

**FRANCIS HOWELL EDUCATION
ASSOCIATION**

**Negotiated Policies
2003**

Regulation 4120GE: The intent is to make district mandated chest x-rays, less of a hardship for employees.

Page 3 - #7 - b.

PERSONNEL SERVICES

**Regulation 4120 GE
(Form 4120)**

Employment

Employment Procedures

General Requirements

1. All staff members shall be appointed by the Board only upon the recommendation of the Superintendent. Should a person nominated by the Superintendent be rejected by the Board, it shall be the Superintendent's duty to make another nomination.
2. The Superintendent shall assure that all persons nominated for employment meet certification requirements and the qualifications established for the particular position.
3. Interviewing and selection procedures shall assure that the Principal or other administrator to be directly responsible for the work of the staff member has to the extent possible, an opportunity to aid in his/her selection; however the final selection shall be made or approved by the Superintendent.
4. All candidates shall be considered on the basis of their merits and qualifications and the needs of the school system. In each instance the Superintendent and others playing a role in the selection shall seek to hire the best qualified person for the job. No person shall on the basis of sex, race, religion, national origin, marital status, age or disability that will not impair performance be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment for recruitment, consideration, or selection, therefore, whether full time or part time, certificated or non certificated, under any educational program or activity operated by the District.
5. The Federal Immigration Reform and Control Act requires all employers to hire only American citizens and aliens who are authorized to work in the United States in order to preserve jobs for those who are legally entitled to them. The District will implement the following procedures to assure compliance with the law:
 - a. Any employee hired after November 6, 1986, will complete an Eligibility Verification Form (Form I-9), and will produce documents that will establish his/her identity and eligibility to work. (Form I-9 contains a list of documents that will fulfill this requirement.)

3/30/00

- b. The District will retain an individual's Form I-9 for three years after the date of hire or one year after the individual is terminated, whichever is later.

Regulation 4120 GE
Page 2

- c. The form may be reviewed by the Immigration and Naturalization Service and potentially by other federal agencies. In order to minimize potential intrusion, Eligibility Verification Forms will be maintained separately from the employee's personnel files as stipulated in Policy 4860.
- d. For any further information concerning the procedures surrounding the Form I-9 or the District's obligations under the Act, consult the District office responsible for personnel matters.
6. The District shall also require other documents to be completed such as federal and state withholding, insurance and retirement forms.

7. **Physical Examination and Tuberculosis Tests**

- a. Physical examinations shall be completed for new employees according to the following timeframes:

Administrators: All full or part-time employees shall satisfactorily complete a post-offer pre-employment physical including a TB test and a drug/alcohol test given by a District provided physician at no cost to the employee.

Certified: Physical examinations including a TB test shall be completed for new employees (except substitutes) by a chiropractor, an osteopath or a medical physician within six (6) weeks of their employment date. Returning employees who had resigned shall be required to have another physical examinations and tuberculosis test. Substitutes contracted for more than sixty (60) consecutive days shall be required to have a physical examination.

Federation: Regular full-time and part-time employees shall satisfactorily complete a post-offer, pre-employment physical including TB test given by a District-provided physician at no cost to the employee.

Local I: All substitutes, regular full-time and regular part-time employees shall complete a post-offer, pre-employment physical including a TB test and drug/alcohol test given by a District-provided physician at no cost to the employee.

Other Support Staff: Physical examinations including a TB test shall be completed for new employees (except substitutes) by a chiropractor, an osteopath or a medical physician within six (6) weeks of their employment date. Returning employees who had resigned shall be required to have another physical examination and tuberculosis tests. Substitutes employed for more than sixty (60) consecutive days shall be required to have a physical examination.

Substitutes: (other than Local I): Documentation of a negative TB test, chest x-ray, or waiver form completed by a physician must be provided by the employee prior to the employee's start date. The employee is responsible for any expense related to this documentation.

- b. All employees will be required to have tuberculosis test, x-ray or waiver form from their physician as recommended by county health authorities. The tuberculosis test will be provided at no cost to the employee if administered by school district personnel. **If the district requires a tuberculosis test and the employee tests positive requiring a chest x-ray, the district will reimburse the portion not covered by health insurance.**

8. Student and Temporary workers, excluding the children of Board members and administrators, may be employed; however, they shall not be used to eliminate regular staff positions.

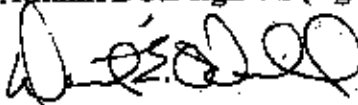
Certificated Staff

To teach in the public schools of Missouri the teacher must possess an appropriate and valid teaching certificate. The laws state specifically that the teacher must not assume that a portion of the school year can be taught before obtaining a certificate, because the certificate must be in force for the full time for which the contract is effective, beginning the first day of school. If the teacher does not already have a teacher's certificate or has not made arrangement to secure it, he/she should contact the Human Resource office at once to make such arrangements. This certificate, along with official copies of transcripts showing all college hours and degrees must be kept on file with this office. If the certificate or letter of intent from the State Department is not on file, no salary payments will be made.

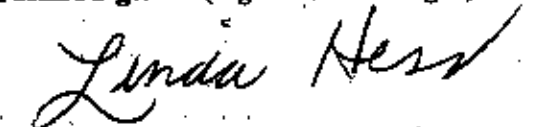

Summer School Employment

Recommendations for summer school staffing, terms of employment, hiring, course offerings and scheduling will be made on a yearly basis. The recommendations for the summer school program will be forwarded to the appropriate Negotiations Team for enhanced communication. The administration's recommended plan will then be forwarded to the Board for approval. The Association and the administration would only address increases in the total expenditure for the annual summer school plan during negotiations. Summer school vacancies shall be posted and filled following the voluntary guidelines in Policy and Regulations 4210 CR, with consideration for summer school experience.

Admin./BOE sign off (Agreed to changes)

 4/30/13

FHEA sign off (Agreed to changes)

Regulation 4130CR: The intent is to clarify the policy to reflect actual practice.

Agreed on the following:

- Records Day- A .5 records day at elementary to be equitable with secondary. May 28th for 2003/2004
- Scrub schedules will be posted ahead of time so that teachers are aware of them for access to their rooms
- Scrub schedules will be finished 3 days prior to school beginning.
- Working on non-contract days. The intent is to increase awareness of the hardship of faculty attendance on non-school and the understanding that professional responsibilities could require additional training. Staff missing these days will be expected to demonstrate competency using strategies being implemented by the district and school. If CSIP requirement, the teacher must demonstrate skills addressed in the workshop.

(Page 1) *Traveling Teachers* – all paragraphs

(Page 2) *Part-Time Teachers* – all paragraphs

(Page 3) *Contracted Days* - #1, #2, and #3

(Page 4) - #6 (new verbiage) Contracted Days:

PERSONNEL SERVICES

Regulation 4130 CR
(Form 4130)

Employment

Certificated Contracts

Probationary Teachers

Teachers without previous teaching experience will receive a probationary contract for each of their first five years of full-time employment or for the corresponding period of part-time service.

Probationary teachers will be notified in writing of the Board's intent to re-employ them for the next school year. This written notice will be provided on or by April 15. Teachers who are not provided a timely notice will be automatically re-employed for the next school year.

Probationary teachers will be provided with a written contract on or by May 15 and will be required to provide the Board with a written acceptance or rejection within fifteen (15) days of receipt of the contract. Failure to provide a timely acceptance of the contract will be deemed a rejection of the Board's employment contract.

Permanent Teachers

Permanent teachers will be provided with an indefinite contract as provided by state statute. Indefinite contracts may be modified by the Board on or before May 15 with respect to the school year and with respect to annual compensation. Permanent teachers will receive copies of contract modifications within thirty (30) days of Board adoption.

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Traveling Teachers

If changes are made in a traveling teacher's job assignment, the teacher's evaluating supervisor must inform the appropriate person in the ~~Human Resources~~ **personnel** office.

At the time the teacher's contract is presented by the evaluating supervisor, a detailed worksheet will be presented and discussed with the teacher with the teacher's contract. The worksheet will present the teacher's schedule (including instructional times, planning time, lunchtime and travel time) and compensation as well as benefit status. ~~(If changes occur in the worksheet, the purpose of the change will be communicated to the FHEA President by the Executive Director of Human Resources.~~

The supervisors will communicate to determine exact duties regarding the teacher. The traveling teacher will only be assigned duties/responsibilities in proportion to his/her building administrator. Copies of the worksheet are sent to each administrator and the appropriate person in ~~Human Resources~~ **the personnel** office.

Regulation 4130 CR
Page 2

Part-Time Teachers

If changes are made in the part-time teacher's job assignment, the teacher's evaluating supervisor must inform the appropriate person in the ~~Human Resources~~ **personnel** office.

At the time the teacher's contract is presented by the evaluating supervisor, a detailed worksheet will be presented and discussed with the teacher with the teacher's contract. The worksheet will present the teacher's schedule (including instructional times, planning time, and lunchtime) and compensation as well as benefit status. (If changes occur in the worksheet, the purpose of the change will be communicated to the FHEA President by the ~~Executive Director of Human Resources~~ **Director of Certificated Personnel**.)

The supervisor will communicate the exact duties regarding the teacher. The part-time teacher will only be assigned duties/responsibilities in proportion to his/her instructional day. A worksheet will be completed by the evaluating supervisor with the teacher to insure communication. Copies of the worksheet will be retained by the evaluating supervisor and will be sent to the appropriate person in the ~~Human Resources~~ **personnel** office.

Trading Contracted Days

A teacher may utilize up to a cumulative total of three (3) days with exceptions granted by the Principal in consultation and subject to the following:

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1. Exchange days must have the prior approval of the site principal at least three (3) days before the proposed absence. Such approval shall not be unreasonably withheld.
2. A teacher shall have the sole responsibility for arranging for the payback of exchange day(s) with another teacher within the fiscal year (July 1 - June 30) of when the initial exchange occurred.
3. The District shall have no responsibility for any inequities that may arise between affected teachers based upon the exchange of days pursuant to this provision. The issue of any perceived inequities that may arise between teachers pursuant to (2) above shall not be subject to grievance procedures.
4. Exchange days will not be granted the day before or the day after a holiday or on a workday, with the following exceptions:
 - a. When the Board approved calendar has been changed with less than eight (8) weeks' notice, such as having revised the days which fall before or after a vacation, then a teacher may, upon application, receive pay for trade days on the day before or the day after vacation, or
 - b. With the prior approval of the Superintendent.
5. The exchange days provided in this section may be extended upon request (e.g., professional educational leave) and shall be at the discretion of the Superintendent in consultation with the Principal.

