after they have physically worked over 40 hours a week. Overtime shall have prior written approval from building administration.

Registrars

A. Work Year

1. The work year for employees in the School Registrars work year shall be 12 months.

B. Workday

1. The regular workday shall be seven (7) and one half (30) hours. Not included in the seven (7) and one half (30) hours is a thirty (30) minute, unpaid, duty-free lunch, and two fifteen (15) minute paid breaks, one in the morning and one in the afternoon. Breaks shall be scheduled with the administration and shall be consistent with the schools' instructional needs. Lunch and breaks may be combined to create a one-hour break if feasible for the master schedule and approved by administration.

C. Workday Provisions

1. Members of the Registrar Unit shall receive the necessary training and professional development specific to their job duties.
2. Registrars shall not be used for before school or after school duty unless on a voluntary basis and approved by administration. Registrars shall be compensated at their normal hourly rate of pay.
3. Registrars shall have an additional day after the certified grade submission window closes to ensure that all grades are submitted and run error reports for administration, as needed.

D. Overtime

1. School Registrars shall qualify for overtime after they have physically worked over 40 hours a week. Overtime shall have prior written approval from building administration.

Restorative Justice-Coordinators

A. Work year:

1. The work year of Restorative Justice Coordinators shall be 239 days.

B. Workday

1. The workday for Restorative Justice Coordinators shall be seven (7) hours and thirty-five (35) minutes.

C. Workday Provisions

1. Restorative Justice Coordinators shall have a continuous thirty (30) minute block of time each day dedicated for office hours to complete necessary paperwork and compliance requirements.
2. Restorative Justice Coordinators shall have a thirty (30) minute duty free lunch.
3. Restorative Justice Coordinators shall be available during student arrival and dismissal but not assigned a specific duty station.
4. Restorative Justice Coordinators shall be available during student lunch periods when assigned to a particular school but shall not be assigned supervision duty.
5. On Professional Development days, Restorative Justice Coordinators shall receive professional development. In situations where the PD being offered is not applicable, the employee and Principal shall mutually agree on another activity.

D. Overtime

1. Restorative Justice Coordinators shall not qualify for overtime.

School Business Analyst (Bookkeeper)

A. Work Year

1. The work year for employees in the School Business Analyst's unit shall be 12 months.

B. Workday

1. The regular workday shall be seven (7) and one half (30) hours. Not included in the seven (7) and one half (30) hours is a thirty (30) minute, unpaid, duty-free lunch, and two fifteen (15) minute paid breaks, one in the morning and one in the afternoon. Breaks shall be scheduled with the administration and shall be consistent with the schools' instructional needs. Lunch and breaks may be combined to create a one-hour break if feasible for the master schedule and approved by administration.

C. Workday Provisions

1. Members of the School Business Analyst unit shall receive the necessary training and professional development specific to their job duties.
2. Members of the School Business Analyst unit shall not be responsible for collecting or requesting medical documentation.
3. School Business Analysts shall not be assigned to more than three schools at a time, equitably based on school enrollment.
4. School Business Analysts shall not be used for before school or after school duty unless on a voluntary basis and approved by administration. School Business Analyst shall be compensated at their normal hourly rate of pay.

D. Overtime

1. School Business Analysts shall qualify for overtime after they have physically worked over 40 hours a week. Overtime shall have prior written approval from building administration.

School Psychologist & School Psych Examiner

A. Work year:

1. The work year for employees in the School Psychologist unit shall be 207 days.
2. The work year for employees in the School Psych Examiner unit shall be 187 days.

B. Workday:

1. The workday for employees in the School Psychologist unit shall be 07 hours and 35 minutes per day.
2. The employee shall receive one thirty (30) minute duty free lunch each day.

C. Workday Provisions:

1. School Psychologists shall be provided a space on an as needed basis to work with students in each building in a private and professional manner.
2. School Psychologists should not be used for duty purposes as itinerate personnel in buildings.
3. School Psychologists shall have a minimum of thirty (30) minutes per day of office hours to complete necessary paperwork and documentation for the district and the department.
4. School Psychologists who are Nationally Certified School Psychologists (NCSP) shall qualify for an additional stipend of 3,500 dollars per year.
5. School Psychologists who have attained a doctoral degree in an education related field shall qualify for an additional stipend of 3,500 dollars per year.

D. Overtime:

1. Employees classified in the School Psychologist unit shall not qualify for overtime.

School Psychologist (Lead)

A. Work year:

1. The work year for employees in the Lead School Psychologist unit shall be 260 days

B. Workday:

1. The workday for employees in the Lead School Psychologist unit shall be 07 (seven) hours and 35 (thirty-five) minutes per day.
2. The employee shall receive one 30 (thirty) minute duty free lunch.

C. Workday Provisions:

1. The Lead School Psychologist shall be provided a private space within the district to conduct confidential district business.
2. The Lead School Psychologist shall be off during Spring Break like the rest of the unit.
3. Any Lead School Psychologist who is a Nationally Certified School Psychologist (NCSP) shall qualify for an additional stipend of 3,500 dollars per year.
4. Any Lead School Psychologist who has attained a doctoral degree in an education related field shall qualify for an additional stipend of 3,500 dollars per year.

D. Overtime:

1. Employees classified in the Lead School Psychologist unit shall not qualify for overtime.

School Secretary

A. Work Year

1. The work year for the School Secretary unit shall be 12 months.

B. Workday

1. The regular workday shall be seven (7) and one half (30) hours. Not included in the seven (7) and one half (30) hours is a thirty (30) minute, unpaid, duty-free lunch, and two fifteen (15) minute paid breaks, one in the morning and one in the afternoon. Breaks shall be scheduled with the administration and shall be consistent with the schools' instructional needs. Lunch and breaks may be combined to create a one-hour break if feasible for the master schedule and approved by administration.

