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Park Hill School District

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Building Successful Futures • Each Student • Every Day

***2019 – 2022***

***TEACHER  
AGREEMENT***

***BETWEEN***

***PARK HILL SCHOOL DISTRICT  
AND  
PARK HILL NATIONAL EDUCATION ASSOCIATION***



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## **ARTICLE 1: INTRODUCTORY STATEMENT**

The following Articles include a three year agreement adopted by and between the Park Hill School District Board of Education (hereinafter referred to as the "Board") and the Park Hill National Education Association (hereinafter referred to as the "Association"). These articles and all included provisions shall become effective July 1, 2019 and shall remain in effect until June 30, 2022.

## **ARTICLE 2: RECOGNITION**

The Board of Education recognizes the Park Hill National Education Association as the sole and exclusive bargaining representative of the certified, non-supervisory staff of the Park Hill School District. The bargaining unit applies as follows: teachers, counselors, diagnosticians, occupational therapists, recreational therapists, behavioral therapists, physical therapists, speech pathologists, library/media specialists, instructional coaches, 504 coordinators, A+ coordinators, reading specialists and school psychologists (full and part-time).

This recognition constitutes an agreement between the Board and the Park Hill National Education Association to attempt to reach mutual understanding regarding matters related to salaries, fringe benefits, and other matters of mutual concern through a collaborative model.

The Board and the Association recognize that they must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The Board cannot reduce or delegate its legal responsibilities to any other body and reserves the right to all powers and duties not expressly limited by the terms of the agreement.

## **ARTICLE 3: GENERAL PROVISIONS**

### **3.1 Open Communication**

The Board and the Association recognize that they are both involved in the process of educating the students of the Park Hill School District and, therefore, both parties commit themselves to open communications between the two parties. Personally identifiable personnel and student information will remain confidential as provided in local, state, and/or federal policies, regulations or law.

### **3.2 Non-Discrimination Clause**

The Board and the Association agree there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of the teachers or in the application or administration of this agreement on the basis of race, creed, color, religion, age, national origin, sex, domicile, marital status, membership in the Association, or participation in the negotiation process.

### **3.3 Savings Clause**

If any provision of the agreement or any application of this agreement to any employee or group of employees is held to be contrary to law by a court order binding on the parties, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### 3.4 Interpretation/Implementation

Whenever the president of the Association or the superintendent believes there is a problem arising out of the interpretation or implementation of this negotiated agreement, the president of the Association and the superintendent will confer and attempt to resolve such problems. However, if these two are unable to resolve such problems, they and the negotiations chairpersons will prepare a memorandum of understanding. Such a memorandum will be approved by vote of the Board and the Association's Executive Committee and signed by a representative of both parties before becoming effective. Such a memorandum will immediately become part of the negotiated agreement.

### 3.5 Distribution of Agreement

The agreement will be placed on the district website for staff access.

## **ARTICLE 4: PLANNING PERIOD**

### 4.1 Planning Time

All classroom teachers (including art, music, and PE) shall be granted and utilize no less than 275 minutes of teacher-directed, non-student contact time per week for the purpose of planning for instruction. A regular daily schedule will include a minimum of 50 total minutes plan time. The recommendation to adjust the schedule to provide for the most consecutive minutes of planning time possible shall be made by a representative body of the building. Part-time teachers shall have their planning time pro-rated. Library Media specialists who teach a regular schedule shall be provided planning time consistent with this section.

Planning time may include team work/planning sessions and will be collaborative in nature, with no more than two per month directed by administration.

In the absence of a teacher, every effort will be made to hire a substitute. In the event a substitute cannot be found, teachers may be asked to forego their planning period.

### 4.2 Common Planning Time

Elementary building principals, whenever possible, will schedule simultaneous planning periods within grade levels.

### 4.3 Summer School

All classroom teachers will receive one (1) additional non-student contact summer school day for the purpose of planning. In addition, 15 minutes before and 15 minutes after each summer school day will also be provided for the purpose of planning.

## **ARTICLE 5: DISTRICT COMMITTEES**

### 5.1 Appointment of Committees

District advisory committees responsible for evaluation and recommending modification of the Park Hill policies and academic calendar shall be appointed and maintained in the following manner:

- a. Each committee will have at least two (2) patrons, one (1) administrator, and two (2) classified personnel. The remaining members shall be teachers of whom 90% will be selected from those nominated by the Association president. Members of each committee shall be approved by the Board of Education each year at its regular September meeting.
- b. Each elementary and middle school shall be represented by a certified teacher.
- c. Each High School shall be represented by two certified teachers.
- d. Committee membership shall be on a staggered three (3) year rotation.

## 5.2 Officers

Each committee shall elect a chairperson, vice-chairperson and a recorder at its first called meeting. The superintendent or his/her designee shall serve as temporary chairperson for the first meeting and will conduct the election of officers. Officers selected shall serve for one (1) year.

## 5.3 Meetings

The chairperson shall be responsible for developing an agenda and forwarding a copy to each member of the committee at least two (2) days prior to a called meeting.

Meetings shall be called and scheduled through the superintendent's office by the chairperson of each committee. Notice shall be given to all regular and ex-officio members of the committee of the time and place of the meeting; this notice shall be at least one (1) week prior to the meeting date. When substitutes are required, prior approval of the called meeting must be obtained from the superintendent or his/her designee.

Committee members requiring substitutes shall be given administrator-initiated professional leave. Committee members requiring substitutes shall be responsible for making necessary arrangements with their immediate supervisor.

## 5.4 Meeting Results

Results of each meeting shall be distributed to each building for posting. If possible, an agenda for the next meeting shall be included with the results. Each building representative is responsible for communicating the results to his/her staff.

## 5.5 Committee Proposals

All committee proposals shall be forwarded to the Board of Education by way of the superintendent's office. The superintendent may return the proposal with his/her recommendation to the committee for further study. After further study, the committee's report and minority report, if any, will be forwarded to the Board of Education by the superintendent in its entirety. Responses which the superintendent wishes to make may accompany the report(s) at the time they are forwarded to the Board.

## 5.6 Calendar Committee

The calendar committee is charged with the task of collaborating with site base teams in developing

the academic calendar. The committee should complete its recommendations by consensus and report these to the Board no later than January 31.

## **ARTICLE 6: BUILDING LEADERSHIP COMMITTEE**

A building Leadership committee shall be established at each school for the purpose of maintaining and strengthening the lines of communication between building staff and principal on areas of concern and managing school improvement activities. The committee shall be composed of grade level/department representatives at the elementary level, a representative from each area at the middle school level, and a representative from each area at the high school level. The committee should try to meet at least once a month during the school year.

Nothing in this article precludes the establishment of additional committees to address issues within the school.

## **ARTICLE 7: COMPLAINTS AGAINST TEACHERS**

### **7.1 Complaint Procedure**

When a statement detrimental to a teacher's career or reputation is made a matter of record, the teacher will be notified in writing by his/her supervisor and will have the opportunity to respond in writing. In no case will any action be taken against a teacher as a result of a complaint without the teacher having had an opportunity to meet face to face with the complainant, unless the complaint alleges an offense that under Missouri Statutes could be reason for suspension or termination.

### **7.2 Teacher's File**

The teacher's file in the principal's office and in the personnel office shall be open to inspection by the teacher upon request and in the presence of the person responsible for maintaining the file. The teacher shall have the right to respond in writing to all materials contained in said files. Such responses shall become part of the file. Should the supervising administrator determine that a complaint is without merit, it shall not become part of the file.

### **7.3 Removal of Complaint**

Any statement potentially detrimental to a teacher's career or reputation which is made a matter of record may be removed from the personnel file and the principal's building file after a period of two (2) years upon mutual agreement of the supervising administrator, Superintendent of Schools and the teacher. Evaluation forms will be a permanent part of the file.

## **ARTICLE 8: DUE PROCESS**

### **8.1 Administrative Review**

A non-tenured employee or extra duty person shall have the right to an administrative review when a recommendation of dismissal or non-renewal of contract is being recommended. The teacher's written request for a meeting shall be made within five (5) working days upon receiving written notification of the recommendation by the superintendent or his/her designee of dismissal or non-renewal of the employee's contract. The review shall be a meeting between the employee and a fellow employee selected by the employee or a local Uniserv Director, the employee's immediate supervisor and the superintendent or his/her designee.



## 8.2 Audience with the Board

Any non-tenured employee or extra-duty person has the right to an audience with the Board of Education if the employee is not satisfied with the administrative review.