Regulation 4130 CR
Page 3

Contracted Days

1. All teachers shall be employed for a school term of one hundred seventy-four (174) days of actual pupil attendance (high school teachers - one hundred seventy-five (175) days) plus scheduled professional teacher's meetings and other special days as agreed between the Board and the Association. The total number of regular teaching contract days may not exceed one hundred eighty-five (185) days for returning teachers on steps 4 and above on the teacher salary schedule, and one hundred eighty-six (186) days for teachers new to the District, except that extended teaching contracts may be provided as noted in paragraph below. Teachers on steps 1, 2, and 3 of the salary schedule will be contracted for 193, 191, and 189 days, respectively. The District will provide professional development activities for teachers on these additional contracted days.
2. Certain personnel may be employed additional days as specified in their contracts.

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Teachers who, because of their job assignment, are employed for a term in excess of one hundred eighty-five (185) days shall receive extended teaching contracts specifying the additional number of days and compensation. Such additional compensation shall be based on the teacher's regular annual salary prorated on a per diem basis. ~~Substitutes will be hired for year round and kindergarten teachers so that they may conduct parent conferences.~~

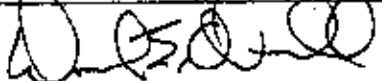
3. Any teacher with more sections than the normal full time teaching load schedule shall receive additional compensation based on the his/her annual salary per diem rate for each teaching period of each day in excess of the regular schedule ~~such norms. Paid planning time is based proportionally on teaching load.~~
4. Saturdays will only be used as contracted days when dire or untoward circumstances require their use. Any change of calendar requires Board approval.
5. Each In School Alternative Placement (ISAP) and study hall period shall be compensated at a rate based on the per diem minimum state teacher's salary divided by the number of instructional periods in the school day.

This provision does not pertain to a full-time teacher with a regular contract.

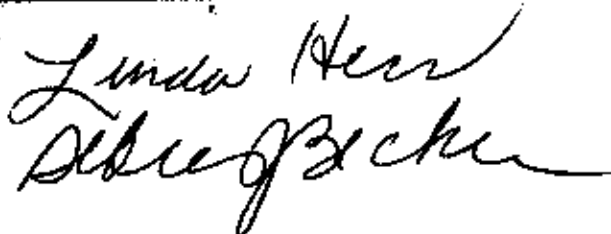
Regulation 4130 CR
Page 4

6. Twelve-month pre-school teachers are contracted for 244 days, including three (3) paid holidays. Twelve-month pre-school teachers may select ten (10) non-contract days to be absent without pay. Requests for non-contract days should be made to the Site Administrator at least two days in advance and will be approved if a qualified substitute is available.

Admin/BOE sign-off (Agree with Changes)

 4/30/03

FHEA Sign Off (Agree with Changes)



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Regulation 4210CR: The intent:

- 1) Clarifies all teachers are to be treated with professional respect during the transfer process.
- 2) To facilitate staffing and increase the efficiency and clarify the sequence of the internal staffing process.
- 3) (3 choices for teachers) The intent of the language is that the principal will place a teacher in 1 of his/her first 3 choices or explain why they he/she did not.

- (Page 1) under Personnel Assignments and Transfer (added new language)
- (Page 1) under Secondary
- (Page 1) under Elementary- paragraph 1
- (Page 1) **Staffing Criteria (new language)**, paragraph 1 and #1
- (Page 1) Transfer Request - *Vacancy Notices Posted - Interbuilding*
- (Page 1) *Transfer Definitions - Interbuilding- paragraph 1 & 2*
- (Page 1) *Voluntary Transfers - Interbuilding paragraph 1,*
- (Page 2) *paragraph 1, 2, and 4*
- (Page 2) *Involuntary Transfers-Interbuilding-Procedures-paragraph 1*
- (Page 3) *Guidelines paragraph 5*
- (Page 3) *Selection Criteria- #1*

PERSONNEL SERVICES

Regulation 4210 CR

Personnel Assignments and Transfer

Transfer-Criteria—Intrabuilding Building Staffing (new language)

Timelines for Board of Education staffing approval, internal staffing decisions, vacancy postings, etc. are established annually. These timelines will be made available to all district personnel via a posting on the District's website. (new language)

Secondary

Staffing plans will be presented to the teachers for the following school year and changes will be explained. Department chairpersons will then meet with their staff to determine the assignments and give the department's recommendation to the Principal. The Principal will make the final decision based on the ~~transfer-selection~~ **staffing assignment** criteria and explain to any teacher whose assignment may be different than submitted by the chairperson.

Elementary

Staffing plans will be presented to the teachers for the following school year and changes will be explained. Teachers will be asked to submit their first three choices to the Principal who will then make the assignments based on the ~~voluntary selection~~ **staffing assignment** criteria. The Principal will explain the reasons ~~for the transfer~~ to all any teachers whose assignment may be different than the three (3) submitted choices.

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June 01

Staffing Criteria (new language)

The Principals will consider the following criteria in **priority order** when determining who shall be selected for a transfer assignments within the building:

1. Overall ~~satisfactory~~ evaluation
2. Compatibility with the position
Compatibility – is defined as appropriate certification and/or training, the teachers' philosophy of education, involvement with discipline, classroom organization and planning, teaching techniques, peer relationships and parent communication relating to the teacher's behavior within the school.
3. Francis Howell School District experience.
4. Teacher interest
5. Extra duty assignments-voluntary transfers only.

Transfer Request

Vacancy Notices Posted – Interbuilding

All vacancies shall be posted in each school on the District's web site as they occur or as they are anticipated. ~~The President of the Association and the UNISERV Office will receive a copy of all notices as they are sent. Such postings shall be made ten (10) days prior to anyone being employed Before April 15th positions will be posted for a minimum of (ten) 10 days. After April 15th, positions will be posted a minimum of five (5) days unless in an emergency situation in the instructional program necessitates an immediate assignment. In the event of an immediate assignment, the position will be filled on a temporary basis if a new employee is hired for the position. However, if the position involves the transfer of a District employee, the position may be filled permanently. During the vacation period, each teacher who has a request on file will be sent a vacancy notice (provided the teacher supplies the personnel office with self-addressed envelopes). In addition, vacancies will also be posted in each school.~~

Vacancy – A vacancy is defined as a position presently unfilled; a position currently filled but which will be open in the future; or a new position that is currently not in existence.

Transfer Definitions – Interbuilding

Voluntary transfer – occurs when a teacher requests a change in assigned building, grade level, cycle or teaching assignment.

Involuntary transfer – occurs when a teacher is required to change building, grade level, cycle or teaching assignment against his/her will.

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June 01

Voluntary Transfers -- Interbuilding

A teacher may request to transfer to a vacancy for which he/she is certificated by contacting the personnel office in writing within ten (10) school work days of the posting up to April 15. After April 15, a teacher may request a transfer for the first five (5) work days of the posting.

Teachers requesting a transfer will not be penalized because of a request to transfer, or as a result of a transfer.

Regulation 4210 CR
Page 2

In the case of ~~interbuilding~~ transfers to a different building, the receiving Principal shall give his/her approval. Transfer during the school year shall not be made unless the Superintendent/designee has approved the transfer due to the timing of the transfer. If the timing of the transfer is denied, the effective date for the transfer will be the beginning of the next school year and the vacancy will be filled on a temporary basis. ~~Interbuilding~~ Transfers to another building will be determined by the Principal based on the selection criteria guidelines. Transfer requests after June 1 shall not be made unless the Superintendent/designee has approved the transfer request.

Where more than one teacher applies for a transfer to a single position all district teachers applying for the position will be interviewed. District teachers will be given preference over outside applicants if similarly qualified.

Candidates not selected will be given a statement describing the qualifications which served as the determining factors in the selection. Such notice will be sent only to the candidate. The teacher may request a meeting with the Principal to discuss his/her qualifications and interview summary.

In the event two (2) or more teachers are equally qualified, according to the ~~interbuilding~~ selection criteria, the teacher with the greatest seniority will be transferred.

If it is necessary to reduce staff in a building, the voluntary transfers from that building who are employed on a half-time or more basis in the District will be given priority. Voluntary transfers will not be implemented where the voluntary transfer would cause an involuntary transfer.

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Involuntary Transfers --Interbuilding

Causes

Involuntary transfers may occur as a result of an opening of a building, redistribution of students, realignment of staff, or other reasons where such transfers will improve the instructional program, and where no teachers have volunteered to transfer.

Procedures

The procedures for involuntary transfers only apply after all buildings have been staffed.

Teachers eligible to fill existing or anticipated vacancies will be asked to volunteer. A second request for volunteers will be made if necessary.

If there are no volunteers, teachers with the least seniority will be transferred first.

The final decision will be made by the Superintendent/designee.

**Regulation 4210 CR
Page 3**

Guidelines

No involuntary transfer will be made until the teacher has been provided with the reasons for the transfer. Any teacher affected by an involuntary transfer will be released by the Board from his/her contract if he/she so requests.

Written notification of involuntary transfers shall be made as soon as possible. No involuntary transfers shall be made after June 1 unless there is an unexpected change in enrollment.

Any teacher who is involuntarily transferred will be given priority consideration for any future vacancies for three (3) years at the building from which he/she was transferred. He/she will be the last one considered for any future involuntary transfers for three (3) years to other buildings.

An exception to the three (3) year provision may be necessary when an entire grade level is moved from one building to another. If an exception is required, Administration representatives will meet with the Association representatives to discuss and mutually agree upon the provisions of the exception.