C. Workday Provisions

1. Members of the School Secretary Unit shall receive the necessary training and professional development specific to their job duties.
2. Members of the School Secretary unit who serve as the School Registrar (K-8 buildings) shall receive an additional \$3,500 for their dual role. The stipend will be paid per semester (\$1750)
3. Any Secretary who is used as a translator may qualify for the translation stipend in Article IV section Q of this Collective Bargaining Agreement.
4. Secretaries who volunteer to work after school events such as Open House or Back to School Night shall receive their hourly rate until the overtime threshold is met. Prior administrator approval shall be necessary.
5. Secretaries shall have an additional day after the certified grade submission window closes to ensure that all grades are submitted and run error reports for administration, as necessary.

D. Overtime

1. School Secretaries shall qualify for overtime after they have physically worked over 40 hours a week. Overtime shall have prior written approval from building administration.

Security

A. Work Year

1. Members of the Security unit work year shall be 12 months.

B. Workday

1. **School Based:** the workday for school-based security officers shall be eight (8) hours and thirty (30) minutes Monday through Friday. Included in the eight (8) hours and thirty (30) minutes is a thirty (30) minute, unpaid duty-free lunch. Classified employees shall take two fifteen (15) minute breaks, one in the morning and one in the afternoon. Breaks shall be scheduled with the First Line Supervisor, and it shall be consistent with the schools instructional needs.
2. **Patrol:** the workday for non-school-based security officers shall be eight (8) hours and thirty (30) minutes Monday through Friday. Included in the eight (8) hours and thirty (30) minutes is a (30) minute, unpaid duty-free lunch. Classified employees shall take two fifteen (15) minute breaks, one in the morning and one in the afternoon. Breaks shall be scheduled with their Sergeant.
 - a. Patrol officers' days off will be scheduled by seniority. In the event of an open vacancy, length of continuous service with KCPS shall govern the placement. Employees in the security unit to meet the qualifications shall first be offered the open vacancy.
 - b. Patrol officers assigned to the BOE will have first priority to work BOE overtime assignments consistent with site-based officers having first priority to work overtime assignments at their assigned schools.
3. **Dispatch:** the workday for dispatchers shall be 8 (eight) hours. Dispatchers shall be entitled to a lunch within the eight-hour day but shall remain on duty throughout the lunch period.
4. **Paid Holidays:** see job specific holiday regulations in the article of this collective bargaining agreement entitled benefits: absences leaves and holidays.

B. Workday Provisions

1. Security, as first responders in KCPS, may miss their duty-free, 30-minute lunch when a building emergency or investigation occurs. In this circumstance and whenever possible, a first line supervisor will be contacted for approval prior to missing the lunch period, and the employees shall be compensated for missing their 30-minute lunch.
2. Members of the unit shall clock in at the beginning of their assigned shifts and clock out at the end of their assigned shifts in the same manner as other classified employees described in this collective bargaining agreement. When there is a compensation error, payment may not be delayed for a period longer than reasonably necessary for KCPS to compute and arrange for payment. Payments may not be delayed beyond the next pay period.
3. Office space, as designated by the building administrator/supervisor, shall be made available for members of the unit.
 - a. The space will include a desk, chair and a working district assigned computer with designated print station. Officers will be trained on how to use a secured code for the printer in order to maintain the confidentiality of their reports.

- b. Patrol will be provided a locker to store personal belongings. Patrol should come to work in uniform or change in the restroom at security headquarters.
 4. Whenever a new shift is created or a vacancy occurs in an existing shift, members of the unit shall be assigned to those shifts in the following manner:
 - a. Shift selection will be on the basis of seniority and classification. The most senior security officers, patrol officers and dispatchers within the relevant classification will have first choice in accordance with the annual patrol and dispatcher shift bid that starts July 1 and ends July 15.
 - b. Officers who move from a security officer position to a patrol officer position must:
 - i. Spend the first two weeks receiving training by the assigned patrol first line supervisor.
 - ii. Maybe placed wherever there is a vacancy.
 - iii. Will be eligible to bid after six months have been completed in the patrol division in accordance with the annual patrol and dispatcher shift bid that starts on July 1 and ends July 15.
 - c. The annual patrol shift bid for patrol and dispatcher shift bid will start July 1 and end July 15. Each patrol officer and dispatcher will be given three choices of shifts to bid on. Security management will review the shift bids and assign the shift bids based on seniority. There will be only one shift bid per year. Patrol officers not participating in the annual shift bids starting July 1 and ending July 15 will not be able to supersede the shift assignments that were created as a result of the annual shift bid.
 5. No assignment shall be considered permanent. Security officers, patrol officers and dispatchers may be assigned to any location, for any length of time. If an officer is being reassigned to a position, they shall receive the notification in writing as all other staff members covered in this collective bargaining agreement receive.
 6. In the event a site-based security officer or a patrol officer is pulled away from his/her regular assignment because of an emergency situation, the supervisor (or designee) at the location from which the officer is pulled will be informed of the temporary assignment.
 7. Security supervisors, when absent for any reason, will be backed up by an active supervisor from another location. Any site-based security officer or patrol officer placed in a temporary supervisory assignment will be paid at the rate of the position to which the officer is temporarily assigned.
 8. At the discretion of the administration, when schools have extracurricular functions where security officers and dispatchers are deemed necessary, security officers and dispatchers shall be provided the opportunity to work. The building administration and security management together shall determine the occasions and the number of site-based security officers and dispatchers to be used.
 9. For extracurricular duties, site-based security officers and dispatchers shall be paid at the regular rate of pay for hours less than forty (40) per week and one and one-half (1.5) the regular pay for hours in excess of forty (40) per week.

10. Newly hired or transferred officers shall receive two weeks on the job training.
 - a. Field training officers, defensive tactics instructors, CPR instructors – site-based and patrol officers who are asked to provide documented training to newly hired or transferred officers will receive a \$75 stipend for each completed training. Each training session consists of no more than 10 working days. Formal training does not include job shadowing.
11. Exempt salaried employees are not eligible for overtime.
12. Site based officers who applied for and received a job offer to move to patrol will be treated as new employees with probationary status during the first 90 days.
 - a. The employee will be evaluated during this probationary period for the purpose of advising the employee of his/her performance in the new position, and if necessary, provide guidance for improving the employees performance.
 - b. The evaluation and 90 day time period will be used to help acclimate the employee to the new position, as well as to provide documentation justifying removing the employee from the position.
 - c. If a suitable vacancy exists in Site-Based, the patrol officer shall be placed back into that division. If there is no position available, the employee may be laid off until a vacancy occurs. Employees laid off pursuant to this provision shall be reinstated if qualified for the open position before new hires are made.