- a. The request for an audience shall be made in writing through the Superintendent of Schools. The employee shall be notified in writing of the time and place at least two (2) working days prior to the date of the audience.
- b. At the review, the employee may be accompanied by a fellow employee of his/her choice. The fellow employee may speak on the employee's behalf and the employee shall be required to answer questions directed by the audience.
- c. The Board shall discuss with the employee the reason(s) for the proposed dismissal and the employee and his designee (see b. above) shall have the opportunity to respond. Such responses may include written depositions from authorities selected by the employee.
- d. The decision by the Board of Education shall be final.
- e. The employee shall be notified in writing of the decision within five (5) working days of the final decision.

## ARTICLE 9: WORKING CONDITIONS

### 9.1 Class Size

The Board will make efforts to achieve a class size of no more than twenty-three (23) for kindergarten and 1<sup>st</sup> grade, twenty-five (25) for grades 2 through 3, twenty-seven (27) for grades 4 through 6, and thirty (30) for grades 7 through 12, except when state recommendations indicate a larger allowable class size (i.e. Music, PE). It is recognized that in some special situations a smaller class size may need to be considered. In the event that a class exceeds these guidelines after the first day of school, the Assistant Superintendent for Human Resources, the school administrator, and teachers will discuss the overload. The guidelines for class size are contained in the document entitled *Elementary Section Breaks*.

### 9.2 Equitable Class Load

Principals will be responsible for scheduling equitable classroom loads within their building grade levels. The Board of Education recognizes there are additional responsibilities and obligations assumed by the teachers who work primarily with students with disabilities. Staffing for these needs will be taken into account when determining class size.

### 9.3 Assault and Battery

In the event of an assault and battery on a teacher during the performance of his/her duty, the assault and battery shall be reported immediately to the teacher's immediate supervisor, and the Director of Student Services.

#### 9.4 Worker's Compensation Injury/Sick Leave Charge

The teacher who loses work time because of an assault or injury on the teacher in a reasonable and responsible performance of his/her duties should report the injury to his/her direct supervisor and complete an accident report form within 72 hours or as soon as possible.

Teachers are eligible to receive Workers Compensation benefits as prescribed in Board policy GBEA.

### **ARTICLE 10: SPECIAL EDUCATION**

#### 10.1 Release Time for I.E.P.'s

Special Education teachers may have three (3) days of release time or three (3) days compensation at the substitute pay rate or any combination of the two during the school year for the purpose of holding conferences and writing I.E.P.'s. If compensation is requested, a half day or full day increment must be utilized. The workday will be considered seven (7) hours. All activities must take place at the school site.

### **ARTICLE 11: ASSOCIATION RIGHTS**

#### 11.1 Faculty Communication

Park Hill NEA will be allowed to use district email to communicate with association members. Park Hill NEA will be allowed to use faculty mail boxes and post in copy workrooms for association business, provided the principal or his/her designee receives a copy of the material prior to the distribution. Materials will be identified as to their origin and dated.

#### 11.2 Association Time at Faculty Meetings

Following the planned agenda at the first faculty meeting following the Association representative meeting, Association representatives may discuss Association business with the membership. These meetings shall not interfere with the regular school day. Attendance is voluntary.

#### 11.3 Park Hill NEA Meetings in Buildings

Park Hill NEA may use school buildings for official organization business, provided such meetings do not interfere with the normal operation of school. Meetings of the Park Hill NEA, whether in groups with a school or general meeting, shall be arranged in advance through the office of the school where the meeting is held, and through the Buildings and Grounds office.

### **ARTICLE 12: DUTY FREE LUNCH**

Every reasonable effort will be made to give all teachers a duty free lunch, with each elementary teacher afforded a thirty-five (35) minute duty free lunch.

### **ARTICLE 13: EMPLOYMENT OF NEW PERSONNEL**

The Board of Education recognizes the need for input from staff members in the recruitment and

employment of all certified personnel.

## **ARTICLE 14: TRANSFER AND ASSIGNMENT**

### 14.1 Understanding

The Board recognizes that it is desirable in making and approving staff assignments to consider the interests and aspirations of teachers presently employed in the district.

#### Definitions

1. Appropriate credentials - the minimum teaching certification and/or license required by the Missouri Department of Elementary and Secondary Education to qualify for a position.
2. Interim contract - a contract to fill a position temporarily for no more than one academic year. Teachers with interim contracts will be notified of their interim status in writing in December, January and February of that contract year.
3. Transfer - the movement of an employee to another school, department or grade level.  
Vacancy - any position to be filled within the District as determined by the administration, including but not limited to, newly created positions, positions made available by employee transfer, severance, resignation, retirement, illness, injury, death or leave of absence.

### 14.2 Application Process

Any certified person employed in the district, desiring to transfer to another position, building location, subject area or grade level for any vacancy may file an application with the District Human Resources office. Within five (5) days of receipt of said application; the District Office will notify the applicant in writing that the application has been received and is under consideration. Requests for transfer shall be retained for active consideration by the Human Resources office for one year, unless retracted in writing by the applicant. Transfer requests should be made to Human Resources between December 1 and June 30 of each school year.. A teacher must reapply for transfer each year. Early notification provides greater opportunities for consideration of the request. Human Resources will disseminate transfer requests to principals.

### 14.3 Posting of Vacancies

Teaching and administrative vacancies shall be posted on the district website. If a vacancy occurs during the school year, the vacancy will be posted prior to being filled.

### 14.4 Screening Applicants

- a. The Assistant Superintendent for Human Resources shall consider all such applicants.
- b. Internal candidates on file with transfer requests shall be given \*consideration before an external candidate is hired.

\*Consideration means:

1. A list of teachers who are interested in transfers will be maintained; the list will include the position(s) in which the teacher is interested.
  2. If the teacher meets the qualifications for an open position in which he/she is interested, he/she will receive at least one interview during the transfer period (December 1 to June 30).
- c. The Assistant Superintendent for Human Resources will recommend to the Board that the posted vacancy be assigned to the individual applicant considered by him/her to be the most qualified. If two or more applicants (external or internal), are considered to be equally qualified, preference will be given to the applicant with the most service within the district. It is understood that none of the above limits the superintendent or his/her designee in interviewing or recommending for employment only those persons presently on the staff or on leave.
- d. During the contract year, the district may choose to fill a vacancy by adhering to the posting, interviewing and hiring process according to the articles of Transfer and Assignment; thus, said position is considered filled and need not become a vacancy the following contract year. However, if the district elects not to adhere to the articles of Transfer and Assignment at such time, the vacancy shall be filled on an interim basis and become a vacancy the following contract year.
- e. Employees returning from leave shall be afforded all rights for which they are eligible.

#### 14.5 Notification of Transfer

All certified personnel to be transferred to another school shall receive written notification from the District Office by June 30 of each year. Any teacher to be transferred after June 30 shall be notified in writing within five (5) working days of the decision.

#### 14.6 Reason for Denial

If an employee's request for a voluntary transfer is denied, the employee shall receive in writing, if requested, reasons for the denial within ten (10) days. The employee shall be granted, upon request, a meeting with the administrator(s) who denied the transfer in order to discuss the reasons for the denial.

#### 14.7 Involuntary Transfer

- a. An involuntary transfer will be made, under the direction of the Assistant Superintendent for Human Resources, for one of the following reasons:
  1. In case of an emergency
  2. To prevent undue disruption
  3. As a means of improving the instructional program
- b. The Assistant Superintendent for Human Resources shall notify the affected teacher of the reason, with supporting evidence, for such transfer.
- c. Employees who are transferred during the contract year may be allowed released time for preparation prior to the effective date of transfer.

- d. Employees who are involuntarily transferred on the basis of an emergency (14.7, a. (1)) shall be allowed to return to their previous position when the emergency no longer exists, and pursuant to subsection 2 of section a, above.

#### 14.8 Removal of Positions

When a decrease in the number of teaching positions in a grade level or subject occurs within a school, the teacher in that grade level or subject at that school with the least district seniority will be assigned to an opening at the same school. The teacher must be properly certified in the subject or grade level where a vacancy exists. Reassigned teachers may still apply for transfer as stated in Article 14.1 and 14.2. Seniority is determined by the most recent hire date in the district.

When a decrease occurs in the number of teaching positions in a school, the teacher in that school with the least amount of district seniority, in the subject area of reduction, will be placed in another school where the same subject area vacancy exists. The teacher must be properly certified in the subject or grade level.

Administrators will review past teaching experience and training. Teachers will be placed at the grade level/position that best meets the needs of the district. Teacher requests will be given consideration.

#### 14.9 Special Teacher

Whenever a justifiable decrease in the number of special teacher positions (art, music, physical education, all special education, Title I) in a school occurs, the special teacher affected will be given the opportunity to bump the teacher in the district with the least seniority in the specialty area unless there is no position available for the least senior teacher due to certification and training. In the case that bumping cannot take place, the teacher whose position has been eliminated will be assigned by the superintendent or his/her designee. No bumping will take place after June 30.

