

#530818

AGREEMENT

BETWEEN

**THE PARKWAY SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

1,350 teachers & related

**THE PARKWAY
NATIONAL EDUCATION ASSOCIATION**

1999-2002

X-6/30/2002

20/6/1/6



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INTRODUCTION

The following agreements have been reached by the representatives of the Parkway Board of Education and the representatives of the Parkway National Education Association. We hereby submit these agreements to the Board and to the Parkway NEA for consideration and recommend their acceptance. The Board and the Association shall provide to each other appropriate evidence of final action.

Bruce Williams

Shonda Coleman

Bonnie L. Mader

William D. Meyer

Love McMillan

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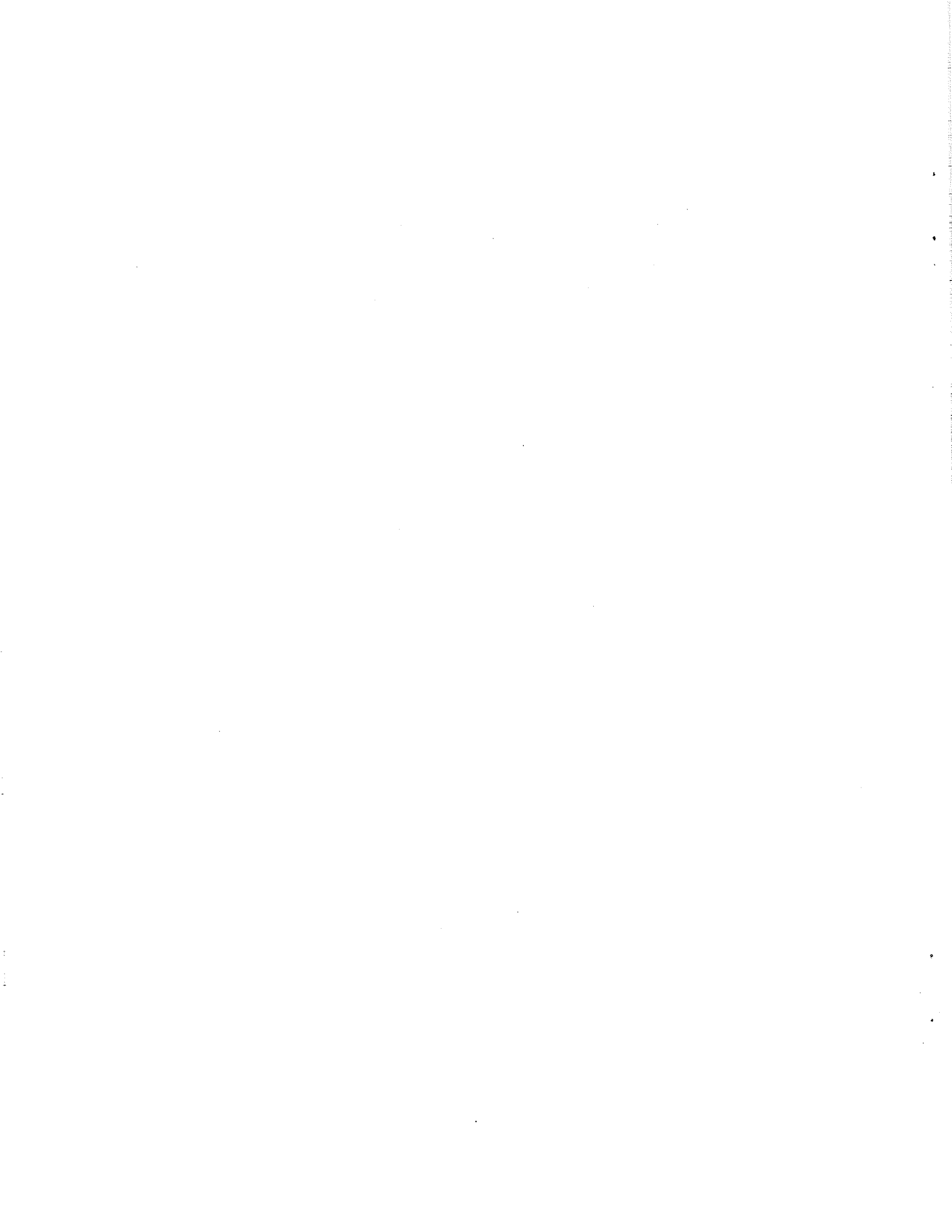
Leri Coleman

Doris Hoyt

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date of signing

5- March - 99



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ARTICLE I

**MUTUAL RECOGNITION AND EFFECTS OF
THE AGREEMENT**

The Parkway Board of Education, whose authority is strictly defined and delineated by statute, may only function in the manner and to the extent that is authorized to do so by Missouri statutes.