D. Overtime

- a. Overtime hours of work shall be paid at the rate of one and one-half (1.5) times the officers' regular hourly rate. Overtime rates shall apply after an employee has physically worked forty (40) hours during the work week.
- b. Overtime shall be voluntary when possible and shall be distributed as equitably as possible among the officers in a given site or within patrol.
- c. Security Officers (site based) assigned to a school will be given priority when overtime is assigned at their school. The building First Line Security Supervisor will assign overtime on an equitable basis per the officer's length of service (seniority) among all assigned site-based officers at the school.
- d. After officers have been assigned an overtime assignment, (indicated in part "C") and an outstanding overtime vacancy will still exists, there will be an "All Call" via email to all security officers announcing the need to assign officers to the outstanding overtime assignments.
- e. The "All Call" for overtime assignments will be assigned on a first-come first-serve basis regardless of the officers' length of service (seniority).
- f. After all officers have been assigned overtime assignments via the "All Call" and remaining overtime assignments will still need to be filled, unassigned officers will be contacted for overtime assignments via the rolling voluntary overtime list. Overtime will be

offered from the most senior officer first, thereafter the next senior officer, and continue rolling to the least senior officer until the rolling voluntary list has been exhausted. The “Rolling voluntary overtime list” (List starting with the most senior Officer to the least senior Officer.) has been exhausted.

- g. Once all Security Officers on the rolling voluntary overtime list have been contacted and there is still a need to fill overtime assignments Security Management or Security office personnel designated by Security Management will do a “Last Call” to the security officers announcing the need to fill vacant overtime assignments. The “Last Call” for volunteer overtime assignments will be on a first-come-first-serve basis regardless of the officers’ seniority.
- h. After the “Last Call” for voluntary overtime has been announced and there continues to be a need to fill vacant overtime assignments the Officers assigned to the “Mandatory Overtime Task Force” will be contacted to fill the vacant overtime assignments. Members of the Mandatory Overtime Task Force will be contacted for vacant overtime assignments before proceeding to the rolling mandatory overtime list.
- i. If an officer, for emergency reasons, cannot fulfill his/her overtime assignment, the Security Officer must immediately contact his/her immediate supervisor. If the immediate supervisor is unavailable, the Security Officer must call the on-duty dispatcher who will then notify Security Management.
- j. If an officer volunteers for overtime and chooses later not to complete the assignment, an exception must be used.
- k. The Mandatory Overtime Task Force – a small group of security officers who volunteer to be on-call always will be formed. No more than ten (10) officers will serve on the Taskforce.
 - i. Members of the Mandatory Overtime Task Force will have their base compensation improved by fifty cents per hour above their normal rate of pay.
 - ii. Members of the Task Force will be granted one mandatory overtime exception in addition to their granted exceptions as an officer per year (365 consecutive days) while being assigned to the Mandatory Task Force.
 - iii. Officers removed from the Mandatory Task Force will have the additional fifty cents per hour above their normal rate of pay discontinued.
 - iv. Officers that request to be removed from the Mandatory Task Force must provide written notice to their immediate supervisor ten (10) days before the effective date when the Officers are removed from the Mandatory Overtime Task Force.
- l. Rolling Mandatory Overtime List: If no officers from the Mandatory Overtime Task Force are available, mandatory overtime shall first be assigned in reverse order first starting with the security officer with the least seniority on a KCPS-wide basis, thereafter to next the least senior officer, and continue rolling until the rolling mandatory overtime list is

exhausted. Mandatory Overtime will be assigned at least 24 hours in advance if possible. All calls regarding overtime will be made during 'on duty' hours.

- m. Each Security Officer who is not on the Mandatory Overtime Task Force will be granted three exceptions each school semester and three exceptions in the summer break that he/she can use to decline a mandatory overtime assignment. Only one exception will be required per day, and will count for all events that day.
- n. An officer is not required to use an exception if the officer has a previously scheduled doctor/dentist appointment or a life-changing event (i.e., wedding, funeral) for which the officer has already provided prior notice that the officer is taking a PTO or vacation day, and it has been pre-approved.
- o. Security Officers who have been assigned overtime will receive breaks and/or lunch per the following:
 - i. Security Officers working one to four (1-4) hours of overtime will receive one (1) fifteen (15) minute break (if the need for security presence will allow it).
 - ii. Security Officers working six to seven (6-7) hours of overtime will receive two (2) fifteen (15) minute breaks (if the need for security presence will allow it).
 - iii. Officers working eight (8) hours of overtime will receive a mandatory duty-free thirty (30) minute lunch break and one (1) fifteen (15) minute break during the first four (4) hours and one (1) fifteen (15) minute break during the second four (4) hours. (if the need for security presence will allow it).

Additional Overtime Provisions:

- 1. Security Officers and Dispatchers who work mandatory overtime for a full eight (8) hour shift may not be called upon or required to work mandatory overtime on the following day.
- 2. Cancellation of Overtime:
 - a. In the event a Security Officer is assigned overtime before the end of such Security Officer's regular shift and the Security Officer reports to the overtime assignment without receiving notification of the cancellation of such assignment more than one (1) hour before the start of the assignment, such employee shall be paid two (2) hours of overtime.
 - b. Security Officers will be paid three (3) hours of show-up time in the event an off-duty Security Officer is called in or scheduled to work an overtime assignment and the assignment is canceled without prior notice. Before leaving the overtime site, the Security Officer must contact the on-duty dispatcher who will then notify Security Management.

Social Workers

A. Work year:

1. The work year of employees in the Social Workers Unit shall be 12 months.

B. Workday

1. The workday for employees in the Social Workers Unit shall be eight (8) hours to include a 30-minute unpaid duty-free lunch.
2. Social workers shall take their two (2) 15-minute breaks, one in the morning and one in the afternoon. Breaks shall be scheduled with administration and shall be consistent with the department's instructional needs. Lunch and breaks may be combined to create a 1-hour break if feasible for the department and approved by the supervisor.