### **ARTICLE 15: REDUCTION IN STAFF**

#### 15.1 Procedure

According to provisions of Missouri Statute 168.124, the Board of Education may place on leave of absence as many teachers as necessary because of decrease in enrollment, school district reorganization, or financial conditions. Whenever the Board anticipates a reduction in teaching staff, the superintendent or his/her designee will notify the officials of the Association concerning the anticipated reduction in the teaching staff. A meeting between the Association officials and the superintendent or his/her designee will be scheduled for purposes of discussing the proposed reduction in staff within two weeks (2) following the above notification. Individual teachers will not be contacted prior to the above meeting. In placing teachers on leave, the Board shall be governed by the following provisions:

- a. Teachers placed on leave of absence as herein provided shall be considered to be on "unrequested leave of absence."
- b. Seniority for the purposes of this reduction shall be defined as continuous full-time, complete years of employment in the school district. Authorized leaves of absence shall not be considered interruptions in service. Seniority date shall be the date of Board

approval of the teacher's initial contract with the district. A district-wide seniority list including all areas of certification for each teacher shall be established and kept current. (Definition of official hire date: The most recent uninterrupted continuous full-time employment as a teacher.)

- c. No permanent teacher shall be placed on unrequested leave of absence while probationary teachers are retained in positions for which a permanent teacher is certified.
- d. Permanent teachers shall be retained on the basis of merit and qualification. The following criteria will be used to determine merit and qualifications for the purpose of reduction in staff.
  - 1. Educational placement on the salary schedule.
  - 2. Areas of permanent certification.
  - 3. Activities beyond the teaching contract.
  - 4. Related teaching experience.
  - 5. Effectiveness in the field or at the grade level.

If one or more teachers are determined to have equal merit and qualifications, those teachers shall be ranked in order of seniority as defined in b., with the more senior teacher to be considered more meritorious and qualified.

## 15.2 Reinstatement

Permanent teachers shall be reinstated to the positions from which they have been given leave of absence, or if not available, to a position requiring like training or to another position in the school district for which they are qualified.\*\* No probationary teacher shall be reinstated until all permanent teachers certified for the vacancy in question have been reinstated.

## 15.3 Probationary Teachers

Probationary teachers' order of reduction shall be according to program needs.

## 15.4 Notice of Recall

The Board shall give written notice of recall from lay-off by sending a registered or certified letter to said teacher, at his/her own last known address. It shall be the responsibility of the teacher to notify the Board and the Assistant Superintendent for Human Resources, in writing, of any change of address.

## 15.5 Failure to Accept Job Offer

If a teacher fails to accept a position in writing within ten (10) working days from the receipt of the notification letter, said teacher shall be considered as a voluntary resignee and his/her individual contract with the Board shall be terminated.

## 15.6 New Teachers

No new teachers shall be hired for a vacancy for which a teacher on unrequested leave is certified.

## 15.7 Seniority

The unrequested leave of absence shall not impair the seniority, the tenure, or the accumulated sick leave of the teacher, and shall not be construed as a break in consecutive years of service. This shall also apply to full-time teachers who have been reduced to half time teachers.

## 15.8 Duration of Unrequested Leave

The unrequested leave of absence shall continue for a period of two (2) years. Exceptions:

- a. This period may be extended by the Board.
- b. The teacher is offered re-employment by the Park Hill School District.
- c. The teacher requests to be removed from this leave of absence.

## 15.9 Substitute List

Teachers placed on leave of absence as herein stated shall be given priority status on the school district's substitute list, if so requested by the teacher. Daily pay for teachers on this leave of absence and substituting shall be the same rate as that of an extended substitute.

## 15.10 Notice of Layoff

Whenever it is necessary to place a teacher or teachers on unrequested leave as herein provided, the Board shall give the teacher or teachers affected at least thirty (30) calendar days of notice in writing.

## 15.11 Order of Recall

Any teacher on unrequested leave of absence shall be recalled in the inverse order from that in which the leaves were imposed, provided he/she is qualified\*\* for the vacancy. It shall be the responsibility of the teacher to notify the Assistant Superintendent for Human Resources in writing of any changes in his/her certification. Such changes will be noted on the seniority list.

## 15.12 Insurance

Any teacher placed on unrequested leave of absence during the school year will continue to receive normal insurance benefits as described in Article 36 for a minimum of a three (3) month period from the date of notification of leave. Any teachers on unrequested leave of absence may elect to continue insurance benefits at his/her own expense for the duration of the leave by providing the school district appropriate premium payments in the manner required by the payroll office.

## 15.13 Outside Work While on Leave

Unrequested leaves of absence shall not prohibit the teacher from seeking and accepting employment elsewhere, nor shall the teacher be terminated for that reason except on the written request of the teacher.

\*\* Qualified in this article shall mean merit and qualifications as defined in paragraph 15.1.d.

## **ARTICLE 16: SUSPENSION**

Any teacher or employee of the district who has been formally charged in any court of law with the

commission of a felony may be suspended from active performance of duty. Such suspension shall be continued until:

- a. The teacher or employee has been terminated by the Board of Education.
- b. The teacher or employee has resigned.
- c. The teacher or employee has been reassigned to regular duty by action of the Board of Education.

Any such action by the Board of Education shall be in the manner provided by law and by the terms of this agreement.

The salary of the teacher or employee shall be continued until formal termination by the Board of Education.

## **ARTICLE 17: SICK LEAVE**

### **17.1 Philosophy**

Sick leave will be provided for certified personnel, subject to the limitations prescribed below, for work days lost due to illness, disability (including pregnancy), and medical/dental appointments. Illness or disability for sick leave purposes will be defined as a physical or mental condition which precludes the employee from efficiently performing the duties normally required under the terms of the contract.

### **17.2 Provisions**

#### **a. Required Documentation**

Any individual having an illness or disability over five (5) consecutive duty days duration, will be required to provide doctor's certification to the building principal. In the event of extended illness, the doctor's certification may be required as often as once every two weeks, subject to the illness involved. Any individual who has repeated absences of any duration may be required by the superintendent's office to undergo an examination by a mutually agreed upon physician, at the individual's expense. Refusal to comply will result in termination of sick leave compensation.

#### **b. Yearly Entitlement**

All full-time regular teachers will be entitled to ten (10) days of sick leave at full pay during each academic year. Teachers working less than full time will be entitled to proportionate sick leave. For new employees, credit for these days will not begin until the employee has worked ten (10) full contract days.

#### **c. Credit Accumulation**

Any unused portion of this sick leave may be accumulated to a total of 110 days.

#### **d. Absence of Accumulated Days**

If a teacher does not have the required twenty (20) accumulated sick days before drawing days from the pool, he/she will have his/her pay docked at the short-term substitute rate



until he/she is eligible to draw from the sick leave pool.

e. Family Sick Leave

A maximum of nine (9) days family sick leave will be granted per year for illness, surgery, or medical/dental appointments in the immediate family that includes parents, stepparents, brothers, sisters, legally recognized spouse, children, stepchildren, grandchildren,

grandparents, cousins, or like relatives of legally recognized spouse. Family sick leave will be charged against the employee's sick leave days.

Other personal situations may be submitted to the Assistant Superintendent of Human Resources for consideration. Documentation may be required.

f. Emergency Leave

Emergency Leave will be available for natural or unnatural disasters to person, home, or property. Emergency Leave will be charged against the employee's sick leave days. Employee must provide a written explanation. (Leave form completed and submitted upon return to work.) It is recommended that the employee contact their immediate supervisor at the time of the emergency.

The list below is not exhaustive, but provide examples of acceptable or non-acceptable reasons for emergency leave.

Acceptable Reasons for Emergency Leave	Non-Acceptable Reasons for Emergency Leave
Car accident on the way to work.	Car repairs
Serious home flooding	Yard debris
Fire	Assisting relocation of family member
Serious destruction of property	Burglary or vandalism of personal property
	Illness or funeral of family friend
	Pet-related issues
	Frozen pipes or home repairs

Parents of small children should always have an alternate plan for child care. However, in the event of unexpected loss of child care, a maximum of two (2) days per school year of Emergency Leave may be granted.

Other personal situations may be submitted to the Assistant Superintendent of Human Resources for consideration. Documentation may be required.

g. Pregnancy, Childbirth and Adoptive Leave

Six weeks of leave will be available for the purpose of recovering from childbirth. In the event that childbirth occurs through a Cesarean section procedure, eight weeks of leave will be given. The amount of leave will be charged to the employee's sick leave days as per the agreement.