~~When teachers' assignments have changed because their school has changed from single cycle to four cycles, they will be given preference over all voluntary transfers into the~~

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June 01

~~building and will be given preference within their grade level over building teachers in other grade levels.~~

Selection Criteria – Interbuilding

The Principals will consider the following criteria in order when determining who shall be selected for a transfer:

1. Overall ~~satisfactory~~ evaluation
2. Compatibility with the position
Compatibility – is defined as appropriate certification and/or training, the teachers' philosophy of education, involvement with discipline, classroom organization and planning, teaching techniques, peer relationships and parent communication relating to the teacher's behavior within the school.
3. Francis Howell School District experience.
4. Teacher interest
5. Extra duty assignments-voluntary transfers only

Regulation 4210 CR
Page 4

Admin/BOE sign off (Agree with Changes)

Daniel S. [Signature] 4/30/03

FHEA sign off (Agree with Changes)

Linda Hess 4/30/03
Abba Becker

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June 01

Regulation 4220CR: The Intent:

Discussed the demands of Before & After school meetings:

1) Meetings will be scheduled as needed to meet professional and legal requirements and will respect the staff's professional time.

2) Change policy to reflect practice of plan time and recess

(Page 2- under *Recess Schedule* paragraph 2)

(Page 2 – under *Travel Time*

(Duty Free lunch and plan time)

3) The intent is continuance to problem solve to ensure that all professional staff have duty free lunch.

(Plan Time)

4) Intent is to ensure that all professional staff receive plan time as required in policy.

PERSONNEL SERVICES

Regulation 4220 CR

Personnel Assignments and Transfer

Instructional Day

Hours of Employment

Hours of employment shall be thirty (30) minutes before the first class begins and extend until after the buses have departed in the afternoon. If a teacher finds it necessary to leave school premises during the school day, prior authorization must be obtained from a Principal.

Except in unusual circumstances a teacher shall not be required to be at school prior to the thirty (30) minutes before the first class. This restriction does not affect faculty, department or grade level meetings.

Duty-Free Lunch

During the instructional day, teachers shall be provided a duty-free lunch period of approximately twenty-five (25) minutes at the elementary level and twenty-five (25) minutes at the secondary level.

Planning Time

During the instructional day, teachers shall be provided with preparation time for the purpose of lesson planning, grading and communicating with parents/guardians and students. In the secondary schools the length of preparation time shall be equivalent to one class period or a minimum of sixty (60) minutes a day, including passing period. In the elementary schools the length of preparation time shall be fifty-five (55) to sixty-five (65) minutes per day, with an

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expectation to provide a total of 300 minutes planning time per week for all teachers, grades K-5. Elementary teachers will be compensated if their total planning time is less than 275 minutes per week. Teachers whose planning time exceeds 325 minutes per week will have additional academic duties.

It is understood there may be occasions on which the schedule is shortened or rearranged which will cause for a variance in the minimum planning time.

Teachers will be compensated for plan time that cannot be scheduled. Elementary teachers will be compensated for unscheduled plan time minutes below the minimum 275 minutes per week. Calculation of plan time compensation is based on a maximum of 174 student contact days. Secondary teachers will be compensated for plan time when an additional section of instruction is added to their teaching load. A plan period will be calculated as sixty (60) minutes and paid for actual student contact days; i.e. 174 days in middle school and 175 days in high school.

Regulation 4220 CR

Page 2

The formula for calculating high school plan time, for example, is "Salary divided by 185 days divided by 7 hours times 175 days."

Recess Schedule

~~At the elementary level an attempt shall be made by the Principal to provide one of the two (2) fifteen (15) minute recesses directly after the duty free lunch periods.~~

Travel Time

Employees who are assigned to more than one (1) building during a single day shall be allowed twenty-five (25) minutes exclusive of lunch and preparation time to travel from one building to another. They shall be reimbursed at the present IRS mileage allowance rate. The allotted travel time will be scheduled as part of the teacher's regular school day. If travel time precludes scheduling of required planning time, the teacher will be compensated for unscheduled plan time.

Saturdays

Saturdays will only be used as contracted days when dire or untoward circumstances require their use. Any change of calendar requires Board approval.

Payment at Minimum State Teacher's Salary

Each In School Alternative Placement (ISAP) and study hall period shall be compensated at a rate based on the per diem minimum state teacher's salary divided by the number of instructional periods in the school day.

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March 02

The provision does not pertain to a full-time teacher with a regular contract.

Admin/BOE sign off (Agree with Changes)

FHEA Sign Off (Agree with Changes)

D. S. O. O. O. 4/30/02

Linda Hess 4/30/02
Dee Beck

Francis Howell

kc

March 02

Policy 4310GE:

Change policy and explore external options for rewarding perfect attendance.

Will explore other incentives provided by outside sources.

PERSONNEL SERVICES

Absences, Leave and Vacation

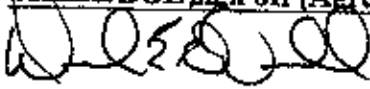
General Attendance

Policy 4310 GE
(Regulation 4310)
(CR, FD, LO, SU)

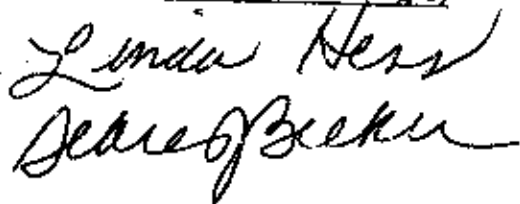
Regular attendance is essential in providing District students with a high quality of instruction and service. Employees will be allowed to be absent from work as described in Regulation 4320. Excessive absence guidelines are described in Regulations 4310.

~~To encourage good attendance, the Board shall provide an attendance incentive for the employees as described in Regulations 4310 CR, FD, LO, SU and ES.~~

Admin/BOE sign off (Agree with Changes)

 4/30/03

FHEA sign off (Agree with Changes)


Linda Hess
Secretary

Policy 4430GE: The intent is to communicate the duties of committees using electronic media.

PERSONNEL SERVICES

Policy 4430 GE

Professional Activities, Training and Professional Growth

District Committees

Guidelines for District-wide Committees

A written description of each district-wide standing committee established in the School District will be posted in each building explaining the goals and objectives of the committee and the method used to select members to the committee on the District's web site including the committee's purpose, membership, configuration and opportunities to serve.

Each committee will write a summary report of its findings and/or recommendations and present this to the appropriate administrator. The chairperson of said committee will present this report to the Board of Education at the appropriate scheduled Board meeting.

Admin/BOE sign off (Agree with Changes)

W. E. O'Connell 4/30/02

FHEA Sign Off (Agree with Changes)

*Linda Hess
Dore Becker*

Francis Howell

Jul 00

Regulation 4505CR: The Intent is to

1) Extend the deadline to October 15th for transcripts to be submitted for salary schedule credit. (Page 2 – *Deadline for Adding College Credit* - paragraph 1)

2) Move Secondary's first pay date to August 10th to coincide with earlier start date.
(Page 3 - #2)

3) Elementary transferred to secondary pay schedule.

The intent is to minimize the impact of changing from one pay schedule to another.
(Page 3 - #3)

PERSONNEL SERVICES

Regulation 4505 CR

Compensation

Salary Determination and Payments

SALARY SCHEDULE

Placement on Schedule

To be eligible for placement on the salary schedule, a teacher shall:

1. Have at least a bachelor degree from an accredited college or university, and
2. Be certified by the Missouri Department of Elementary and Secondary Education (DESE) or required accrediting body to teach or work in Missouri public schools in the area assigned.

Credit Beyond the Bachelor and Master Degrees

Graduate Credit

Graduate semester hours earned will be credited to the salary schedule if earned after receipt of a valid Missouri teaching certificate. Graduate credits intended to apply to a Bachelors plus or a Master plus column on the salary schedule must have been earned after receiving a Bachelors or a Master degree. These hours must be appropriate to an area of certification as approved by the DESE or appropriate to the teacher's assignment. The hours must be from a NCATE or state approved school unless previous approval has been received from the Superintendent/designee.

Undergraduate Credit

Undergraduate courses intended to count for credit beyond the bachelor or master degree must be taken as part of an academic plan to achieve additional teaching certification or be directly appropriate to the teaching assignment. The Superintendent/designee must approve the academic plan.

Salary Reductions Prohibited if Job Same

No teacher continuously employed will receive less money on a future salary schedule than he/she is receiving for the same or comparable duties.

Teaching Experience Calculations

In determining the experience to be granted on the salary schedule, a maximum of one hundred eighty (180) days or nine (9) month's teaching experience shall be granted for any one school year. All previous experience shall be added, and if the sum of this experience is a mixed number (a whole number and a fraction), the fraction of a year's experience shall be counted as a full year if the fraction is one half or more.

Regulation 4505 CR

Page 2

Part-time teachers who are employed for 90.5 to 241.5 days in session per year, no matter how many hours per day, will advance one step on the salary schedule.

Experience for noncontracted substitute teaching, student teaching or day care experience shall not be granted. Other teaching experience shall be granted only with the approval of the Superintendent/designee.

Teachers shall be allowed to bring in up to nine (9) years of previous teaching experience on the salary schedule. Former District teachers who are re-employed shall be allowed to bring in all previous District experience and up to nine (9) years of other previous teaching experience on the salary schedule, as long as the date of application is within two (2) years of leaving the District, and providing they accept the first position for which they are qualified.

Deadline for Adding College Credit

Approved graduate credit completed between September 1 of the previous year and August 31 of the current school year shall be credited to the teacher's salary retroactively to July 1 of the current school year. Official transcripts of graduate work must be submitted to the ~~Human Resources Department~~ **personnel office** by ~~September 30~~ **October 15th** to be credited to the current year's salary.

Exceptions

The Superintendent may ask the Board to make an exception for a teacher regarding placement on the salary schedule, hours earned and/or teaching experience (as noted above). Prior to the recommendation, the Superintendent will contact the Association President and review the matter with him/her.

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SALARY PAYMENTS

Teachers' annual contract payments shall be paid in twenty-four (24) equal payments. Such payments shall be distributed on the tenth (10th) and twenty-fifth (25th) of the month or the last school day prior to the tenth (10th) and twenty-fifth (25th) of the month.