C. Workday Provisions

1. Social Workers shall receive an uninterrupted thirty (30) minute office hours per day for paperwork and issues of compliance, if applicable.
2. Social Workers shall be provided time without use of PTO for community partnerships to ensure students access to housing, food and social services.
3. On Professional Development days, Social Workers shall receive professional development. In situations where the PD being offered is not applicable, the employee and Supervisor shall mutually agree on another activity.

D. Overtime

1. Employees in the Social Worker Unit shall not qualify for overtime unless they are an hourly employee. Hourly social workers shall qualify for overtime, after they have physically worked over 40 hours a week. Overtime shall have prior written approval from their supervisor.

Teach-To-Lead

A. Work year:

1. The work year of employees in the Teach-To-Lead Unit shall be 192 days exclusive of additional PD opportunities but in addition to paid holidays.

B. Workday

1. The workday for employees in the Teach-To-Lead Unit shall be eight (8) hours. The employee shall have one thirty (30) minute duty free lunch each day.

C. Workday Provisions

1. Employees in the Teach-To-Lead unit shall receive 250 minutes of planning time per week. Any time above that two hundred and fifty minutes may revert to PLC time as needed.
2. Administration may meet with a member of the Teach-To-Lead unit no more than three times per week during their planning period. These meetings shall be for:
 - i. Instructional Coaching
 - ii. IEP
 - iii. Observation Feedback
 - iv. Performance Evaluation
3. Employees in the Teach-To-Lead unit shall not be required to substitute for more than one class at a time in the elementary schools and more than one class during their planning period in secondary schools, unless an emergency or extenuating circumstance in which case they shall be compensated as defined in the section entitled Emergency Substitution in addition to their hourly rate of pay.

D. Overtime

1. Employees in the district substitute unit shall qualify for overtime, after they have physically worked 40 hours per week. Overtime shall have prior written approval from building administration.

Trauma Sensitive Clinicians

A. Work year:

1. The work year of employees in the Trauma Sensitive Unit shall be twelve (12) months.

B. Workday

1. The workday for employees in the Trauma Sensitive Unit shall be seven (7) hours and thirty-five (35) minutes.

C. Workday Provisions

1. Trauma Sensitive Clinicians shall have a continuous thirty (30) minute block of time each day dedicated for office hours to complete necessary paperwork and compliance requirements.
2. Trauma Sensitive Clinicians shall have a thirty (30) minute duty free lunch.
3. Trauma Sensitive Clinicians shall be available during student arrival and dismissal but not assigned a specific duty station.
4. Trauma Sensitive Clinician shall be available during student lunch periods when assigned to a particular school, but shall not be assigned supervision duty.
5. Trauma Sensitive Clinicians shall be allowed off campus time, with administrator approval to meet with and connect with community partners for the school without use of PTO.
6. On Professional Development days, Trauma Sensitive Clinicians shall receive professional development. In situations where the PD being offered is not applicable, the employee and Supervisor shall mutually agree on another activity.

D. Overtime

1. Trauma Sensitive Clinicians shall not qualify for overtime.

Article VI: Assignment, Reassignment, Reorganization and Transfers

A. General Provisions:

1. Employees who believe a voluntary transfer has been unreasonably denied, or an involuntary transfer is improper, may file a grievance.
2. A reassigned employee shall be given an overview of the job by the new supervisor upon reporting for duty. The overview shall be for the purpose of discussing the responsibilities and duties required in the new placement.
3. The new supervisor shall provide access to all pertinent materials and directions to assist the reassigned employee to acquire skills that are not necessary in the former placement.
4. Before an involuntary transfer occurs, the employee's immediate supervisor or a HR designee shall meet with the employee and inform them of the reason(s) for the transfer. An employee may be accompanied by a KCFT-SRP Representative. The transfer will be confirmed to the employee in writing.

B. Reassignment Within a School and Reorganization Within the District

1. The principal, the classified employees affected, and the KCFT President shall be notified in writing at least two weeks prior to such reassignment/reorganization.

C. Transfer of a Classified Employee from One School or Program to Another

No classified employee 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.

School based members of the classified units will be notified of changes in their assignments by the first week of August each year, whenever possible. Employees who do not receive notification of a change in assignment shall report to their most recent assignments.

Procedure A: Voluntary Transfer

Members of the classified 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 (or whatever automated system KCPS uses) 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 ~~certified~~ classified employee requests a voluntary transfer, that employee may not cause the transfer of another classified employee. Each member of the classified Unit may list up to three possible transfer moves.

1. Principals/ Hiring Supervisors will screen all applicants who have applied to with an opening. 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 or virtual.
2. If a vacancy becomes available after January 21, but before April 1, and members of the Classified 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 Classified 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 15th.
3. A principal/ hiring supervisor is not required to select an employee that requests a transfer. In selecting transfer candidates, In selecting among transfer candidates who are otherwise equally qualified, the transfer, if granted, will be granted to the employee with the most seniority.
 4. After May 15, all parties involved must agree in order for the transfer to occur. The parties are:
 - A. Receiving Principal
 - B. Employee
 - C. Sending Principal
 If all parties do not agree, the transfer decision will be submitted to HR for review and final determination.

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 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:
 - (a) 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 qualifications of each member.
 - (b) A list of available vacancies will be developed by HR.
 - (c) A date will be set for members of the Unit to select placement, and employees will be scheduled by seniority
 - (d) Vacancies will be made available by seniority.
 - (e) The transfer window shall not be opened until all involuntary transfers due to school’s closures are placed.
3. **Additional Involuntary Transfers –**
 - i) 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 Human Resource Officer, shall inform the staff of the necessity to reduce the number of employees and provide staff with the opportunity to request transfer to a vacancy at another school.

Reconstitution – The reconstitution of schools, if necessary, will comply with all applicable state and federal laws.