For pregnancies a maximum of ten (10) sick leave days may be used to care for the employee's legally recognized spouse.

For an employee's child who has a baby, an employee may use a maximum of two (2) sick leave days during the first thirty (30) days after the birth. Block out dates apply.

Six weeks of leave will be available to the primary caregiver for the purpose of adopting a child. The amount of leave will be charged to the employee's sick leave days as per the agreement. Ten (10) days of leave will be given to a non-primary caregiver who is adopting a child. The leave will be charged to the employee's sick leave days as per the agreement.

Additional unpaid leave is available through the Family and Medical Leave Act. Individuals should contact Human Resources for additional information regarding Family and Medical Leave.

It is important that supervisors and administrators be informed as soon as possible about the need for childbirth or adoptive leave so that appropriate substitute arrangements can be made.

h. Part-Time Teachers

Part-time teachers will receive leave benefits described in this plan on a prorated basis that equals his/her full time equivalency (FTE) status.

i. Discontinuance

In the event this sick leave pool is discontinued, unused days remaining in the pool will be divided equally among plan participants.

### 17.3 Sick Leave Pool Management

a. Annual Contribution

Teachers will contribute enough sick days from their accumulation in 1/2 day increments to maintain a range of days in the pool from 1,200 and to a maximum of 1,400 days. If, at the start of the school year, the number of days is within the range, then no days will be contributed except by new teachers who are required to contribute two (2) days regardless of the number of days in the pool. Contributions will take place during the month of September for the school year in question.

### 17.4 Compensation

a. Maximum Days

The total number of days that a teacher may draw from the pool is the number of teacher contract days minus ten (10).

b. Benefit Period

A benefit period begins on the first contract day of the school year and ends the last contract day of the school year. In the event of a long term illness, the benefit period may extend into the next school year. All sick days used from the beginning of the benefit period will

be counted towards maximum benefit days. When the full number of benefit days used is equal to the number of contract days, benefits cease.

c. Continuous Illness

A succession of disabilities due to the same or related causes will be considered one continuous disability unless separated by three (3) consecutive months of full time duty.

d. Pay

The first twenty (20) days of an illness within a school year, must come from the teacher's own accumulation. Compensation will be at 100%. In the event the teacher does not have enough accumulation, his/her pay will be deducted an amount equal to the short term substitute rate until eligible to enter the pool. The next 50 days will be drawn from the pool at 100% compensation. Beginning the 71st day of illness, the employee will revert to his/her own accumulation at 100% compensation until he/she runs out of days and the balance of the benefit period will be at 75%. For all days over 71 but less than the benefit period, any individual who has no days accumulated will be compensated at the rate of 75% and the days will be deducted from the pool.

e. Family Sick Leave or Emergency Leave is not eligible for pool usage. In the event that family sick leave or emergency leave is requested, while in the pool, the leave will be taken from an employee's accumulated leave. In the event that the employee has no accumulated leave, the day will be docked from the teacher's salary at his/her daily rate.

## 17.5 Incentive

a. Any employee who does not use any of their sick leave or unpaid leave in any given year will be eligible for a \$100 bonus at the end of the school year. A teacher may opt to waive the \$100 perfect attendance stipend and receive one perfect attendance leave day in place of the stipend.

The maximum accumulation would be TWO PERFECT ATTENDANCE LEAVE DAYS. The Perfect Attendance Leave days would be in addition to any accrued personal business days. The application for Perfect Attendance Leave Days will comply with the same language as application for personal business leave

Perfect Attendance requires that no days are missed due to individual illness, family sick leave, emergency leave, or any other absence for which an employee's sick leave accumulation is modified.

EXCEPT FOR THE FIRST 10 STUDENT DAYS AND THE LAST 5 STUDENT DAYS OF THE YEAR, PERFECT ATTENDANCE LEAVE DAYS MAY BE USED DURING BLOCK OUT DAYS AS LONG AS PRIOR PRINCIPAL APPROVAL IS GAINED AS STATED IN ARTICLE 19.2 AND ARTICLE 19.3.

b. There will be no buyback on an annual basis for sick leave.

c. A teacher who is retiring under the Missouri Public School Retirement System and who

has taught the last 15 years in the Park Hill School District will receive compensation for unused sick leave based on the following formula:

Number of sick days accumulated x \$50.00 per day (110 day maximum)

In the event of death the beneficiary as stated in the district's life insurance policy will receive benefits, if eligible.

## **ARTICLE 18: DISABILITY LEAVE OF ABSENCE**

### 18.1 Conditions for Granting

Up to 60 days of unpaid leave maybe available through the Family and Medical Leave Act. Individuals should contact Human Resources for information and application under this type of leave. If approved, the employee's job (or a similar assignment) will be held while on leave, and any board-paid insurance benefits will continue to be provided.

## **ARTICLE 19: PERSONAL BUSINESS LEAVE**

### 19.1 Intent

It is the intent of the Board that such leave shall be for the purpose of conducting personal business that cannot be conducted outside the school day.

### 19.2 Number of Days

Each full time teacher will be allowed two (2) days per year for personal business. Accumulated days are earned by saving personal business days from the previous year. A maximum of five (5) may be accumulated. Part-time teachers shall have their personal business leave pro-rated. Teachers may request that the Assistant Superintendent for Human Resources approve the conversion of one of their sick leave days to a personal business leave day.

### 19.3 Application and Block Out Days

Any leave under this section, whenever possible, shall be applied for at least one (1) day in advance in writing and will be approved or disapproved by the principal or his/her designee. The teacher should make an effort to pre-arrange for a preferred sub prior to taking Personal Business Leave. The written application for the leave shall be submitted on the district-provided form. No personal business leave shall be allowed during Park Hill designated block out days.

Teachers who believe that they have extenuating circumstances may apply for a waiver for use of Personal Business Leave during "block out days" with the Assistant Superintendent for Human Resources.

### 19.4 Exception to Block Out Dates

Teachers may utilize a maximum of three (3) Personal Business days to be used at any time, including "blocked out days" providing that an approved substitute can be attained.

- a. If a teacher has 30 days of accumulated sick leave, 1 day of personal business may be used.
- b. If a teacher has 60 days of accumulated sick leave, 2 days of personal business may be used.
- c. If a teacher has 90 days of accumulated sick leave, 3 days of personal business may be used.

Teachers should apply for the day through the Assistant Superintendent for Human Resources, once approval from the building principal has been obtained.

#### 19.5 Incentive

At the end of each year, teachers will be paid sub pay for each personal business day not used over three (3) days.

### **ARTICLE 20: POLITICAL LEAVE**

#### 20.1 Application

A teacher seeking a half or full year unpaid leave of absence for campaigning, office holding, or other time consuming responsibilities connected with self-government shall apply for such leave in writing.

#### 20.2 Board Response

The Board of Education shall give the teacher a written answer to a request for political leave. Such leave will be without pay.

#### 20.3 Reinstatement

If the candidate is not elected, he/she shall be returned to his/her position under Article 29.

### **ARTICLE 21: MILITARY LEAVE**

#### 21.1 Reserves

Any teacher or R.N. who is a member of the National Guard or of any reserve component of the armed forces of the United States shall be entitled to leave of absence from their respective duties without loss of time, regular leave, impairment of efficiency rating or of any other rights or benefits to which otherwise entitled for all periods of military service during which they are engaged in performance of duty and shall be paid his/her salary or compensation for a period not to exceed a total of fifteen (15) working days / 120 hours in any one calendar year minus the daily rate of pay for military service. Every effort will be made to arrange for leave that will not conflict with the school year.

#### 21.2 Active Duty

If an individual is inducted into military service, the District will abide by state law regarding veteran's benefits.

### **ARTICLE 22: JURY AND WITNESS LEAVE**

An employee will be granted paid leave for time spent responding to a summons for jury duty, time spent participating in the jury selection process, time spent actually serving on jury, or when

subpoenaed to appear in court. An employee will not be terminated, disciplined, threatened or otherwise subjected to adverse action because of the employee's receipt of or response to a jury summons. The employee shall present documentation of his or her jury service to the building principal or an immediate supervisor.

If the subpoena is directly related to the employee's school duties, the employee will be released for court appearance without loss of leave.

Other court appearances due to personal situations will be deducted from the employee's personal business leave.

## **ARTICLE 23: CRIME VICTIM LEAVE**

Any employee who is a crime victim, who witnesses a crime or who has an immediate family member who is a crime victim will not be required to use vacation, personal business, or any other paid leave in order to honor a subpoena to testify in a criminal proceeding, attend a criminal proceeding, or participate in the preparation of the criminal proceeding.