The final payments for any secondary teacher will be distributed on the last paycheck in June. For teachers whose schools are in session on June 25, checks or direct deposit vouchers will be available at the school; those not picked up will be mailed on June 26. For teachers whose schools are not in session, checks or direct deposit vouchers will be available at the Administration Office on June 25 for five (5) working days including June 25. After five (5) working days, checks or direct deposit vouchers will be mailed.

Regulation 4505 CR
Page 3

Teachers shall be paid up to date in the following manner:

1. Year-round starting work in July will be paid on the regular paydays in July and receive checks for twenty-four (24) consecutive pay periods.
2. Middle school and high school teachers starting at the beginning of the school year will receive their first pay on or before August 25th 10th and receive checks for twenty-four (24) consecutive pay periods.
3. Elementary teachers who transfer to a secondary teaching position will be paid for ~~twenty-seven (27)~~ twenty six (26) consecutive pay periods during the first transition year they are on the secondary level. During the transition year, the teacher will receive two pays per month except in June when five four (4) checks will be issued. Their first check will be July 10 and their last check will be on June 25. During the second year on the secondary level, they will be paid as all secondary teachers as described above.

Payroll Deductions

Upon submission of written authorization, the Board will make payroll deductions for annuities, credit unions, Association membership dues, dependents' insurance and other plans approved by the Board. Deductions for membership dues shall continue from year to year unless revoked in writing. Revocation of deduction will become effective ten (10) working days after submission of a written request.

March 02

Approved payroll deductions will be deducted in equal installments from each paycheck.

Authorization cards requesting payroll deductions for Association membership dues must be submitted ten (10) working days prior to the issuance of pay checks.

ADDITIONAL DUTIES

Staff Substitution

Employees who voluntarily substitute for an absent teacher during their preparation time at the request of the Principal, shall be paid eight dollars (\$8.00) for one to thirty minutes, and sixteen dollars (\$16.00) for thirty-one to sixty minutes. Teachers who substitute while on vacation will be compensated based on Regulation 4330 CR. Payments for substitutes will be made from the sick leave fund. In the instance where a teacher has reimbursed the District, the reimbursed amount shall be credited to the sick leave fund minus the cost of the substitute.

Regulation 4505 CR
Page 4

Teacher Paid Lunch Duty

Teachers who voluntarily supervise students in their room during their lunch period at the request of the Principal shall be reimbursed the sum of eight dollars (\$8.00) per day. Payment shall be made for days worked. Supplemental checks with deductions for social security, and state and federal taxes will be available with the second December and June payments.

Curriculum Committees

A teacher serving on a curriculum committee will receive \$75 per day, unless on release time.

SALARY DETERMINATION DISPUTES

All employees of the District shall discuss and attempt to resolve matters concerning salary and/or matters having fiscal implications with the Superintendent prior to requesting a hearing by the Board.

Admin/BOE sign off (Agree with Changes)

[Signature] 4/30/02

FHEA Sign Off (Agree with Changes)

Linda Hess 4/30/03
[Signature]

Regulation 4540CR: The Intent is:

To clarify policy with current practice regarding insurance and to defer insurance for 25 hour employees to 2004/2005 negotiations.

(Page 1- under *Eligibility* - paragraph 1, 5, and 7)

(Page 2- under *Coverage*- paragraph 1)

(Page 2- under *Life Insurance Amounts and Options*-paragraph 1 and 2)

(Page 3- paragraph 1)

PERSONNEL SERVICES

Regulation 4540 CR

Compensation

Group Insurance Coverage

Medical, Dental and Vision Insurance

Eligibility

Certificated employees who work thirty (30) hours or more per week are eligible to receive District paid employee ~~and one-fourth (1/4) family~~ coverage for ~~medical, health,~~ dental and vision insurance. Life insurance is provided for full time employees only.

An employee who resigns or retires before completing his/her contract or term of position shall forfeit Board paid insurance on the first of the month after the effective date of resignation or retirement.

The employee and/or family member(s), however, may continue health insurance coverage at the regular District rate +2% at their own cost under the provisions of the Consolidated Omnibus Budget Reconciliation Act. Employees who retire through the Missouri Teacher Retirement System may continue health insurance coverage at the regular employee and family rate.

A certificated person contracted to replace a certificated person shall be eligible for Board paid insurance beginning on the first of the month occurring after the first contracted day of the replacement employee.

Certificated employees requesting a leave of absence except where Board policy makes an exception may expect to forfeit insurance coverage on the first of the next month following the beginning of the leave. Those certificated employees on an approved leave of absence may purchase health, dental, vision, and life insurance through the group policies. Such requests for continued ~~medical health~~ insurance coverage must be received in the Superintendent's office at least forty-five (45) days before the beginning of the leave of absence to be covered.

August 2002

***Suspended Item 10/19/00**

Teachers on educational leave will receive the District contribution toward insurance benefits while on leave. Should the teacher not return immediately from the leave, he/she will repay the District the cost for the insurance premiums.

A substitute contracted for more than sixty (60) consecutive full days in the same position shall receive ~~medical health~~ coverage and such coverage shall end when the replaced employee's Board paid coverage is reinstated or when the substitute's term of service is completed.

Regulation 4540 CR
Page 2

Coverage

Annual amount: The District shall provide \$6036.00 as at least the full annual amount that the employee may use to purchase single employee premiums for the low option medical, health, dental, and/or vision insurance coverage. ~~Any unused portion of the fund will remain in the benefits budget.~~ The employee may use the amount to purchase any combination of medical health, dental, and vision insurance for self, spouse, and/or children. Any additional insurance premiums beyond the district contribution is the responsibility of the employee and shall be payroll deducted. ~~Employees may purchase additional coverage through payroll deduction.~~

Life Insurance Amounts and Options

The life insurance fringe benefit shall be provided to eligible employees under the same policies used for the administration of medical health insurance. No family coverage will be provided.

Each full time teacher shall be provided with group life insurance protection in the amount approved by the Board. In case of accidental death, it shall pay triple for the specified amount. The program shall provide for optional life insurance in amounts approved by the Board, which shall be available at the District's rates at the employee's expense through payroll deduction. In the event that participation falls below that required by the insurance company, employee eligibility may be based on evidence of medical insurability. The cost of all optional life insurance shall be borne by the teacher.

Section 125 Plan

The District will provide a Section 125 Plan for the voluntary reduction of income.

Other Coverage

August 2002

***Suspended Item 10/19/00**

The Board will provide an Employee Assistance program, liability insurance, worker's compensation and state unemployment coverage for all certificated staff members.

Insurance Review

The insurance program will be reviewed annually by a committee consisting of representatives of the Board and the Association.

Regulation 4540 CR
Page 3

Any recommendations for changes in the insurance program, as recommended by the insurance committee, will be given to the Professional Negotiations Team for consultation and enhanced communication. After the insurance committee recommendations are finalized by the Board, building insurance information meetings will be held. The administration and the Association would will only address increases in the total individual member cost in the District benefit package during negotiations.

Insurance Information

A packet containing pertinent information and required procedures regarding health and major medical programs, life insurance, dental insurance, vision insurance, Section 125 Plan, Worker's Compensation, Liability insurance, EAP Program, annuity availability, state unemployment, and retirement procedures shall be issued to each teacher.

Admin/BOE sign off (Agree with Changes)

[Signature] 4/30/03

FHEA sign off (Agree with Changes)

Linda Hess 4/30/03
[Signature]

Regulation 4590CR: The Intent is to:

Move the application deadline to give staff adequate time to consider retirement and to reduce the penalty for those who have less than 15 continuous years and to ensure the legality of the process.

(Page 1 - under *Eligibility-#1-a*)

(Page 3 - under *Notice of Intent-paragraph 1*)

(Page 4 - under *Insurance Premium Deduction*)

PERSONNEL SERVICES

Regulation 4590 CR

Compensation and Related Benefits

Eligibility Criteria

1. To participate in the Early Separation Incentive Plan, the employee must:
 - a) Have at least fifteen (15) years of continuous creditable service with the last five (5) years being continuous in the Francis Howell R-III School District as of June 30 of the final contract year; and
 - b) Be eligible for normal retirement under the PSRS (under either the full benefit formula, early retirement formula, or the modified benefit formula) as follows.

Full Benefit Formula: Employees who retire under the PSRS full benefit formula may participate in the Plan, regardless of whether they have previously passed the first year of eligibility. Employees who retire under the PSRS full benefit formula must:

1. Have completed fifteen (15) years of creditable service under the PSRS (five as required by the PSRS, plus the additional (10) ten years required to comply with requirement (a) above), and be at least sixty (60) years of age; or
2. Have at least thirty (30) years of creditable service under the PSRS or
3. Have any combination of age and creditable service that equals or exceeds eighty (80) pursuant to the Rule of 80, as promulgated by the PSRS.

The eligibility requirements incorporated in this policy are identical to specific eligibility criteria established by the Public School Retirement System (PSRS) as of the date this policy is adopted. In the event the PSRS criteria to which this policy conforms are hereafter amended, modified, or repealed by the PSRS and/or the General Assembly, this policy shall no longer be in force or effect, and shall (without any action by the Board of Education may elect to adopt such amendment, modification or repeal occurs until

March 02

such time as the Board of Education may elect to adopt such amendments or modifications as may conform to those enacted by the PSRS. Notwithstanding any other provision of this policy, the Board of Education further reserves the right to amend, modify, or repeal this policy at any time, as may in the Board's sole discretion be deemed appropriate.

Regulation 4590 CR
Page 2

Early Retirement Formula: Employees who retire under the PSRS full benefit formula may participate in the Plan, regardless of whether they have previously passed the first year of eligibility. Employees who retire under the PSRS benefit formula must:

- 1) Have at least fifteen (15) years of creditable service under the PSRS (five as required by the PSRS, plus the additional (10) ten years required to comply with requirement (a) above), and be at least fifty-five (55) years of age, or
- 2) Have at least twenty-five (25) but less than thirty (30) years of creditable service under the PSRS, at any age.