VII: Layoff, Recall and Termination of Probationary Employees

A. Probationary Status

New employees will be regarded as probationary employees for the first ninety (90) calendar days of their employment.

- A. They must successfully complete a ninety (90) day calendar day probationary period.
- B. The calendar days shall not include any days that occur during a holiday or during a designated winter, spring, or fall break unless the employee works during the designated break.
- C. Probationary employees may be laid off or discharged as exclusively determined by KCPS.
- D. After ninety (90) calendar days, as defined above, an employee shall have length of continuous service credited from their hiring date.

B. Layoff

- 1. When the Superintendent determines that layoff of employees is necessary, the following criteria for selecting employees, by job classification, to be placed on unrequested leave of absence shall be followed in the order listed below:
 - i) Certification/ job related education based coursework
 - ii) Seniority
 - iii) Professional preparation, which includes:
 - (1) Educational based coursework (graduate study)
 - (2) Professional development training in or outside the District
 - (3) Advanced degrees

C. Recall

- 2. The criteria for recalling employees shall be followed in the order listed below:
 - i) Certification/ job related educational based coursework
 - ii) Seniority
 - iii) 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.
 - iv) Professional preparation, which includes:
 - (1) Education based coursework (graduate study)
 - (2) Professional development training in or outside the District
 - (3) Advanced degrees
- 3. If a probationary employee on unrequested leave of absence under this policy is sent a recall notice, that employee shall have ten (10) calendar days to affirmatively respond. Failure to respond within this period shall constitute a resignation from the District.

D. General Provisions

- a. No probationary-employee who is laid off for more than two (2) calendar

years will be recalled under this policy.

- b. No hiring of new employees for a particular unit shall be made while there are available probationary employees from that unit on unrequested leave of absence who are properly qualified, including appropriate certification and professional preparation, to fill such vacancies.

Article VIII: Grievance Procedure

I. 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 or discharged except with 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.

II. 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, Classified 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 Classified Unit filed by a group of employees in the Classified Unit or filed by the Union on behalf of a group of employees in the Classified Unit. Every effort will be made to identify all members of the group no later than the date of the Step One filing. A group of employees is defined as three (3) or more members of the Classified Unit.

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.

III 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:

- (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 or their KCFT Representative, the Administrator appointed to hear the grievance, and the 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 KCFT President and/or their designee shall receive copies of all filed written grievance responses by Administration, provided the Grievant is identified to KCPS as member of the Union. The Human Resources Officer (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 KCFT President and/or their designee.

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. Disciplinary Grievances or grievances arising from the action of an Administrator other than the immediate supervisor of the classified employee, can be initiated at Step One by filing the grievance with the Human Resources Officer (or designee).

11. After any grievance proceeding that has reached Step One, 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.) 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 they 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 they believe 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 Human Resources Officer (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, classified section of Board Policy, or classified 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 5 (arbitration) shall only be available for the following grievance categories:

1. Nonpayment of services rendered
2. Class action grievance
3. Termination
4. Mutual agreement between KCPS and KCFT-SRP

IV: Steps of the Grievance Process

A. 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 notice of the issue giving rise to the pre-grievance.

Upon such written notice, the individual Supervisor/Administrator will schedule a meeting within five (5) working days with the employee and their representative, in an effort to resolve the matter informally. By agreement of the employee and/or their representative and the individual Supervisor/Administrator, such conference time may be extended, not to exceed a total of five (5) 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 their representative may, within five (5) working days of receiving written notice that the informal efforts were unsuccessful, initiate a formal grievance starting at Step One.

If the Grievant and/or their representative do not receive written notice within five (5) working days after the pre-grievance conference, the grievance may be filed at Step One (1).

B. Steps of the Grievance Procedure

1. Step One: Human Resources

- A) Within five (5) working days of receiving written notice that the informal efforts were unsuccessful, the Grievant may initiate a formal grievance starting at Step One.
- B) The Grievant or the Union may appeal to Step One by filing the “Employee Grievance Form” with the Chief Human Resource Officer (or designee)
- C) 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 filed at Step Two.
- D) The Chief Human Resource Officer (or designee) will shall meet with the parties to review the grievance. The Chief Human Resource Officer (or designee) will issue a decision and rationale, in writing, within ten (10) working days of the Step One filing.

Step Two – Grievance Review Panel (GRP)

- A) The Grievance Review Panel will consist of the KCFT President (or designee), KCFT legal counsel, KCPS Chief Human Resource Officer (or designee), and KCPS legal counsel.
- B) The GRP will meet, at a regularly scheduled monthly meeting. (If necessary, the GRP may schedule additional meetings.)
- C) The GRP will attempt to resolve the grievance to the satisfaction of all parties. If the GRP is able to reach agreement it will be reduced to writing. If the GRP is unable to reach agreement the GRP will state so in writing and the grievance may be filed at step three.

Step Three– Superintendent Review

- A) Within twenty (20) working days of receiving the GRP’s notice of non-resolution, the Grievant or KCFT representative may file at Step Three.
- B) No less than fifteen (15) working days from receipt of the Step Two GRP notice of non-resolution, the Superintendent (or designee) shall review the documentation and written position statements from both parties, shall hold a Superintendent review meeting with the KCFT President (or designee), Grievant, and Administration representative.
- C) At the discretion of the Superintendent or their designee, all parties may call additional witnesses and present evidence at step 3.
- D) The Superintendent or their designee shall issue a decision within ten (10) working days following said Superintendent review meeting.

E) The Chief Human Resources Officer and the Grievant/Union may develop additional timelines/guidelines for the orderly submission of documentation and written position statements.

F) The decision of the Superintendent or designee shall be considered final, unless such grievance qualifies under Step 4, 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.

Step Four – Arbitration

This step shall be available for the following grievance categories only:

1. Nonpayment for services rendered
2. Class action grievance
3. Termination
4. By mutual agreement of KCPS and KCFT-SRP

A) 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, termination and/or is a class action grievance.

B) In the event that the Grievant or the Union, 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.

C) 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.

D) Within ten (10) working days of the appointment of the arbitrator by the FMCS, the date of the arbitration hearing will be selected.