## **ARTICLE 24: PROFESSIONAL LEAVE**

### **24.1 Request**

Certified employees shall be allowed to request professional leave for the purpose of professional development for the attendance at the meetings of appropriate professional associations. Said requests shall be made pursuant to Section 3 of this Article.

### **24.2 Classification**

- a. The District shall finance professional leave equal in days to 1/4 the number of full time equivalent teachers employed in the District as of the first day of the school year, each year. Excluded from this leave is leave initiated by an administrator which includes, but is not restricted to: District committees, PTA, Department Heads, CWC common planning time when necessary, curriculum writing, workshops, grant days, and programs which the teacher is asked to attend, or when the employee's absence involves the supervision of students.
- b. Eighty-seven and a half percent (87.5%) of professional leave days shall be allocated proportionally to the buildings. No days shall be apportioned to buildings at less than one-half day.
- c. A maximum of 12.5% of professional days shall be allocated for association use.

### **24.3 Procedures**

- a. Requests for professional leave should be submitted to the building principal, on the designated Professional Leave Form, at least ten (10) calendar days prior to the leave date. The employee will be notified of the action on his/her request at least seven (7) calendar days prior to the leave date or within thirty (30) calendar days after a formal request is submitted, whichever is sooner.
- b. In the event the building professional leave committee rejects the employee's request for

leave, the employee may appeal to the Professional Development Committee to be granted leave from the days apportioned to the P.D.C. The appeal will be filed by submitting a request for professional leave, along with a copy of the rejected request, to the building P.D.C. representative. Requests for professional leave submitted less than ten (10) calendar days prior to the leave date shall not be subject to appeal to the P.D.C.

- c. A copy of all leave requests, whether approved or rejected, shall be forwarded to the Professional Development Committee for recording purposes. The forwarding of the requests by the building committee is for recording purposes only and does not constitute an appeal.
- d. The certificated employee may be required to furnish a summary (oral or written) of activities participated in during the absence for purposes of improving instruction. Written summaries will be presented to the Professional Development Committee and available to the Board.
- e. The Professional Development Committee shall establish the system of recording professional leave requests and for keeping each building advised as to the status of its apportioned days.

## **ARTICLE 25: BEREAVEMENT/FUNERAL LEAVE**

### **25.1 Number of Days**

In the event of death in the immediate family of the employee or employee's legally recognized spouse, bereavement leave may be used. A maximum of three (3) days may be used in any school year for bereavement purposes. If the immediate family member is a child, stepchild, legally recognized spouse, parent, stepparent, or dependent, an additional two (2) days may be used.

Bereavement leave is not cumulative. Bereavement leave will not be deducted from accumulated sick leave.

If additional leave is needed in any school year for bereavement purposes, or other personal situations apply, requests may be submitted to the Assistant Superintendent of Human Resources for consideration. Documentation may be required.

### **25.2 Definition of Family**

Immediate family is defined as legally recognized spouse, child, stepchild, mother, father, stepparent, brother, sister, foster parents, aunt, uncle, cousin, nephew, niece, grandparents, and grandchildren or like relatives of legally recognized spouse or any relative residing in the household.

### **25.3 Other Funerals**

Attendance at any other funerals will be considered on an individual basis by the superintendent or his/her designee on the recommendation of the building principal.

## **ARTICLE 26: BOARD APPROVED LEAVE**

Board approved leaves shall not be construed as a break in consecutive years of service, nor will such leaves interfere with the achievement or maintenance of tenure. Achievement toward tenure means that certification of probationary staff on Board approved leave of absence will return at the level of years of experience earned toward tenure at the conclusion of the leave.

## **ARTICLE 27: UNPAID LEAVE OF ABSENCE**

### **27.1 Education Leave**

Any tenured teacher may apply for unpaid leave of one (1) or two (2) semesters without pay.

Written application for unpaid leave for educational purposes must be made by April 1 of the school year preceding the requested leave. An outline of a proposed education project, such as college approved program, exchange teaching, cultural travel, or work program related to his/her professional responsibilities must be attached to the leave.

Upon approval and completion of such unpaid education leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period. Failure to follow the approved program may void the opportunity for re-employment.

### **27.2 Other Leaves**

The Board may grant any other teachers' request for unpaid leave of absence showing good cause, however, the Board reserves the right on these occasions to allow or deny automatic longevity advancement on the salary schedule.

### **27.3 Short-Term Unpaid Leave**

Up to two days of unpaid leave may be granted for extenuating circumstances that are deemed to be unavoidable by the administration. Teachers should submit a letter outlining the circumstances as soon as possible in advance of the date(s) requested. Teachers should plan for special events, trips, etc. by accumulating and utilizing personal business leave as stated in Article 19.2.

### **27.4 Unpaid Leave Salary Deduction**

Unpaid leave will result in salary reduction based on the following formula:

$$\text{Salary reduction} = \# \text{ of days of unpaid leave} \quad \times \quad \frac{\text{annual salary}}{\# \text{ of days contracted}}$$

## **ARTICLE 28: UNAUTHORIZED LEAVE**

Leave other than that provided for in this section may be cause for disciplinary action.



## **ARTICLE 29: REASSIGNMENT UPON RETURNING FROM A LEAVE OF ABSENCE**

### **29.1 Assignment**

On returning from leaves defined by policy, or leave taken pursuant to FMLA, USERRA or other mandatory reassignment provisions, a teacher will be assigned to a position similar in subject and grade level to the one held before the leave, whenever possible. Where feasible, the Board of Education will attempt to hold a place for the teacher by filling it temporarily. If a change in subject, grade level, or school is necessary, mutual agreement will be sought between teacher and Assistant Superintendent for Human Resources before the teacher resumes his/her teaching duty. However, the district retains the right to place teachers where the interests of students are best served.

### **29.2 Application**

The teacher will make application for reinstatement by April 15th of the year of the leave.

## **ARTICLE 30: COURSE WORK REQUIREMENTS**

If an employee is asked by the Board of Education to secure additional training that may be a requirement for new positions or instructional program that the Board is creating, the Board shall reimburse the staff member for tuition, books, fees and mileage to and from school at the rate established in Article 38 Travel Expense. Staff members eligible to receive such reimbursement will be recommended by the superintendent, subject to the approval of the Board of Education.

## **ARTICLE 31: HOURS AND DATES OF EMPLOYMENT**

- a. Regular teacher contract day is 7 hours and 40 minutes. See teacher handbook for arrival and departure times.
- b. All certified personnel may be required to spend up to four (4) additional hours per month for the purpose of attending faculty meetings, department meetings, in-service sessions, and committee meetings.
- c. If a required meeting is to extend beyond one hour, the participants will be notified 48 hours in advance.
- d. Teachers will also be required to participate in no more than 6 activities outside the regular teacher contract day per school year as determined by the school's leadership team. Activities could include graduation, open house, grade level musical, and kindergarten round up each year. Fundraisers are optional in relation to certified staff participation.
- e. Annually, the Board of Education, will establish the work calendar for teachers and the academic calendar for students. The work calendar for teachers will consist of 188 days. The calendar committee will determine when the days will be used. The calendar is inclusive of 1.5 parent / teacher conference dates; 4 professional development days and 5.5 administrative / teacher work days.

## **ARTICLE 32: PROFESSIONAL ORGANIZATIONS**

### **32.1 Dues Deduction**

Dues for PHNEA and any other teacher organizations may be deducted over the twelve (12) month period from September to August from paychecks. Teachers beginning employment any time after the first payroll may elect to join this payroll deduction plan within thirty (30) days of the first date of employment with monthly deductions adjusted to accommodate the shorter number of pay dates remaining.

### **32.2 Form**

Teachers must complete a district withholding form annually to be eligible for payroll deduction of dues.

### **32.3 Cancellation**

Teachers may cancel a withholding deduction by submitting a ten (10) day notice in writing to both the Association and the district unless the employee signs a twelve month agreement with the Association and then both the Association and Employee must notify the District of a withholding cancellation.

### **32.4 Hold Harmless**

The Association agrees to indemnify and hold harmless the Board, each Board member, and all administrators against any and all claims, losses, expenses, and costs arising out of, directly or indirectly, the application of the provisions in the agreement between the parties for dues deductions.

## **ARTICLE 33: PAYROLL DEDUCTIONS**

Upon appropriate written authorization, the Board of Education shall, for authorized programs only, deduct from any employee's salary and make appropriate remittance.

## **ARTICLE 34: ANNUITIES**

### **34.1 Eligibility**

All employees are eligible to participate in Tax Deferred Annuity/Mutual Fund programs with payroll deduction privileges as provided by IRS regulations.