Modified Benefit Formula: Employees who retire under the PSRS modified benefit formula may participate in the Plan, regardless of whether they have previously passed the first year of eligibility. Employees who wish to participate under the PSRS modified benefit formula must:

- 1) Have at least twenty-five (25) years of creditable service and be under age fifty-five (55), but age plus creditable service does not equal or exceed eighty (80).

2. Period of Eligibility

- a) Any employee who has already passed the first year of eligibility to participate in the Plan as defined by this policy, may elect to participate in the Plan in accordance with the amounts and procedures set forth in this policy.
- b) It is the sole responsibility of the eligible certified employee to notify the school district that the employee is eligible to and wishes to participate in the Early Separation Plan.

3. District Service

- a) A leave of absence approved by the Board of Education shall not be considered to be an interruption of continuous service.

March 02

- b) For purposes of this policy, continuous service shall be defined as all full-time contracted teacher and/or administrative service.
- c) The continuous service required under this policy must be completed in the (15) fifteen years immediately preceding June 30 of the Final Contract year, as defined below.

Regulation 4590 CR
Page 3

Notice of Intent

In order to participate in the Early Separation Incentive Plan, the employee must file written notification with the ~~Human Resources Office~~ personnel office no later than ~~October 15~~ January 15th of the final year of teaching. The notice of intent shall contain a provision that the employee and school district mutually agree that the employee elects early separation by resignation from employment as a teacher/administrator in the Francis Howell School District upon completion of the "final contract." The forms may be obtained from the personnel office.

Amount of Compensation

1. Early Separation Incentive Payment – The employee shall receive 80% of Base Salary of Final Contract.
2. Base Salary ~~Base Salary~~: For purposes of this policy "base salary" shall be defined as the total annual compensation of the employee excluding compensation attributable to fringe benefits, extra duty pay, extended contract pay or reimbursement of expenses.
3. Base Salary for Year-Round Teachers: The early separation incentive plan for year-round teachers (an elementary teacher who serves 211.5 contracted days) may be based on their salary instead of the salary schedule in the following manner.
 - a) The teacher must have completed six of the last ten years as a year-round teacher.
 - b) The benefit may then be computed as follows:
 - 1) The teacher will be able to elect the separation incentive based upon either 80% of the teacher's base salary for the final contract year or 80% of the average of the teacher highest three consecutive years of year-round service.
 - 2) Year-round service will be computed based upon 25 days of vacation, regardless of whether the vacation days were actually taken.

March 02

Payment of Early Separation Benefit

The employee may select a 5 - 10 year period over which the Early Separation Incentive will be paid. Installments will be paid twice each month beginning in July immediately following the employee's separation from the District. Each payment is subject to all deductions required by law, but is not eligible for contributions to the Missouri Public School Retirement System.

Regulation 4590 CR

Page 4

Final Contract

Final contract shall mean the contract for the last full year of employment in the Francis Howell R-III School District.

Failure to Complete the Final Contract

Failure to complete the final contract for reasons other than approved sick leave of the employee will result in the loss of Early Separation Incentive Benefits.

Survivorship Payment

1. The employee shall designate a beneficiary on the application at the time of filing a declaration to participate in the Early Separation Incentive Plan.
2. In the event of the employee's death after separation from the District, but prior to completion of all payments provided under this policy, the designated beneficiary shall receive payments at the intervals prescribed under this policy.
3. Any change to the designation of beneficiary must be submitted to the office of the Board of Education in writing.

Insurance Premium Deduction

The employee retiree will be able to have ~~their~~ his/her health, vision, and dental premiums for the district's insurance program deducted pre-tax from ~~their early separation payments through the cafeteria plan as per applicable state and federal law.~~ his/her substitute teaching wages.

Separation Agreement

In return for the financial incentive provided under this policy, the employee shall enter into a Separation Agreement with the District, releasing the district and its directors, officers, agents, and employees from any and all claims or other causes of action the employee may have against them. The Separation Agreement shall be submitted to the office of Human Resources no later than October 15 of the final year of teaching.

March 02

Withdrawal of Notice

Once submitted, an employee will be permitted to withdraw his/her notice of intent to elect early separation only upon written notice to the School District within a period of seven days, such period to commence on the day the Employee executes the agreement or in emergency situations with Board approval.

Admin/BOE sign off (Agree with Changes)

[Signature] 4/30/03

FHEA sign off (Agree with Changes)

Linda Hess 4/30/03
Debra Beck

Regulation 4710CR:

Clarify the resignation process to reflect legal practice.
(Page 1 - under *Resignation* - paragraph 6)

PERSONNEL SERVICES

Regulation 4710 CR

Separation

Resignation

Circumstances may warrant the Board to terminate a certificated employee's contract upon the teacher's request as specified below:

1. The employee's request to terminate his/her contract is made for reasons of health, provided the employee's physician certifies that continued employment will have detrimental effects on the health of the employee.
2. The employee's request to terminate his/her contract is due to change in employment of the employee's spouse requiring the transfer of residence from the St. Louis area.
3. Other reasons, as may be approved by the Board, provided the employee agrees to remain in his/her current position until a satisfactory replacement will have been found. In all instances, a resigning employee shall give no less than two (2) weeks notice.
4. In most cases, except as noted above, no probationary or permanent teacher shall be released from his/her contract with the District after June 1.

Resignations must be submitted in writing to the Superintendent and will be answered in writing. ~~A teacher shall have forty-eight (48) hours from submission to the Superintendent to withdraw his/her resignation.~~ All resignations are final upon acceptance by the Board of Education.

Contracted employees who are considering resignation before or during a school term shall be referred to the Superintendent for his/her counseling regarding the possible consequences of breaching a contract with the Board.

In order to be reemployed for the succeeding school year, probationary teachers are required to return signed contracts by June 1. Tenure teachers are under continuing contract. Tenure teachers are required to notify the District of their resignation on or before June 1. However, the Board will consider individual resignations. Teachers who fail to return their contracts in the specified time and who wish to return for the succeeding year may be rehired at no loss of seniority or tenure. (Also refer to Policy 4140 CR - Reemployment of Probationary Teachers.)

March 02

Admin/BOE sign off (Agree with Changes)

[Handwritten signature] 4/30/03

FHEA Sign Off (Agree with Changes)

Linda Hess 4/30/03
[Handwritten signature]

Regulation 4832CR: Intent is

To clarify policy to reflect current practice and to allow the association access to new teachers without disruption to the professional development activities for new teacher orientation.

(Page 1) - under *Recognition* - #1

(Page 2) - #13

(Page 3) - #new13 & 14

(Page 3) - under *Release Time* - #2

(Page 4) - Omit all under *Committees, Procedures, and Guidelines*

(Page 5) - Omit #5 & #6

(Page 5) - under *Implementation and Duration of Policy*-paragraph 2

(Page 5) - under *Publication of the Policies*

PERSONNEL SERVICES

Regulation 4832 CR

Staff Welfare

Teacher/School Board Communications Agreement

Recognition

1. ~~The Board will extend to the President of the Association or his/her representative a seat at all Board meetings and he/she~~ **The President of the Association will be notified of all official Board meetings and sent materials (3 packets) at the same time as the members of the Board. The Association will extend the same courtesies to the Board. The Association may bring before the Board any items unresolved after discussions with the administration. To insure proper review by the Board, requests to place such items on the agenda must be received by the Superintendent no later than the Friday before the Board meeting. Association items shall be placed first on the agenda unless prior appointments have been made.**
2. **The Association recognizes the Board as the representatives of the public for the purposes of providing for the education of children and youth in the District consistent with societal needs and the prudent expenditures of public funds, and for the assessment of the outcomes of the District's system of public education.**
3. **The Board and the Association recognize that the prime determinant of policy development and implementation is the quality of the educational program and the welfare of the children and youth.**
4. **It is recognized that professional personnel have the right to join or to refrain from joining any professional organization (for their professional or economic improvement and for the advancement of public education).**

5. If any portion of this agreement shall be adjudged to be void, as in violation of the provisions of any laws of the State of Missouri, said void portion shall not affect the validity of the remaining portions thereof. The parties agree to meet and discuss any item which would be found in contradiction to such law within ten (10) days of such judgment and attempt to reach agreement on successor language.
6. As a matter of policy, the Board will participate in good faith discussion with the duly designated representatives of the Association by and through its representative team. The Board recognizes that it is in principle the responsibility of the Association and Board representatives to meet at reasonable times and discuss in good faith subjects with respect to salaries, fringe benefits, conditions of employment, grievance procedures and other matters of mutual concern; that there shall be conferred upon respective representatives the reasonable authority to make proposals, consider proposals and counterproposals and to reach recommendations.

Regulation 4832 CR

Page 2

Tentative recommendations shall be set down in writing and submitted to the Board and the Association for ratification.

7. Upon written request, the Board will furnish the Association all available financial information, estimates and other public information pertinent to the Association's policy proposals. The Board will also furnish the Association with such information as is reasonably necessary for grievance processing.
8. Duly authorized Association representatives shall be permitted to attend an Association conference or convention without loss of pay, except that such representatives shall not suffer loss of pay (for attending Association conferences and conventions on a Saturday nor) for attending the regular Association summer leadership conference. The number of authorized representatives shall not exceed one for every fifty (50) Association members.
9. Upon approval of the Association's written request, the Superintendent/designee will permit the Association to use District buildings at all reasonable times provided that use of the District's buildings shall be limited to its employees and authorized representatives of the Association except as mutually agreed. And, provided further, that the Association shall reimburse the District for all reasonable costs incident to such use.
10. Authorized representatives of the Association will be permitted to transact official Association business on District property at reasonable times providing that such business shall not interfere or interrupt school operations, teacher planning time, and assigned supervision. Such authorized representatives shall be required to obtain the authorization of the Principal before commencing Association business. Association

president, building representatives and grievance representatives shall not be precluded from conducting Association business during their preparation time.