The Board of Education, under law, has the final responsibility of evaluating, establishing and determining policies for the school district. The Superintendent is delegated the responsibility and authority to implement the established policies, and the professional teaching staff has the responsibility to carry out established policies and administrative regulations.

The Board-Administration-Parkway NEA Statement of Relationships is the basis of formal discussions held with Parkway NEA representatives "for the purpose of arriving at agreements on proposals concerning salary, welfare provisions, working conditions, curriculum and any other item of education concern."

The District and Parkway NEA believe that continuing a collaborative effort in the negotiations process is in the best interest of both parties. In addition both parties will continue to foster a collaborative relationship through the Employee Relations Council.

The initial discussion of issues of concern to Parkway NEA and the Board of Education shall occur at Communications Labs attended by representatives of the Administration, the Association, and by the Board of Education.

A total package of articles agreed upon by Board and Parkway NEA representatives shall be recommended to the Board of Education and to the Parkway NEA. The material contained hereinafter records the agreements arrived at between the representatives of the Parkway Board of Education and the Parkway National Education Association following a series of meetings and discussions held between representatives of the Board and the Association. Any part accepted by the Board and adopted as policy or determined to be administrative regulations shall be printed in the Parkway Policy Manual. Procedures shall be implemented as stated. These agreements, upon acceptance by the Board and the Parkway NEA, shall be effective July 1, 1999 through June 30, 2002.

At least once during each year of this agreement, including the period prior to beginning discussions for a subsequent agreement, the Board and the Parkway NEA will conduct a one day Communications Lab to openly exchange information and present points of view regarding the issues each group feels should be introduced as topics of discussions and/or negotiation, and to seek mutual understand of the matters addressed.

1 **ARTICLE II**

2 **PUBLICATION OF THE AGREEMENT**

3 Those articles which have been agreed to or reaffirmed and which have been approved and
4 adopted by the Board as policy or as administrative procedure will become part of the Agreement
5 between the Parkway School District Board of Education and the Parkway National Education
6 Association and distribution to all teachers. Production cost of the Agreement shall be shared
7 equally by the District and the Association.

8
9 **ARTICLE III**

10 **CREDENTIALS**

11 Certificated personnel shall have the following credentials on file in the Department of Human
12 Resources prior to reporting for duty:

- 13 Teacher's Certificate
- 14 Official transcript of college courses
- 15 Federal and state withholding tax exemption certificates
- 16 Information for Public School Retirement System
- 17 Immigration and Naturalization Form I-9

18
19 **ARTICLE IV**

20 **PERSONNEL FILES**

21 A. Each employee may review the contents of his/her building personnel file by notifying the
22 school principal and may review the contents of the official personnel file kept in the
23 Administrative Center file by notifying the Director of Human Resources. The employee
24 may be accompanied by an Association representative to review his/her file or may
25 authorize, in writing, said representative to conduct such review.

26 B. With the exception of transcripts and teaching certificates, as required by law, the
27 individual shall be:

- 28 (1) notified of all material being placed in his/her files (Administrative Center
29 School). Any material which would adversely affect the employee will be dated
30 and signed by the employee and his/her supervisor;
- 31 (2) given a copy of this material;
- 32 (3) provided an opportunity to attach a written response to materials in the files.

33 C. Any material mutually determined by the District and the employee to be inappropriate or
34 invalid shall be removed from the employee's personnel file.

1 Upon request of the employee, any material which would adversely reflect upon the
2 employee will be removed from the employee's personnel file after five (5) years (as per
3 reference B-1) provided: (1) there are no other adverse documented incidents and/or (2)
4 the District believes said documents need not be retained due to Federal/State
5 legislation/guidelines or the potential for litigation.

6 E. Any material held by the principal and/or District without the knowledge of the employee,
7 and /or apart from the employee's official files, may not be utilized in any action which
8 would adversely affect the employee.

9 F. At any meeting in which a document might be signed which could adversely affect the job
10 security of an employee, the administrator will advise the employee of his/her right to have
11 a PNEA representative present.

12 **ARTICLE V**

13 **ASSIGNMENT**

14 I. Teachers accepting employment agree to accept the building assignment of the
15 Superintendent of schools.

16 II. Assignments Within A Building

17 The assignment of teachers to classes or grades within a building shall be made by the
18 principal after mutual discussions between the teacher and the principal. Previous re-
19 assignments within the building will be taken into consideration in an effort to avoid
20 repeated changes to any one teacher.

21 A. Re-assignment prior to the close of the school year

22 All teachers, other than new employees, shall be notified of their assignments within
23 their building for the next school year not later than the close of the current school
24 year.