### **34.2 New Programs**

All tax deferred retirement plans and designated Roth (after tax) program providers must complete appropriate hold harmless and indemnity agreements as determined by the Park Hill School District Business Office

## **ARTICLE 35: INSURANCE PROGRAMS**

### **35.1 Fringe Benefits**

- a. The Board agrees to provide the:

Individual core plan premium on behalf of each regular full time employee

Part-time regular employees may receive pro-rated insurance benefits if eligible by the carrier.

- b. When an employee and legally recognized spouse are both employed by the district and are eligible for the school district group plan, the district shall, at the employees' option, combine the district's insurance contribution toward the family plan.

### **35.2 Committee Recommendation**

The insurance committee will make a recommendation to the Board of Education on insurance programs. The committee shall be the Assistant Superintendent of Human Resources, the Assistant Superintendent for Business and Technology, the PHNEA president or his/her designee, one teacher per building appointed by the PHNEA president and a member of the support staff.

The committee shall meet as often as necessary to monitor and review the insurance programs, sick leave, professional leave, E.A.P., and Early Retirement. The committee shall make recommendations to the Board of Education.

### **35.3 Notification to Association**

The Association will be notified of any proposed changes in insurance programs at least one (1) week prior to action being taken by the Board of Education.

### **35.4 Liability Insurance**

The Board of Education shall provide an insurance policy with liability coverage to cover liability of certificated personnel for the acts pertaining to employment by the Park Hill School District. The Board of Education is not liable for those acts of its employees which are not covered by the insurance policy. Furthermore, any employee is liable for any punitive or exemplary damages imposed as a result of the employees' actions or inactions.

### **35.5 Changes in Insurance Coverage**

All persons enrolled in the District health and dental insurance plans shall be notified in writing prior to any changes in insurance program coverage.

## **ARTICLE 36: RETIREMENT PAY**

Any teacher with ten (10) years consecutive teaching experience in the Park Hill School District immediately prior to retirement from PSRS without an age reduction for early retirement, shall receive upon retirement from the Park Hill School District a terminal amount based upon the following formula: (Notation, the teacher must make application to PSRS for retirement and begin drawing from PSRS on the first available month following retirement).

Years of service to the Park Hill School District to be divided by ten (10) and multiplied by one-ninth (1/9) of the last completed contract.

Retirement notification after December 15 for the current academic year will result in a reduction of \$1,000.00 from the total under Article 36. In the event of a sudden severe illness of the teacher, teacher's legally recognized spouse, and/or child, the transfer of a legally recognized spouse, or being called into active military duty may be cause for the District not to impose the late notification reduction of \$1,000.00.

A teacher who otherwise qualifies for payment under Article 36 and dies while currently classified as an active employee will receive such payment.

## **ARTICLE 37: GRIEVANCE PROCEDURE**

### 37.1 Definitions

- a. Professional Association Representative: Shall mean a fellow employee selected by the grievant or the local Uniserv Director.
- b. Grievant: Shall mean a teacher or the Association filing a grievance.
- c. Grievance: Shall mean a notification to the grieved administrator by a teacher of a complaint concerning an alleged violation or misapplication of this agreement or the certificated section of the Park Hill Board of Education Policies, Rules and Regulations Manual.
- d. Days shall mean days District Office is open.

### 37.2 Procedure

- a. Level One
  1. The grievant should request an informal conference with the individual supervisor violating the agreement within ten (10) calendar days after the occurrence of the event giving rise to the grievance. If the informal efforts are not successful, the grievant should within ten calendar (10) days of the informal conference, submit the matter on the appropriate form to his/her supervisor and the Assistant Superintendent for Human Resources. The grievant, supervisor and the person being grieved shall confer on the grievance within five (5) calendar days after the written grievance has been filed with the view of making a conscientious effort to arrive at a mutually satisfactory solution to the problem. At the formal conference, the grievant will appear alone or may be accompanied and represented at his/her option, by a Professional Association Representative.
  2. If a representative of the Professional Association is to be present at the conference, notice shall be given to the administrator reviewing the grievance at least two (2) calendar days in advance so that the administrator may also request another administrator to sit in on the conference, if he/she so desires. Following the conference, the administrator with whom the grievance is filed shall communicate his decision in writing within ten (10) calendar days to the grievant.

b. Level Two

1. In the event the grievance is not satisfactorily resolved at Level One, the grievant may appeal to the superintendent. Such an appeal shall be in writing on the appropriate form and shall set forth specifically the grievance and the relief sought. The Superintendent of Schools or his/her designee shall meet and confer with the grievant or grievant and Professional Association Representative on the grievance within five (5) calendar days of the grievance, with a view to making a conscientious effort to arrive at a mutually satisfactory resolution to the complaint. If a Professional Association Representative is to accompany or accompany and represent the grievant, the superintendent will be notified at least two (2) calendar days in advance. In such instances, the superintendent or his/her designee may have another administrator present for the meeting if he/she desires to do so.
2. Following the conference and within ten (10) calendar days, the superintendent or his/her designee shall communicate his/her decision in writing together with supporting reasons to the grievant.

c. Level Three

1. If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may within five (5) calendar days following the receipt of the decision of the superintendent or his/her designee, file a written request with the Board's secretary for a hearing.
2. If the Board, in its judgment, finds the number of hearing requests to be excessive, it may revert to making judgment on whether or not individual cases will be heard. If the Board determines to hear a grievance, this hearing will be held by the Board at its next regularly scheduled meeting.
3. The Board of Education will endeavor to remain neutral and objective in the processing of grievances.
4. The hearing will take place in the presence of both parties at which time both sides may present their arguments and may be questioned by the Board. Both sides may be accompanied (or accompanied and represented) at his/her option by one other individual of their choosing. The Board will have until its next regularly scheduled meeting to render its decision. The decision then must be presented in writing to the grievant.
5. In the event there is no hearing (because of No. 2 above) both sides shall present their arguments in writing. There shall be no additional information included in the written arguments which were not brought out during the proceedings of Level I and Level II. The Board may call in both parties if it has questions it wants answered before rendering its decision. The Board will have thirty (30) calendar days after receiving the arguments to make its decision. Once the decision has been made, it must be given to the grievant and the Association in writing.

d. General Provisions

1. No reprisals shall be taken by any party to this procedure against any party in interest, any witness and representatives, or any other participant in the grievance

procedure by reason of such participation.

2. After Level I, no new evidence shall be admitted. Also, the remedy sought shall not be changed after the grievance is filed.
3. If the administrator does not render a decision in the time required in the agreement, the grievant may appeal to the next level within five (5) calendar days. If the grievant fails to do so, the grievance is considered dismissed.
4. Failure at any step of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed as acceptance of the decision as rendered.
5. All communications to the grievant or building administrator that are required to be in writing shall be served personally or by registered (certified) U.S. Mail. All communications to be delivered to the Board of Education shall be considered served when placed in the hands of the secretary of the Board or Board President.
6. The Board and the administration will cooperate with the Association in its investigation of any grievance to the extent that it is reasonable to do so.
7. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits may be extended by a written mutual agreement and signed by both parties.
8. It is agreed that any investigation or other handling or processing of any grievance by the grievant or his/her representative shall be conducted so as to result in no interference with or interruption of the instructional program. Unless agreed to by the administration, all grievances shall be processed outside the employee's work day.
9. Personnel File - All documents, communications and records dealing with the processing of a grievance will be filed in the employee's personnel file.
10. Association Grievance - The Association may initiate and submit grievances pertaining to an alleged violation or misapplication of this agreement or the certificated section of the Park Hill Board of Education Policies, Rules and Regulations Manual affecting a school faculty or the district faculty as a group.

e. Timeline Extension

In order to meet a grievance timeline, one ten (10) day extension per grievance shall be granted if the grievance process overlaps winter, spring or summer breaks.

### **ARTICLE 38: TRAVEL EXPENSES**

Teachers who may be required to use their own automobiles in the performance of their duties shall be reimbursed for such approved travel at the rate of the I.R.S. standards in effect on the preceding January 1<sup>st</sup> of each fiscal year.

## ARTICLE 39: PLACEMENT ON SALARY SCHEDULE

### 39.1 Salary Increments

Salaries of regular classroom teachers are based upon a salary schedule with increments based upon experience and education. For service outside the Park Hill School District, 30 years of teaching experience in a K-12 school will be allowed. Exception in critical needs areas as defined by the Missouri Teacher Shortage list and/or Park Hill School District are allowed as necessary to fill staffing vacancies.