11. The Association will be entitled to use bulletin boards in the lounge areas for Association notices and information.
12. The Association will have the right to use interschool mail facilities and mailboxes. Daily bulletins and the building public address system may be used to announce meetings, subject to the approval of the Principal/designee. Factual items of a non-controversial nature will be approved.
- ~~13. Faculty representatives from each school will be released at 3:30 pm one day per month provided a teacher in the building who is free during that period volunteers, or provided the Association provides a substitute acceptable to the Principal.~~

Regulation 4832 CR

Page 3

- ~~14.13.~~ The District will conduct District orientation meetings for teachers new to the District. Duties and responsibilities of employees will be explained. ~~The Association will be allotted twenty (20) minutes of the orientation program. The Association will be allowed to host an informational table during orientation. Other educational groups wanting to host tables must seek approval from the Superintendent.~~
- ~~15.14.~~ The Association president shall be released from his/her teaching duties on a full-time basis for one (1) year at no loss of pay. ~~The FHEA Association will reimburse the District Board for the actual cost of the President's salary and fringe benefits for the amount equal to the average teacher salary of the previous year, plus extended contract days. Any extended contracted days will be determined by the Association.~~
- ~~16.15.~~ The Association can obtain up to 180 days of release time. Association members who hold state or national positions requiring more than ten (10) days release time will notify the District of their schedule at the beginning of the school year or as soon as the member becomes aware of specific dates. Amendments to that schedule shall be made as soon as possible through the Superintendent's office. The Association will reimburse the Board for the cost of the substitute(s) hired including fringe benefits.
- ~~17.16.~~ The FHEA 2nd Vice President and the District business manager will meet monthly to review the budget. Receipts and expenditures will be monitored and a monthly report on the District's finances will be presented to the Association.

Release Time - Association President

1. The Association president will be considered an employee of the District.
2. The Association will reimburse the District for the amount equal to the average teacher salary of the previous year plus extended contract days. The number of extended contract days will be determined by the Association. The Association will also reimburse the District for benefit costs, which will include the District's share of insurance costs, Medicare FICA, and the District's share of retirement costs. The president will be paid his/her salary per the salary schedule during the term of office.
3. The Association president will remain a member of the District's benefits program and will continue as a District employee with the Public School Retirement System. The District will continue to pay its share of the employee's insurance and retirement costs, which will be reimbursed by the Association.
4. Upon completion of his/her term of office, the Association president will return to the same position and building for which he/she was contracted immediately before assuming the president's post.
5. The Association president will advance on the District's salary schedule during his/her term of office.
6. The Association president may serve in an extra duty position when the president's responsibilities do not interfere with the daily responsibilities of the extra duty person.

Regulation 4832 CR
Page 4

Committees

~~By September 1 of each year, the Board, or its representatives will meet with representatives of the Association to determine if committees are required to study a specific topic or area. The agreement regarding a committee will be written, including the purpose, structure, and function. The committee's written report will be provided to the Board and representative of the Association thirty (30) days prior to the beginning date for negotiations.~~

Procedures

1. ~~Professional communication is a continuing process whereby representatives of employees and representatives of their employers make offers and counter offers in good faith for the purpose of reaching a mutually acceptable agreement.~~

- ~~2. In the function of a team, one member acts as a leader. Other members should speak with the consent of the leader.~~
- ~~3. Only team members may attend professional communications meetings. Additional persons may attend meetings by mutual consent.~~
- ~~4. All available financial figures, estimates and other information pertinent to the proposals will be mutually shared.~~

Guidelines

- ~~1. Meetings will be held as frequently as necessary with the day and time to be agreed.~~
- ~~2. The intent of each meeting will be to discuss the proposed items from each team.~~
- ~~3. Each proposal will be dealt with until preliminary agreement is reached, or until by mutual consent of both teams a stalemate is declared.~~
- ~~4. After agreement is reached on any one proposal, that agreement will be written and signed by the leaders.~~

Regulation 4832 CR
Page 5

- ~~5. After completion of all proposed items, all those that had not been agreed upon will be reconsidered in good faith until mutual consent (agreement or disagreement) is reached.~~
- ~~6. After all agreements have been signed by the leaders of each team, these proposals will be submitted as a package to the teachers and to the Board for final approval.~~

Talks in Good Faith

The parties pledge themselves to deal in good faith with such matters as have been enumerated in this agreement.

Implementation and Duration of Policy

Policies of the Board will not be implemented or administered in a manner which deprives any teacher of the benefits contained in Board policy. Board policy will not be changed without prior notice to the Association.

March 02

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The Board and the Association agree that all policies contained in Policies and Regulations 4000 - Personnel Services will be in effect for the 1999-2001 school years or until the Board or the Association determines at any time that a change in the terms of employment is necessary. If the Board determines that the proposed policy change requires further consideration, representatives of the Board and the Association will meet to discuss the possible change. Following these discussions and exploration of alternatives, they will submit a recommendation to the Board and it will act as it deems proper.

Publication of the Policies

Copies of the agreements between the Board and the Association once incorporated into Board policies shall be printed at the expense of the Board within sixty (60) days of the Board's action and shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Further, the Board shall furnish forty (40) three (3) copies of these policies to the Association for its use.

Admin/BOE sign off (Agree with changes) FTEA sign off (Agree with changes)

[Handwritten signature] 4/30/03

Linda Hess 4/30/13
[Handwritten signature]

Regulation 4850 CR:

The intent is to streamline the informal grievance procedure.

(Page 1) *Informal Procedure* -- paragraph 1)

PERSONNEL SERVICES

Regulation 4850 CR

Staff Welfare

Grievance Procedure

Informal Procedure

A teacher(s) who believes that a Board policy or policy procedure, an administrative regulation or procedure, or an existing condition under which the teacher works has been violated, misapplied, or misinterpreted, must meet with the appropriate supervisor or administrator within ~~fifteen (15)~~ ten (10) working days of the employee's formal knowledge of the alleged event or action. The purpose of the informal conference is to attempt to provide clarification of the issue and where possible resolve the dispute.

The teacher(s) may request any information, which shall include the building personnel file, concerning the grievance. Such information is to be delivered within three (3) days.

If the dispute is not resolved at the end of five (5) days of the informal conference, the teacher(s) may initiate the formal procedure by completing the Association's grievance form.

Formal Procedure

Step One

A completed Association grievance form must be submitted to the appropriate supervisor or administrator within ten (10) days of the end of the Informal Procedure. Within ten (10) days of receipt of the grievance, the supervisor or administrator will meet in conference with the teacher(s) and provide a written response to the grievance.

Step Two

If the teacher(s) is not satisfied with the decision at Step One, the written grievance must be submitted to the Superintendent within ten (10) days of receipt of the Step One decision. Within ten (10) days of receipt of the grievance, the Superintendent/designee will meet in conference with the teacher(s) and provide a written response to the grievance.

Step Three

Francis Howell

Jul 00

kc

If the teacher(s) is not satisfied with the decision at Step Two, the written grievance must be submitted to the Superintendent within ten (10) days of receipt of the Step Two decision for the Board's consideration. At the next regular Board meeting the Board will formally hear the grievance. Within five (5) days of the formal hearing by the Board, the teacher(s) will be informed of its decision in writing. The decision of the Board is final and binding on all parties.

Regulation 4850 CR
Page 2

Miscellaneous Provisions

1. The teacher(s) will be informed of any scheduled meeting at least three days in advance, but may waive such time consideration to expedite the process.
2. Failure of a teacher(s) to comply with the timelines provided in this policy will result in the grievance's final rejection.
3. Failure of the administrator to comply with the time lines provided in this policy will result in the grievance being advanced to the next step.
4. Time lines in this policy may be extended by mutual agreement of the parties.
5. The Association may request such information it considers necessary for processing the grievance.
6. The teacher(s) may be represented at all steps of this procedure by representative(s) of his/her choosing.
7. Should the teacher(s) or the teacher's representative(s) be required by the administrator's scheduling to be absent from assigned or regular duties for any conference in this procedure, he/she will be released without loss of pay or benefits.
8. New information discovered by either party at any step in the procedure will be shared with the other party prior to the next step. However, the nondiscovering party has the option to proceed into the next step or return to the previous step to consider the new information.
9. If, in the judgment of the Association, a group or class of employees are aggrieved, it may submit such grievance to commence at Step Two.

Admin/BOE sign off (Agree with changes)

Francis Howell 4/30/03

FHEA sign off (Agree with changes)

Linda Hess 4/30/03
Abel Becker

Francis Howell

Jul 00

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PERSONNEL SERVICES

Policy 4893 CR

Staff Welfare

Vending Machine Sales

Vending machines operated in the building will be managed by the building principal under the guidelines established by the Chief Financial Officer. Vending machines may be installed in the teacher lounge work rooms in accordance with existing vendor contracts. Each building staff will accrue and spend the profits thereof. The principal and Chief Financial Officer has ve the authority to determine profit expenditures for vending machines installed in the teachers' lounge work rooms in his/her building in consultation with the building staff.

Admin/BOE sign off (Agree with changes) FHEA sign off (Agree with changes)

 4/30/03

Linda Hess 4/30/03

Debra Becker

Francis Howell

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Policy 4896CR:

Policy refers to normal operations and should not be raised to a policy level.

PERSONNEL SERVICES

Policy 4896 CR

Staff Welfare

Work Station

Upon request every teacher will be provided with a functioning, lockable cabinet, desk, or file cabinet. Shared teacher work areas will be jointly planned with staff members who are directly involved.

Admin./BOE sign off (Agree with Changes)

FHEA sign off (Agree with Changes)

[Signature] 4/30/03

Linda Ness 4/30/03
Steve Becker

Francis Howell

Jul 00

Policy 4897CR:

Omit policies to reflect current practice

PERSONNEL SERVICES

Policy 4897 CR

Staff Welfare

Bus Schedules

Starting and dismissal times at the elementary schools will be reviewed annually by the Board and Association's representatives who shall attempt to make a recommendation to the Board on or before April 1.

Admin/BOE sign off (Agree with Changes)

 4/30/03

FHEA Sign Off (Agree with Changes)

Linda Hess 4/30/03
Diana Becker

Francis Howell

Jul 00

Policy 4910CR: The Intent is:
To clarify policy as required by law.
(Page 1 - paragraph under *Student Referrals*)

PERSONNEL SERVICES

Policy 4910 CR

Teacher/Student Interaction

Discipline

Corporal Punishment of Students

Corporal punishment of students is prohibited. It is understood the teacher will use reasonable methods to protect both students and self.