E) The arbitrator shall have not power to add to, delete from, or modify the terms of the negotiated Agreement.

F) Each party shall bear the full cost of its representation in the arbitration process. The cost of the arbitrator and court reporter will be divided equally between the parties.

G) 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.

Article IX: Benefits: Absences, Leaves and Holidays

A: Attendance Incentive:

Members of the Classified Unit will earn 1 additional PTO day for each semester in which they have missed one day or less. Members of the Classified Unit who miss one day or less during the entire school year will earn an additional PTO day.

B: Paid Time Off (PTO)

1. 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 documentation regarding the additional absences.
2. When it is necessary for an employee in the Classified Unit to be absent, except in emergency situations, the employee will notify the principal and/or supervisor at least seventy-two (72) hours before they are 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 employee contacts the principal/designee to report the absence.
3. Each employee in the Classified Unit shall be given thirteen (13) preloaded PTO days 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.
4. PTO that is used for personal business is intended to cover matters that the employee could not schedule at another time.
5. PTO days not used by the end of the current school year will accumulate each year.
6. Paid Time Off (PTO) may be used in hourly increments.
7. PTO is not intended for:
 - a. Vacation leave
 - b. To facilitate other employment opportunities
 - c. Mission trips
 - d. Unscheduled absences that could have been scheduled 72 hours in advance.
8. Other guidelines for PTO use:
 - i) PTO cannot be used on the first or last day of school or, the day before or after a school holiday unless the employee is ill or has an approved emergency, in which case medical or other documentation may be requested.

- ii) PTO cannot be used for instructional support staff on scheduled state assessment days in which the employee is scheduled to administer or proctor an exam or portion of an exam.
- iii) 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.
- iv) PTO days may not be retroactively designated, unless the conditions for an emergency are met.
- v) PTO days are subject to exhaustion as part of FMLA leave.
- vi) Employees shall not be required to state reasons for requesting PTO. Absent extraordinary circumstances, and minimal staffing requirements, PTO requests shall be granted.

Emergencies/Extenuating Circumstances

- 1. 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 Director of Human Resources.
- 2. If an emergency arises necessitating the use of PTO which could not be foreseen, the employee may request use of PTO through Human Resources.

Additional PTO Provisions:

- 1. Employees are 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).
- 2. An employee may be required to provide medical 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.
- 3. Failure to provide requested confirmation of injury or illness may result in non- certification of time for duration of absence and/or disciplinary action, up to and including termination.

C. Excessive Absences:

Excessive Absences are defined as unexcused absences of six (6) days per semester. Unexcused absences are not associated with FMLA, Approved Workers Compensation, Jury Duty, PTO approved 72 hours in advance, Bereavement Leave, or Professional Development.

D. Paid Holidays

1. Holidays for less than 12 month employees shall be:

- A) Labor Day
- B) Fall Break
- C) Winter Break
- D) Martin Luther King Jr Day
- E) Presidents Day
- F) Spring Break
- G) Spring Holiday
- H) Memorial Day
- I) Juneteenth

2. Holidays for 12 month school based employees shall be:

- A) Independence Day (observed)
- B) Labor Day
- C) Fall Break
- D) Winter Break
- E) Martin Luther King Jr Day
- F) Presidents Day
- G) Spring Break
- H) Memorial Day
- I) Juneteenth

3. Holidays for 12 month Central Office, Patrol, Dispatch, and non-school based employees shall be:

- A) Independence Day (observed)
- B) Labor Day
- C) Fall Break
- D) Winter Break
- E) Martin Luther King Jr Day
- F) Presidents Day
- G) Spring Holiday
- H) Memorial Day

4. Holiday: General Regulations:

- A) When a holiday falls on a Saturday, it ~~will~~ shall be observed on the Friday proceeding. When a holiday falls on a Sunday, it should be observed on the Monday following.
- B) Except when otherwise approved for holiday pay, the employee must work the last scheduled day before the holiday and the next schedule day after the holiday.

C) If the board designate unpaid days during holidays, employees have the option of using accrued benefit time on those days.

D) Patrol/Dispatch:

1. Patrol Officers are required to work 261 days (providing coverage for 365 days) and may bid for holidays. When patrol has to work one of the above holiday periods, they will be paid according to the overtime policy. Bidding for winter break only involves requesting December 25 or January 1.
2. Patrol officers and dispatchers scheduled to work a district holiday that request to be off, will be granted the time off based on seniority. The most senior officer must identify their choice of one holiday (primary) they want to take off during the annual patrol shift bid July 1 to July 15. The next choice “primary” will be that of the next in line most senior officer and so on down the seniority list. A holiday leave list will be maintained by the patrol supervisor of each shift. The intent is to give each officer the option to request a primary holiday. (There should always be to patrol officers and one dispatcher on duty whenever possible.)

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, partner, 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:

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

For purposes of the Bereavement Policy,

1. “Immediate family member” is defined as a child, spouse/domestic partner, parent, grandparent, sibling, 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.

The District reserves the right to require supporting documentation (e.g., death certificate, obituary, or documentation from the funeral home).

F: 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:

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.

1. 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.
2. 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.

G: 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 as verification of serving jury duty to the building administrator upon their return; and
3. For jury service, there shall not be a charge against the employee’s benefit days.

H: Excused Absences for Employees For Their Child's Parent/Teacher Conferences

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

1. This time can be taken when District teachers have parent-teacher conferences scheduled for their students.
2. The time for meeting with a teacher or attending a parent-teacher conference is approved, in writing, at least 72 hours in advance by the Building Administrator.
3. Employee may be required to provide documentation of the conference, upon request.

I. Extended Leaves Without Pay for Up To One Year

1. Health Leave

1. An employee with a minimum of five years of continuous service who has used up all current and accumulated days of PTO 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 they are unable to return to work for medical reasons, may be placed by administrative action on extended health leave as required for the remainder of a current semester.
2. By approval of the Chief of HR, 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.
3. A person on health leave granted by Chief of HR, may request reinstatement 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.
4. Return from an extended leave shall be to an equivalent position.