### 39.2 Administrative Approval

Teachers taking graduate courses for advancement on the salary schedule must have these courses approved by the Human Resources office. The request for approval shall be submitted to the Human Resources office at least ten (10) working days prior to actual enrollment in the course. Exceptions may be made for unusual circumstances. The teacher will be notified within five (5) working days after the request has been received as to whether it has been approved or not. The following shall apply:

#### A. Graduate Credit (Lane Movement)

1. Courses must be taken for graduate credit.
2. Courses must not duplicate graduate credit already used for the salary schedule placement.
3. The course load must not exceed six (6) graduate hours in any given semester when teaching full time. In the event a teacher is following a district approved advanced degree program or seeking an additional endorsement or certification, a teacher may take nine (9) credits per semester over two separate semesters for that program. A teacher may be approved for a maximum of 15 graduate credits during the summer term. Exceptions may be made with the approval of the Assistant Superintendent for Human Resources.
4. The course must be offered by a properly accredited college or university. Continuing education in the content area field may be considered. The course must not represent entry into, nor continuation in, a field of study unrelated to education, i.e., law, business, divinity, etc.
5. Graduate credits shall not be retained after an employee receives an advanced degree.
6. An employee must have the grade of A, B, or C, if the course is state or district required, or a degree program. Non-degree programs must be an A or B grade unless in a pass/fail course, then it must be passed.

#### B. Park Hill Hours

**(1-4 are no longer in effect, but are remaining in the agreement for historical reference).**

1. Between September 1, 2012 and August 31, 2013 Park Hill employees may accumulate up to eight (8) Park Hill credits for movement on the salary schedule. During this time period, hours not counted for lane movement will be paid a stipend at the rate of \$20 per hour. (One (1) Credit = 15 Clock Hours).

2. All in-district professional growth credits shall be grandfathered for lane movement if received before August 31, 2013.
3. During the September 1, 2012 and August 31, 2013 time period, additional credits will not go on the salary schedule but employees will be paid a stipend at the rate of \$20 per hour.
4. A teacher at any placement on the salary schedule may receive a stipend at the rate of \$20 per hour with an annual cap of 8 credits (120 hours) of approved Park Hill hours.

C. Maximum Credit/Park Hill Hours Allowed

1. Any combination of external courses and Park Hill Hours shall not exceed an equivalent of 27 credits in any year. (A year is defined as fall, winter, and summer sessions.)

39.3 Filing Deadline

A staff member's category, on which salary is to be determined, will be based on the number of graduate hours or district professional growth credits or a combination thereof on file in the Human Resources office no later than **September 1** unless the college is at fault. In that case, the salary will be adjusted by the next pay period after being received. Teachers who receive an approved educational masters, specialists or doctorate will receive mid-year advancement on the salary schedule. An official transcript, with the degree posted, should be provided to Human Resources by February 1<sup>st</sup>. Increases in salary will be prorated and reflected in the March through August paychecks.

39.4 Extra Duty

Additional salary in excess of the scheduled salary may be paid to personnel who, due to the nature of their particular assignment, are required to give extra time, possess specialized training and acquire additional training. Personnel identified to receive such extra salary and the amount to be received will be recommended by the Superintendent of Schools subject to the approval of the Board of Education.

39.5 National Board Teaching Certification

Teachers who possess a valid National Board Teaching Certificate through the National Board for Professional Teaching Standards will receive an annual \$2,000 stipend. Teachers will be required to notify Human Resources prior to June 1 indicating their intent to become Board certified. The proper verification of certification must be provided to Human Resources no later than February 1. Teachers must take appropriate steps to renew the certificate to continue receipt of an annual stipend. The Assistant Superintendent for Human Resources will review the status of certificates on an annual basis.

Grandfathering: All existing Park Hill teachers who initiated the certification process prior to May 18, 2010, or who are currently receiving an annual \$4,000 stipend will continue to receive the stipend without amendment until recertification of the certificate. Upon recertification, each teacher will receive an annual stipend of \$2,000.

39.6 Placement for a Master's Degree in Educational Counseling

A master's degree in Counseling requires 44-48 graduate hours. To encourage individuals to



pursue an advanced degree in Counseling, individuals obtaining a master's degree in Counseling will be placed at Column VI on the salary schedule.

### 39.7 Allowance of Mobility Credit for Non-Traditional Years

New teachers will be provided one year of teaching experience for two years of related work experience, not to exceed the maximum number of years of mobility allowed on the teacher's salary schedule. Individuals must attain proper teaching certification.

## **ARTICLE 40: SALARY INCREMENTS**

Teachers who teach one half or more of a school year will receive credit for a full year's service on the salary schedule at the beginning of the next regular school session for which the teacher is employed. A half time teacher is one who is paid one-half the compensation of the step on the salary schedule on which they are placed. To advance on the salary schedule a teacher must accumulate one-half year or more of experience.

All teachers must be properly certified in their teaching field. Failure to have an up-to-date certificate could lead to termination.

## **ARTICLE 41: PAY DATES**

All salaries shall be paid on a twelve (12) month basis. Payment of salaries shall be made on the 25th of each month. If the 25th of the month falls on a non-working day (that is, a holiday, a Saturday or a Sunday) payment shall be made on the working day immediately preceding the non-working day.

Exceptions:

- a. Other exceptions may be approved by the Board of Education.
- b. Beginning teachers may request 13 checks the first year. The first check would be issued in August with the final check issued the following August. This request must be filed with the Assistant Superintendent for Human Resources prior to August 10<sup>th</sup> of the current school year.

## **ARTICLE 42: EXTENDED CONTRACTS**

The building principal will assume responsibility for supervision of extended contract days as per the agreement. Teachers working on extended contracts will receive pay for working beyond the normal teaching contract (summer months) at the following rate:

Amount paid for:                      Daily Contract Rate  
times # of days extended contract =  
compensation amount.

The following will be extended contract positions:

A+ Coordinators	7 days per person
High School Counselors	7 days per person
Middle School Counselors	5 days per person

High School Librarians	4 days/per school
Middle School Librarians	4 days/per school
Elementary Librarians	3 days/per school
Elementary Counselors	3 days/per person

**ARTICLE 43: COMPLIANCE AND DURATION CLAUSE**

If any portion of the provisions, policies, or rules in this Agreement is or becomes in violation of any of the provisions of any laws of the State of Missouri or United States, then that portion of the Agreement in violation or in conflict with such laws shall be null and void.

This Agreement shall commence July 1, 2019 and shall be in force and effect during the 2019-2020, 2020-2021, and 2021-2022 school years.

**ARTICLE 44: PROVISIONS REQUIRED BY MO. REV. STATUTE § 105.585**

- 44.1 The district reserves the right to hire, promote, assign, direct, transfer, schedule, discipline, and discharge members of the bargaining unit. The district reserves the right to make, amend, and rescind reasonable work rules and standard operating procedures.
- 44.2 Strikes and picketing of any kind are expressly prohibited. A strike shall include any refusal to perform services, walkout, sick-out, sit-in, or any other form of interference with the operations of any public body. Any member of the bargaining unit who engages in any strike or concerted refusal to work, or who pickets over any personnel matter, shall be subject to immediate termination of employment.
- 44.3 The Association shall extend the duty of fair representation to all members of the bargaining unit.
- 44.4 Labor organization representatives and public employees are expressly prohibited from accepting paid time, other than unused paid time off that was accrued by such public employees, by the district for the purposes of conducting labor organization-related activities concerning collective bargaining, including, but not limited to, negotiations, bargaining meetings, meet and confer sessions, and any other collective bargaining-related activity.
- 44.5 Members of the bargaining unit have the right to refrain from engaging in and supporting labor organization activity as well as the right to oppose labor organization activity.
- 44.6 In the event of a budget shortfall, the district shall have the right to require the modification of the economic terms of any labor agreement. If the district deems it necessary to modify, upon good cause, the economic terms of any labor agreement, the district shall so notify the Association and shall provide a period of thirty (30) days during which the district and the Association shall bargain over any necessary adjustments to the economic terms of the agreement. If at the end of the thirty (30) day period, the parties have been unable to agree upon modifications that meet the district's requirements, the district shall have the right, upon good cause, to make necessary adjustments on its own authority.
- 44.7 If any provision of Mo. Rev. Statute § 105.585 is ever modified or repealed, or is found invalid or unenforceable by a court order binding on the parties, then the corresponding provision in this Article shall immediately be null and void. Within thirty (30) days, negotiations shall begin regarding a replacement provision.

## **APPENDIX A: EXTRA DUTY PAY**

### **Article I Philosophy of Extra Duty Pay**

It is agreed by the Association and the Board that extra duty pay positions provide for a beneficial educational opportunity for the students of the Park Hill School District. It is also agreed that extra duty personnel are classroom teachers first and that they are to concentrate their primary effort on classroom teaching. This, of course, should usually include responsibility for a full teaching load. It is further agreed that extra duty personnel are to continue their efforts to ensure that the Park Hill School District extracurricular programs do not interfere with curricular activities.