Discipline Review - A faculty committee comprised of building administrator(s) and representatives selected by the teachers at each building may review and make recommendations for modifications of discipline procedures.

Student Referrals

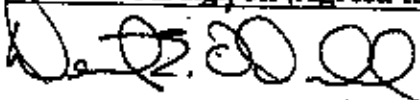
Thirty (30) days maximum after a teacher has referred a student to guidance counselor, administrator, or special personnel for disciplinary matters, the latter shall advise the classroom teacher relative to the disposition of the referral and shall, if appropriate, suggest courses of action for the teacher.

Rules for Student Behavior - Interschool Events

Students who participate in interschool activities including festivals, athletic events and contests are highly trained and therefore representative of the District's philosophy, educational programs, and educational results. Participating teachers have the responsibility and the attendant authority to require the utmost in respect, conduct and appearance during, before and after school events. The teacher in charge shall make appropriate rules of student behavior and appearance with the advice and consent of the Principal.

All school and District rules and regulations apply to all students who attend or participate in home or away after school activities.

Admin/BOE sign off (Agreed to Changes) FHEA sign off (Agreed to Changes)

 4/30/03

Linda Hess 4/30/03
Drew Becker

Francis Howell

Jul 00

The Intent of Issues
Requiring No Policy Changes

Regulation 4140CR:

Probationary teachers-

The intent was to discuss the process by which probationary teachers are notified of deficiencies and the opportunities given to them to remove those deficiencies. It was the interest to provide professional guidance to teachers in need of skill development during their probationary time. Issues were resolved through discussions.

Regulation 4170CR:

The intent is to improve communication from the calendar committee to the buildings and the buildings to the calendar committee.

• Committee process of seeking staff input in formulating the school calendar. This will be referred to the District Professional Development Committee (DPDC)

Regulation 4320GE & CR:

Deferred this until completion of the lawsuit.

Regulation 4410CR: Intent

1) Activities for special teachers:

Intent is to recognize like subject teachers need time for collaborative professional development.

2) Professional development for Step teachers.

Intent is to provide meaningful professional development for teachers at salary schedule step 1, 2, and 3 and to ensure effective communication regarding contracted days for professional department. The curriculum and instruction department will set the calendar in advance with no make up days allowed.

All issues were resolved through discussions.

The District elementary PDC will be on July 21 @ FHC and the secondary PDC will be on August 12 at FHC.

This issue involved decisions for Step 1, 2 and 3 PDC activities.

Regulation 4411CR:

This issue was sent to the District Professional Development Committee for their input and to verify any revisions needed to match procedures.

Regulation 4570CR:

To defer until 2004/2005

Regulation 4610:

To increase the awareness and improve the application of the process and clarify the policy to reflect practice.

Regulation 4860CR:

To increase awareness that there is to be only one district and one building personnel file. This issue was resolved through discussion. There will be no 'secret' building personnel files on anyone. Celynda will address this issue.
If a teacher transfers, the building file goes to the next building with them.

Regulation 4892CR:

Defer this item to 2004/2005 negotiations.
\$100.00 reimbursements to teachers.

Regulation 4894CR:

To clarify scrub schedules and avoid injuries while in the building.

Other:

Recess Procedures:

1 teacher for every 2 classes for lunch recess. Lunch recess is the only scheduled recess. Afternoon recess is unscheduled and optional. If the teacher schedules one, it is their choice and their coverage.

Cathy will clarify recess procedures with the principals.



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1150 written
X 6/04

FRANCIS HOWELL EDUCATION ASSOCIATION
Summary of 2002-2003 Negotiations

Included in this packet is a summary of policies and issues discussed and agreed upon or resolved in the 02-03 FHEA negotiations. The negotiations package still needs to be ratified by the membership and approved by the Board of Education. **FHEA will hold an informational meeting to address any questions on Monday May 12th, at 4:30 pm, FHMS. Ratification vote will be taken in the buildings on Tuesday May 13th. The negotiations package will be presented to the Board on May 15, 2003.**

FHEA has agreed with Dr. O'Donnell's recommendation of earned steps and earned lane changes. The Board of Education voted on the 2003-2004 salary schedule at their May 1, 2003 board meeting.

It is the recommendation of your FHEA Negotiations Committee to ratify the package.

In the interest of saving paper we have not included all the policy items as some were only changed to reflect current practice. Below is a summary of most pertinent policy to our members. For a complete package of policies see your building rep. Note: Throughout this document print in *italics* is new policy language.

Regulation 4120-agreed to by both sides

This was brought to the table for discussion by FHEA.

The intent of policy is to make district mandated chest x-rays, less of a hardship for employees. This policy addresses the folks who have "false positives" from the tuberculosis test. The new language: *If the district requires a tuberculosis test and the employee test positive requiring a chest x-ray, the district will reimburse the portion not covered by health insurance"*

Regulation 4130 CR-agreed to and/or resolved by both sides.

FHEA brought the issues of Records Day for Elementary, scrub schedules in elementary and working on non-contract days to the table.

Records Day: A .5 Records Day at elementary has been added to make it be more equitable with secondary. May 28th for 2003-2004.

Scrub Schedules: Scrub schedules at Elementary and Secondary will be posted ahead of time so that teachers are aware of the times they will have access to their rooms. Scrub schedules will be finished 3 days prior to school beginning.

Working on Contract Days: The intent of the discussion was to increase awareness of the hardship of faculty attendance on non-contract days. This was brought to the table as last year many teachers were told it was mandatory for them to attend workshops during non-contract time. If a workshop is held for a CSIP requirement, staff missing the workshop will be expected to demonstrate competency using strategies being implemented by the district and building. The teacher must be able to demonstrate the skills addressed in the workshop.

Teachers on steps 1, 2, and 3: New policy language added: *Teachers on steps 1, 2, and 3 of the salary schedule will be contracted for 193, 191, and 189 days, respectively. The District will provide professional development activities for teachers on these additional contracted days.* This means the extra days will be treated as any other contracted days.

Preschool Teachers: New policy language was added to address actual practice. *Twelve-month pre-school teachers are contracted for 244 days including three (3) paid holidays. Twelve-month pre-school teachers may select ten (10) non-contract days to be absent without pay. Requests for non-contract days should be made to the Site Administrator at least two days in advance and will be approved if a qualified substitute is available.*

Regulation 4210CR-both sides agreed to change in policy

We have included the entire policy (see attached)

The intent:

To clarify that all teachers are to be treated with professional respect during the staffing and transfer process. To facilitate staffing and increase the efficiency and clarify the sequence of the internal staffing process. 3 choices - the intent of the language is that the principal will place a teacher in one of his/her first three choices or explain why he/she did not.

We feel that the rewritten policy addresses our concerns of positions being filled before staff were even aware of them, and gives everyone a chance at positions.

Regulation 4220CR-both sides resolved through discussion

FHEA brought the issue of the demands of before and after school meetings, duty free lunch, and plan time. Both sides resolved the issue through discussion and agreed to the intent as follows:

- 1) Meetings will be scheduled as needed to meet professional and legal requirements and will respect the staff's professional time.
- 2) Duty Free lunch and Plan time
The administration will continue to problem solve to ensure that all professional staff have duty free lunch
- 3) Plan Time
To ensure that all professional staff receives plan time as required in policy.

Regulation 4505CR:-both sides agreed to change in policy as follows:

FHEA brought the issue of extending the deadline for transcripts to be issued and moving Secondary's first pay date up

New Policy Language: Official transcripts of graduate work must be submitted to the *personnel* office by *October 15th* to be credited to the current year's salary.

Middle School and High School teachers starting at the beginning of the school year will receive their first pay on or before *August 10th*

BOE/Admin brought this issue

3. Elementary teachers who transfer to a secondary teaching position will be paid for twenty six (26) consecutive pay period during the first transition year they are on the secondary level. During the transition year, the teacher will receive two pays per month except in June when four (4) checks will be issued. Their first check will be July 10 and their last check will be on June 25. During the second year on the secondary level, they will be paid as all secondary teachers as described above

Regulation 4540-both sides agreed to change in policy as follows:

The intent is to clarify policy with current practice regarding insurance and to defer insurance for .25 hour employees to 2003-2004 negotiations

New language: The District shall provide *at least* the full annual *single employee premiums for the low option health coverage. The employee may use the amount to purchase any combination of health, dental, and vision insurance for self, spouse, and/or children. Any additional insurance premiums beyond the district contributions is the responsibility of the employee and shall be payroll deducted.*

Regulation 4590CR-both sides agreed to change in policy as follows:

FHEA brought the issue of eligibility criteria for Early Separation Agreement, extending the deadline for notifying the district that you plan to retire,

The Administration/BOE brought up the issue of insurance premium deduction

The intent of the agreed upon policy agreement: Move the application deadline to give staff adequate time to consider retirement and to reduce the penalty for those who have less than 15 continuous years and to ensure the legality of the process.

New Language:

To participate in the Early Separation Incentive Plan, the employee must:

- a) Have at least fifteen (15) years of *creditable service with the last five (5) years being continuous* in the Francis Howell R-III School District as of June 30 of the final contract year.

In order to participate in the Early Separation Incentive Plan, the employee must file written notification with *personnel office* not later than *January 15th* of the final year of teaching.

The retiree will be able to have *his/her* health, vision, and dental premiums for the district's insurance program deducted pre-tax from *his/her substitute teaching wages*.

Regulation 4850 CR-agreed to by both sides

The intent is to streamline the informal grievance procedure.

Only change: from fifteen (15) days to ten (10) working days

This is the amount of time teacher(s) have to meet with the appropriate supervisor when he/she believes that a Board Policy or policy procedure has been violated, misapplied, or misinterpreted.

Regulation 4893 CR-agreed to by both sides

The intent is to clarify policy to actual practice

Vending machines operated in the building will be managed by the building principal under the guidelines established by the Chief Financial Officer. Vending machines may be installed in the teacher work rooms in accordance with existing vendor contracts. The principal has the authority to determine the profit expenditures for vending machines installed in the teachers' work rooms in his/her building in consultation with the building staff.