2. Parental Leave

1. 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.
2. Requests for utilization of parental leave shall be made to the Chief of HR or their designee and shall include the reason for the leave and the anticipated start date and expiration date of

the leave. The Chief of HR or their 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 Chief of HR or their designee and shall be subject to Board approval.

3. When an employee returns to work at the expiration of an approved parental leave, the employee will be returned to an equivalent position.

4. Failure to return to work at the expiration of an authorized parental leave shall be deemed a resignation.

J. Authorization of Professional Activities

Employees may 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 their job duties. Travel requests must be pre-approved by the teacher's principal/supervisor and director. The total cost of such leave is subject to budget limitations for employing substitutes, travel, meals, and lodging.

K. Paid Parental Leave at Adoption and Birth

1. Every parent who takes leave pursuant to the Family Medical Leave Act provisions regarding the birth or adoption of their child is eligible for paid leave during the first two weeks of FMLA. Parental leave shall not be counted against PTO and holidays.

2. Any additional leave is subject to the provisions of the Family Medical Leave Act.

Article X: Summer School Provisions

A. Summer School Assignment

1. Information regarding summer school employment opportunities and application procedure shall be made available via the District website to all employees by April 15th
2. Employees on professional growth plans or rated overall as “emerging” on the summative evaluation are not eligible to apply to summer school.
3. All applicants hired shall be notified of their assignment no later than May 15, to the fullest extent possible.
4. Human Resources will furnish to the union, by June 1 of each year, one complete list of all employees hired in summer school positions.
5. If a reduction in summer school staff is necessary due to enrollment, the reduction shall begin with the last employee hired at the particular site by position. This provision will not apply to classified staff holding a teaching position.

B. Theme/Specialty School Summer Programs

1. All assignments will be based upon the qualifications required for the particular positions being staffed.
2. In cases where requirements are met by a number of individuals, assignments will be rotated on an equitable basis.

C. Summer School Compensation

1. The employee shall be paid their hourly rate of pay.

D. Substitution in Summer School and Compensation

1. In the event that a certified teacher is unavailable, KCPS and AFT agree that paraprofessionals with current substitute certification may be assigned and receive extra compensation based on the current Emergency Substitution Rate of Paraprofessionals.
2. Building Substitutes and Teach-To-Leads shall not be assigned more than one classroom during summer school at any given time, absent emergencies. Responsibility of a second classroom shall be subject to additional compensation as described in Article XII Section E.

E. Summer School Workday

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

1. A duty-free lunch period of a minimum of thirty minutes.

2. Two fifteen-minute breaks, one in the morning and one in the afternoon. If it is programmatically beneficial the employee and administrator may agree to combine the two breaks with lunch and have a one-hour break.

Article XI: Benefits, Compensation, and Insurance

A. 2024-2027 Compensation:

1. Members of the Unit who are eligible will receive a step each year on the board approved salary schedule. Members of the unit who are eligible shall receive column movement for educational advancement.
2. Any employee in the bargaining unit who has been on the top step of their salary schedule for more than one (1) school year as of July 1, 2024, shall receive additional compensation of \$1,500 for school years 2024-2025 and 2025-2026. Payment will be made in 24 equal installments through direct deposit. To qualify for payment, the employee must maintain employment at KCPS throughout the school year.

B. National Board Certification:

1. Members of the School Psychologist and Social Worker Units who successfully obtain National Board Certification will receive an annual stipend of \$3,500. Payment will be made within 45 days of when receipt of certification is submitted to and verified by the Division of Human Resources.
2. This payment will be paid annually as long as certification is maintained.
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. -Educational Advancement

1. When graduate credit is accepted for movement on the Classified salary schedule, it shall be from an accredited college or university and significantly related to the work performed on by the employee behalf of KCPS.
2. Approval of graduate credit hours shall be based upon:
 - a) Appropriate transcripts submitted to Human Resources by the employee by September 30 and February 16.

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.
 - b) The Human Resources Department shall give written confirmation to the employee within 3 business days of receipt of transcripts.
3. The increase for educational advancement shall be dispersed equally among the employees remaining pay periods. The exception shall be the retro check.

D: Method of Payment:

Classified Employees shall receive checks through direct deposit. No early checks will be issued. Employee pay stubs will include all sources of income including stipends and special pay and be available on the employee portal. Required deductions shall be equally divided among all checks.

E: Reimbursement Funds

1. 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.
2. Employees requesting reimbursement will, if physically able, file within one (1) week of the incident with the Risk Management Department, a verified security report of the incident, including a copy of the police report and a description of the property lost, and verification of its value. Repeated occurrences may be more strictly scrutinized and may result in denial of the claim.
3. 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.
4. An employee's personal cell phone will not be reimbursable if lost or stolen.

F. Paraprofessional, Teach-To-Lead, Head Start Assistant Substitution Duties:

1. The District will compensate Paraprofessionals, Teach-To Lead performing substitution/extra hour assignment duties according to the following guidelines:
 - A. No member of the Paraprofessional, Teach-To-Lead unit shall be required to assume a disproportionate share of substituting duties.
 - B. Substituting for a self-contained elementary teacher's class shall be paid at the rate of \$25 per 60-minute period and \$50 per 90 minute period.
 - C. The emergency substitute rate for Head Start Teaching Assistant serving as substitute classroom instructor shall earn the hourly rate of a classroom instructor at an equal step experience.

G. Accumulated Days and Severance Pay—Payout Formula

1. Accumulated Days
 - a) 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

(200) days.

b) **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 30 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 30 years) times three percent (3%) times the number of accumulated days, times an average of their daily rate of compensation issued over the course of their employment.

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

4. Payment to employees for accumulated sick leave shall be funded in keeping with the current funding formula. The Union will be provided with a copy of any audit or analysis of the

severance pay/accumulated sick day programs as is maintained in the normal course of business.