### **Article II Definition of Extra Duty**

Required duties beyond those determined essential for a classroom teacher and classroom responsibilities.

### **Article III Personnel and Positions**

Extra duty personnel and positions will be treated the same as teachers and teaching positions are treated under:

Article 7	Complaints Against Teachers
Article 8	Due Process
Article 14	Transfer and Assignments

### **Article IV Responsibilities**

Responsibilities of Extra Duty Personnel - It is agreed by both parties that extra duty personnel will be responsible for the proper care and use of school facilities and their related equipment so as to minimize destruction and premature deterioration. It is further agreed that extra duty personnel shall make every reasonable attempt to monitor extracurricular activity participants in the protection of school facilities and equipment.

**Article V** The following percentages are calculated from the base of the teacher's salary schedule. Any person who has completed five (5) consecutive years of the same extra duty assignment will be paid, with their 6th year of the same extra duty assignment, an additional 5% of their appropriate base stipend. They will receive an additional 1% for each consecutive year of service thereafter, not to exceed 10%.

## PAY GROUPS

Categories for extra duty pay and existing extra duties are classified in one of the following categories:

	<b>Head Coach/Sponsor (1)</b>	<b>Assistant Coach/Sponsor (2)</b>
<b>Group A</b>	20.0% of Index	2/3 of 20.0% of Index
<b>Group B</b>	17.0% of Index	2/3 of 17.0% of Index
<b>Group C</b>	12.6% of Index	2/3 of 12.6% of Index
<b>Group D</b>	10.0% of Index	2/3 of 10.0% of Index
<b>Group E</b>	7.8% of Index	2/3 of 7.8% of Index
<b>Group F</b>	4.5% of Index	2/3 of 4.5% of Index
<b>Group G</b>	2.7% of Index	
<b>Group H</b>	2.0% of Index	
<b>Group I</b>	1.0% of Index	

## PAY ASSIGNMENTS

Pay Group	Position
A1	Head Football
A1	Head Boys Basketball
A1	Head Girls Basketball
A1	Training Room
A1	Trainer
A1	Head Band
A1	HS Drama
A1	Athletic Coordinator
A1	Head Debate
B1	Head Boys Track
B1	Head Girls Track
B1	Head Wrestling
B1	Head Volleyball
B1	Head Softball
B1	Head Baseball
B1	Head Boys Soccer
B1	Head Girls Soccer
B1	Head Cheerleading
B1	Head Boys Cross Country
B1	Head Girls Cross Country
B1	Orchestra
B1	HS Student Council
B1	HS Vocal Music
B1	Head Boys Swimming
B1	Head Girls Swimming
C1	Power Lifting
C1	Technical Service Advisor
C1	Flag Corp
C1	Head Boys Tennis
C1	Head Girls Tennis
C1	Traveling Academic Squad
C1	Robotics
D1	MS Student Council
D1	MS Vocal Music
D1	Head Boys Golf
D1	Head Girls Golf
D1	Weight Room Supervisor
D1	DECA Sponsor
E1	MS Head Boys Basketball
E1	MS Head Girls Basketball
E1	MS Head Girls Volleyball
E1	MS Head Track
E1	MS Drama
E1	ELEM Vocal Music
E1	HS Yearbook
E1	HS Newspaper
E1	Assistant Band/Vocal
E1	Fall Musical
E1	Broadcast Journalism
F1	MS Intramural Director
F1	MS Yearbook
F1	MS Newspaper
F1	Senior Class Sponsor
F1	Junior Class Sponsor
F1	Prom Sponsor
F1	Project Lead the Way

Pay Group	Position
F1	MS Boys Cross Country
F1	MS Girls Cross Country
F1	MS WEB Coordinator
G1	Leadership Council
G1	Lead Teacher Alternative School
G1	Lead Teacher Art
G1	Lead Teacher Business
G1	Lead Counselor
G1	Lead Teacher Foreign Language
G1	Lead Teacher FACS
G1	Lead Teacher Industrial Tech
G1	Lead Teacher Language Arts
G1	Lead Teacher Math
G1	Lead Teacher Music
G1	Lead Teacher PE
G1	Lead Teacher Science
G1	Lead Teacher Social Studies
G1	Lead Teacher Special Ed
H1	Speech Coordinator
H1	Sophomore Class Sponsor
H1	Freshman Class Sponsor
H1	Courtwarming Sponsor
H1	Winter Guard
I1	Arts Festival
I1	Vocal Music Concert-Elem
I1	Approved Clubs
A2	Assistant Football
A2	Assistant Boys Basketball
A2	Assistant Girls Basketball
A2	Assistant Band
A2	Assistant Debate
B2	Assistant Boys Track
B2	Assistant Girls Track
B2	Assistant Wrestling
B2	Assistant Volleyball
B2	Assistant Softball
B2	Assistant Baseball
B2	Assistant Boys Soccer
B2	Assistant Girls Soccer
B2	Assistant Cheerleading
B2	Assistant Boys Cross Country
B2	Assistant Girls Cross Country
B2	HS Assistant Student Council
B2	Assistant Boys Swimming
B2	Assistant Boys Dive
B2	Assistant Girls Swimming
B2	Girls Diving
C2	Assistant Boys Tennis
C2	Assistant Girls Tennis
D2	Assistant Boys Golf
D2	Assistant Boys Golf
D2	Assistant Girls Golf
E2	MS Assistant Boys Basketball
E2	MS Assistant Girls Basketball
E2	MS Assistant Volleyball
E2	MS Assistant Track

APPROVED CLUBS

Any approved club at any level must submit a request to the building administration and forward it to District Office. Application, guidelines, and regulations for approved clubs will be at District Office. Club allocation is 20 per High School, 20 per Middle School, 26 per Elementary School and 6 for the Russell Jones Education Center.

Article VI

Other Extra Duties

Curriculum Writing

Contractual Basis

Mentor (each)

PDC Plan

Summer School

Per Annual Review

Article VII

Extra Duty Application for Middle Schools and Elementary Schools

Applications can be made by a teacher, groups of teachers, and/or building committees who are interested in providing extra duty for special projects. The application must be submitted on the district-provided form and submitted to the building principal by October 1 of the current school year. Principals will evaluate the application/special projects and submit a rank-order list to the appropriate District Office administrator for final approval. The budget for funds for each building will be based on the figures below:

\$2.50 per student per elementary school

\$2.00 per student per middle school

**APPENDIX B: GRIEVANCE FORMS**

**INFORMAL GRIEVANCE**

Grievant:

Person(s) Grieved:

Section(s) of Agreement Allegedly Violated:

Date of Informal Conference:

Persons Present:

Statement of the Problem:

Resolution Sought:

Grievant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Disposition by Administrator(s):

\_\_\_\_\_ Position \_\_\_\_\_

Date \_\_\_\_\_

Received by Grievant \_\_\_\_\_

Date \_\_\_\_\_

PARK HILL SCHOOL DISTRICT

**LEVEL I GRIEVANCE**

Grievant:

Person(s) Grieved:

Section(s) of Agreement Allegedly Violated:

Date of Informal Conference:

Persons Present:

Outcome of Informal Conference:

Statement of the Problem:

Resolution Sought:

Grievant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Disposition by Administrator(s):

\_\_\_\_\_ Position \_\_\_\_\_

Date \_\_\_\_\_

Received by Grievant \_\_\_\_\_

Date \_\_\_\_\_



PARK HILL SCHOOL DISTRICT

**LEVEL II GRIEVANCE**

Grievant:

Person(s) Grieved:

Section(s) of Agreement Allegedly Violated:

Date of Level I Grievance Conference:

Persons Present:

Outcome of Level I Grievance:

Statement of the Problem:

Resolution Sought:

Grievant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Disposition by Administrator(s):

\_\_\_\_\_ Position \_\_\_\_\_

Date \_\_\_\_\_

Received by Grievant \_\_\_\_\_

Date \_\_\_\_\_

PARK HILL SCHOOL DISTRICT

**LEVEL III GRIEVANCE**

Grievant:

Person(s) Grieved:

Section(s) of Agreement Allegedly Violated:

Date of Level II Grievance Conference:

Persons Present:

Outcome of Level II Conference:

Statement of the Problem:

Resolution Sought:

Grievant's Signature \_\_\_\_\_

Date \_\_\_\_\_

Disposition by Board of Education:

\_\_\_\_\_ Position \_\_\_\_\_

Date \_\_\_\_\_

Received by Grievant \_\_\_\_\_

Date \_\_\_\_\_