Issues discussed that required no Policy Changes:

Regulation 4140-CR - Re-employment of Probationary Teachers

The intent was to discuss the process by which probationary teachers are notified of deficiencies and the opportunities given to them to remove those deficiencies. It was the interest to provide professional guidance to teachers in need of skill development during their probationary time. Issues were resolved through discussions.

Regulation 4170-CR - School Calendar

The intent is to improve communication from the calendar committee to the buildings and the buildings to the calendar committee.

Regulation 4320-GE & CR - Absences, Leaves and Vacation

Deferred this until completion of the lawsuit

Regulation 4410 - CR - Professional Activities, Training and Professional Growth

1) Activities for special teachers:

Intent is to recognize like subject teachers need time for collaborative professional development.

2) Professional development for Step 1, 2 and 3 teachers:

Intent is to provide meaningful professional development for teachers at salary schedule step 1, 2, and and to ensure effective communication regarding contracted days for professional development. The curriculum and instruction department will set the calendar in advance with no make-up days allowed.

All issues were resolved through discussions.

The District elementary PDC day will be on July 21 @ FHC and the secondary PDC day will be on August 12 at FHC.

Regulation 4570 - CR - Tuition Reimbursement

To defer until 2003/04

Regulation 4610 - CR - Teacher Performance Evaluations/Professional Improvement Plans

To increase the awareness and improve the application of the process and clarify the policy to reflect practice.

Regulation 4860 – CR – Personnel Records

To increase awareness that there is to be only district and one building personnel file. This issue was resolved through discussion. There will be no "secret" building personnel files on anyone. If a teacher transfers, the building file goes to the next building with the teacher.

Regulation 4892 – CR – Instructional Materials (classroom supply reimbursement)

Item was deferred to 2003/04 negotiations.

Regulation 4894 – CR – Staff Welfare

To clarify scrub schedules and avoid injuries while working in the buildings during non-contract time.

Recess Procedures

Much discussion was held on recess procedures. Dr. Bear will clarify recess procedures with the principals. Lunch recess is the only scheduled recess. 1 teacher for every 2 classes at lunch recess.

FHEA Negotiations Team

Debi Becker, Chairperson

Linda Hess

Rita Watts

Shelley Hoffmar

Renilde Pausch

Paul Twombly

Regulation 4210CR: The intent:

- 1) Clarifies all teachers are to be treated with professional respect during the transfer process.
- 2) To facilitate staffing and increase the efficiency and clarify the sequence of the internal staffing process.
- 3) (3 choices for teachers) The intent of the language is that the principal will place a teacher in 1 of his/her first 3 choices or explain why they he/she did not.

- (Page 1) under Personnel Assignments and Transfer (added new language)
- (Page 1) under Secondary
- (Page 1) under Elementary- paragraph 1
- (Page 1) **Staffing Criteria** (new language), paragraph 1 and #1
- (Page 1) Transfer Request - *Vacancy Notices Posted - Interbuilding*
- (Page 1) *Transfer Definitions - Interbuilding- paragraph 1 & 2*
- (Page 1) *Voluntary Transfers - Interbuilding paragraph 1.*
- (Page 2) *paragraph 1, 2, and 4*
- (Page 2) *Involuntary Transfers-Interbuilding-Procedures-paragraph 1*
- (Page 3) *Guidelines paragraph 5*
- (Page 3) *Selection Criteria- #1*

PERSONNEL SERVICES

Regulation 4210 CR

Personnel Assignments and Transfer

Transfer Criteria - Intrabuilding Building Staffing (new language)

Timelines for Board of Education staffing approval, internal staffing decisions, vacancy postings, etc. are established annually. These timelines will be made available to all district personnel via a posting on the District's website. (new language)

Secondary

Staffing plans will be presented to the teachers for the following school year and changes will be explained. Department chairpersons will then meet with their staff to determine the assignments and give the department's recommendation to the Principal. The Principal will make the final decision based on the ~~transfer-selection~~ **staffing assignment** criteria and explain to any teacher whose assignment may be different than submitted by the chairperson.

Elementary

Staffing plans will be presented to the teachers for the following school year and changes will be explained. Teachers will be asked to submit their first three choices to the Principal who will then make the assignments based on the ~~voluntary selection~~ **staffing assignment** criteria. The Principal will explain the reasons for the transfer to all any teachers whose assignment may be different than the three (3) submitted choices.

Francis Howell

June 01

Staffing Criteria (new language)

The Principals will consider the following criteria in **priority** order when determining who shall be selected for a transfer assignments within the building:

1. Overall ~~satisfactory~~ evaluation
2. Compatibility with the position
Compatibility – is defined as appropriate certification and/or training, the teachers' philosophy of education, involvement with discipline, classroom organization and planning, teaching techniques, peer relationships and parent communication relating to the teacher's behavior within the school.
3. Francis Howell School District experience.
4. Teacher interest
5. Extra duty assignments-voluntary transfers only.

Transfer Request

Vacancy Notices Posted – Interbuilding

All vacancies shall be posted in each school on the District's web site as they occur or as they are anticipated. ~~The President of the Association and the UNISERV Office will receive a copy of all notices as they are sent. Such postings shall be made ten (10) days prior to anyone being employed Before April 15th positions will be posted for a minimum of (ten) 10 days. After April 15th, positions will be posted a minimum of five (5) days unless in an emergency situation in the instructional program necessitates an immediate assignment. In the event of an immediate assignment, the position will be filled on a temporary basis if a new employee is hired for the position. However, if the position involves the transfer of a District employee, the position may be filled permanently. During the vacation period, each teacher who has a request on file will be sent a vacancy notice (provided the teacher supplies the personnel office with self-addressed envelopes). In addition, vacancies will also be posted in each school.~~

Vacancy – A vacancy is defined as a position presently unfilled; a position currently filled but which will be open in the future; or a new position that is currently not in existence.

Transfer Definitions – Interbuilding

Voluntary transfer -- occurs when a teacher requests a change in assigned building, grade level, cycle or teaching assignment.

Involuntary transfer -- occurs when a teacher is required to change building, grade level, cycle or teaching assignment against his/her will.

Francis Howell

June 01

Voluntary Transfers --Interbuilding

A teacher may request to transfer to a vacancy for which he/she is certificated by contacting the personnel office in writing within ten (10) school work days of the posting up to April 15. After April 15, a teacher may request a transfer for the first five (5) work days of the posting.

Teachers requesting a transfer will not be penalized because of a request to transfer, or as a result of a transfer.

Regulation 4210 CR
Page 2

In the case of interbuilding transfers to a different building, the receiving Principal shall give his/her approval. Transfer during the school year shall not be made unless the Superintendent/designee has approved the transfer due to the timing of the transfer. If the timing of the transfer is denied, the effective date for the transfer will be the beginning of the next school year and the vacancy will be filled on a temporary basis. Interbuilding Transfers to another building will be determined by the Principal based on the selection criteria guidelines. Transfer requests after June 1 shall not be made unless the Superintendent/designee has approved the transfer request.

Where more than one teacher applies for a transfer to a single position all district teachers applying for the position will be interviewed. District teachers will be given preference over outside applicants if similarly qualified.

Candidates not selected will be given a statement describing the qualifications which served as the determining factors in the selection. Such notice will be sent only to the candidate. The teacher may request a meeting with the Principal to discuss his/her qualifications and interview summary.

In the event two (2) or more teachers are equally qualified, according to the interbuilding selection criteria, the teacher with the greatest seniority will be transferred.

If it is necessary to reduce staff in a building, the voluntary transfers from that building who are employed on a half-time or more basis in the District will be given priority. Voluntary transfers will not be implemented where the voluntary transfer would cause an involuntary transfer.

Francis Howell

June 01

Involuntary Transfers —Interbuilding

Causes

Involuntary transfers may occur as a result of an opening of a building, redistribution of students, realignment of staff, or other reasons where such transfers will improve the instructional program, and where no teachers have volunteered to transfer.

Procedures

The procedures for involuntary transfers only apply after all buildings have been staffed.

Teachers eligible to fill existing or anticipated vacancies will be asked to volunteer. A second request for volunteers will be made if necessary.

If there are no volunteers, teachers with the least seniority will be transferred first.

The final decision will be made by the Superintendent/designee.

**Regulation 4210 CR
Page 3**

Guidelines

No involuntary transfer will be made until the teacher has been provided with the reasons for the transfer. Any teacher affected by an involuntary transfer will be released by the Board from his/her contract if he/she so requests.

Written notification of involuntary transfers shall be made as soon as possible. No involuntary transfers shall be made after June 1 unless there is an unexpected change in enrollment.

Any teacher who is involuntarily transferred will be given priority consideration for any future vacancies for three (3) years at the building from which he/she was transferred. He/she will be the last one considered for any future involuntary transfers for three (3) years to other buildings.

An exception to the three (3) year provision may be necessary when an entire grade level is moved from one building to another. If an exception is required, Administration representatives will meet with the Association representatives to discuss and mutually agree upon the provisions of the exception.

~~When teachers' assignments have changed because their school has changed from single cycle to four cycles, they will be given preference over all voluntary transfers into the~~

Francis Howell

June 01

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~~building and will be given preference within their grade level over building teachers in other grade levels.~~

Selection Criteria – Interbuilding

The Principals will consider the following criteria in order when determining who shall be selected for a transfer:

1. Overall satisfactory evaluation
2. Compatibility with the position
Compatibility – is defined as appropriate certification and/or training, the teachers' philosophy of education, involvement with discipline, classroom organization and planning, teaching techniques, peer relationships and parent communication relating to the teacher's behavior within the school.
3. Francis Howell School District experience.
4. Teacher interest
5. Extra duty assignments-voluntary transfers only

Regulation 4210 CR
Page 4

Admin/BOE sign off (Agree with Changes)

Donal E. [Signature] 4/30/03

FHEA sign off (Agree with Changes)

Linda Hess 4/30/03
Bea Becker

Francis Howell

June 01

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