I. Insurance Products:

1. Medical and Dental Benefits

The District shall provide at least one no cost plan to employees. If an employee selects a High Deductible Plan, the difference between the cost of the plan and the no cost plan will be contributed to a Health Savings Account (H.S.A.) in the employee's name. Unless the employee declines health insurance, the employee shall select insurance plans from options provided by the District. Should the employee select a plan, other than the no-cost option, the employee will pay the premium difference between the chosen plan and the no-cost option. Employee share of premium cost and dependent premium cost shall be paid through payroll deduction.

2. Life Insurance:

The District shall provide \$20,000 of life insurance coverage to eligible employees in the Unit, with an option to purchase additional life insurance through payroll deduction.

The Employee Benefits Committee shall participate in discussions concerning life insurance

J. Tuition Reimbursement

- a. Employees must receive prior written authorization from the KCPS human resources chief in order to be eligible for tuition reimbursement. Tuition for job related courses in which the employee obtains a grade of B or better shall be reimbursed at 100% of tuition incurred by the employee. Tuition for courses in which the employee attained a grade of C shall be reimbursed at 50% of tuition incurred by the employee. The Director of HR must respond to the request within 14 days.
- b. The criteria for eligibility is:
 - a. The employee must have a minimum of five years of employment within the district.
 - b. Classes can be taken at a community college or state college.
 - c. Private colleges and universities require cost sharing with the employee.
 - d. With cost sharing an online university may be an appropriate venue.
 - e. Employees must meet the residency requirement for in-state tuition. Employees not meeting in-state residency requirements will receive tuition equal to that of in-state fees.
 - f. Classes should be scheduled as is feasible to not interfere with normally scheduled working hours. Members of the security unit may not be called for mandatory overtime at the times they are enrolled in an approved class.
 - g. If the employee voluntarily separates from KCPS that employee will be responsible for repaying any tuition fund disbursements made to them within 12 months of their separation date.
 - h. Payments will be made within four weeks of submission of paperwork.

K. Overtime

- a. Overtime shall be awarded to the most senior employee within the classified classification with the qualifications and skills required. In the event all qualified employees should decline to work

such overtime, KCPS may assign such overtime to the lead senior qualified employee. Overtime pay shall one and one half(1-1/2) times the regular pay to a position other than their regular position shall be paid the rate of either their regular position or the temporary position, whichever is higher.

b. Overtime shall be paid during the pay period for which it is earned. Employees working overtime beyond the scheduled shift shall be entitled to a rest period not to exceed fifteen (15) minutes if such employee works more than two (2) hours. An additional fifteen(15) minutes shall be taken after each additional four hours worked.

c. Classified employees who are exempt from overtime shall receive a stipend at the stipend rate reflected in the CBA for certified staff for participation and workshops and trainings that are held on weekends.

Additional Overtime Policies:

1. An employee who is required to work during a winter or spring break will be paid double time for the hours they work.
2. Any hours worked over 40, will result in the employee being paid time and a half per the Fair Labor Standards Act for the hours beyond 40.
3. Employees who are asked to work mandatory overtime shall be given 72 hours prior notification, when possible. Notifications shall be provided electronically and shall be available during work hours.

L. Mileage

A. employees whose regular assignments require that they travel from one KCPS location to another shall be reimbursed at the IRS mileage rate per mile, plus parking expenses actually incurred.

M. Vacation

A. Members of any unit covered in this CBA employed on a 12-month basis shall be entitled to vacation based on years of service as follows:

1. One through five years: 10 days per year
2. Six through 14 years: 15 days per year
3. 15+ years 20 days per year.

B. The school year is defined as July 1 through June 30, shall be used as the basis for determining the vacation allowance for 12-month employees in the bargaining unit. School-based employees are encouraged to use their vacation days on non-school student attendance days.

C. Except in cases of inclement weather and emergencies, employees eligible for vacation with pay must provide two week's notice to their supervisor when requesting vacation time. The employer must provide written acceptance of the vacation request within three working days of receiving the request. The employer may not deny vacation requests unless too many employees request the same vacation days within a department. In these cases, vacation time will be allotted according to KCPS seniority.

D. The total years of continuous service prior to July one determines the amount of paid vacation.

E. An employee who is eligible for vacation with pay and who voluntarily leaves the employment of KCPS shall receive vacation pay for which they have earned and for which they are eligible. Employees who are terminated by KCPS will be paid all vacation pay for which they have earned and for which they are eligible.

F. Members of the units may accumulate and carry over vacation days from year to year, up to a maximum of 50 days.

G. Members of the units who have accumulated more than 50 days will have an opportunity to cash out up to 10 days at the employees daily rate of pay, above the 50 allowable to carryover.

H. In any year an employee accumulates vacation days that would exceed the 15 day maximum, the employee may utilize up to five option days to draw down excess days to the 50 day ceiling. An option day shall be defined as a vacation day in which an employee will have the option of working a regular workday and being paid for that work day while concurrently being paid a vacation day.

N: Additional Financial

1. KCPS will certify payment to members of the units when changes are made to their regular school assignment at the beginning of the new school year.
2. Whenever an employee loses their duty-free lunch as a result of required work the time shall be subject to compensation.
3. Overtime pay for all employees in the classified unit will be paid at the rate of time and a half for all hours worked in excess of 40 hours per week.
4. Pay for holidays shall be at the employees' regular rate of pay. An employee who is required to work on a holiday shall be paid double time. An employee, with the prior permission of their supervisor and only with the approval of the appropriate department head, may elect to take a substitute paid holiday in some other week.
5. When KCPS owes an employee less than \$100 of supplemental pay during the current pay period, KCPS must make payment no later than the next pay period. Any mistakes over \$100 will be paid within three (3) working days.
6. Emergency substitute rate for paraprofessionals shall be the amount agreed-upon in the previous article in addition to their hourly rate of pay.
7. The emergency substitute rate for Head Start teaching assistants serving as substitute classroom instructors shall be the hourly rate of a classroom instructor at an equal step experience.

KCPS and KCFT agree to the following:

The parties acknowledge and agree to the terms reached under this CBA, contained herein and described, in full, in the preceding pages. This agreement is effective July 1, 2024 as approved by the Kansas City Public Schools Board of Directors and the membership of the KCFT&SRP.

Rita Cortes

Jason Roberts

Date

Date