25 B. Re-assignment after the close of the school year

26 An assignment within a building may be changed during the summer if required to
27 serve the best interests of the school system. Any such change must take into
28 consideration not only the needs of the building but also the professional
29 qualifications, seniority, and interests of the teacher. In the event of such change in
30 assignment, the teacher shall be promptly consulted prior to making the decision on
31 the change and shall be provided with a full accounting of the reason for the change.
34 Notice of the decision shall be provided to the teacher as soon as possible following
35 the decision.

1 **ARTICLE VI**

2 **TRANSFERS**

3 Section I - Philosophy

4 The District embraces the philosophy that teacher transfer is an effective vehicle to enhance the
5 strength of the school system and professional growth of the teaching staff.

6 The transfer process should enable teachers to be employed in positions that allow the greatest
7 utilization of their skills, strengths, and interests for the benefit of students, school, and district.
8 The transfer process is designed to facilitate the movement of teachers in a positive and timely
9 manner.

10 Preference in filling vacancies through the transfer process shall be given to current Parkway
11 employees over new hires.

12 Vacancies shall be filled on the basis of the following selection criteria:

- 13 A. Quality of teaching performance as determined by the District's Performance Based
14 Teacher Evaluation (PBTE) system.
- 15 B. Years of continuous teacher experience in Parkway (including approved Leaves of
16 Absence).
- 17 C. Educational preparation as determined by placement on a channel of the salary schedule.
- 18 D. Flexibility of possible teaching assignments as indicated by areas of certification.
- 19 E. History of co-curricular and other District involvement in the past one to three years.

20 Section II - Involuntary Transfers

21 Teachers who must be transferred to another building as a result of closed buildings, enrollment
22 decline, curriculum reorganization, or other District reorganization decisions will be given first
23 priority in filling vacancies for the following year.

24 Open positions for which teachers in the involuntary transfer process are qualified will not be
25 filled by voluntary transfers or new hires until all teachers who are being involuntarily transferred
26 are either recommended for a teacher assignment by a principal or assigned by the Area
27 Superintendent responsible for Human Resources or the Director of Human Resources.
28 Voluntary transfer requests will not be considered until all involuntary transferees have been
29 satisfactorily placed in a position for which they are qualified.

30 Selection of teachers to be retained in each building will be made by the building principal in
31 conjunction with the appropriate Area Superintendent and/or Instructional Coordinator. This
32 selection will be made in accordance with the selection criteria as stated previously, weighted on
33 the basis of the point system which follows. Whenever two or more teachers with

1 comparable positions are available to appropriately meet the stated needs of the building, the
2 teacher with the lowest total number of points credited shall be transferred. In declaring
3 overages, the principal will give preference to any teacher who volunteers to transfer. In such
4 instance, the teacher volunteers will be considered involuntary transfers for the purpose of
5 placement in other vacant District positions.

6 A. TEACHING PERFORMANCE

7 Counselors, Librarians and Teachers earn points for meeting expectations on the most
8 recent summative evaluation based on the following schedule:

9 Counselors - .31 per criterion

10 Librarians - .45 per criterion

11 Teachers - .50 per criterion

12 A maximum of 10 points may be earned.

13 B. YEARS OF CONTINUOUS TEACHING EXPERIENCE IN PARKWAY
14 (INCLUDING APPROVED LEAVES OF ABSENCE) (seniority)

15 Teaching Experience - 1/2 point for each year of continuous teaching experience in
16 Parkway up to a maximum of 10 points.

17 C. EDUCATIONAL PREPARATION

18 BS/BA = 1 point
19 BS/BA + 15 = 2 points
20 MA = 4 points
21 MA + 15 = 5 points
22 MA + 30 = 6 points

23 D. AREAS OF CERTIFICATION

24 Each area = 1 point (Maximum of 5 points)

25 E. CO-CURRICULAR INVOLVEMENT AND OTHER CONTRIBUTIONS TO THE
26 SCHOOL/DISTRICT = 0 TO 5 POINTS

27 Teachers to be reassigned shall be provided notice of all anticipated vacancies as close to April 1st
28 as possible. Teachers shall be notified of all additional vacancies as they become available.
29 Teachers to be reassigned will indicate their preference for up to three (3) vacancies on the
30 "Involuntary Transfer Request Form" to the Human Resources Department within five (5)
31 teaching days of the announced vacancies. The Human Resources Department shall refer teachers
32 to buildings, based on the teacher's preference, for consideration by the building principals.

1 will meet with those involuntary transfers who have indicated interest in their schools. Teachers
2 should not contact principals directly about available positions.

3 The Human Resources Department will be ultimately responsible for placing teachers into
4 available vacancies. Every effort shall be made to place teachers subject to reassignments in those
5 positions which most closely match their experience in subject or specialty area, grade level,
6 educational background and desire to teach that position. In placing teachers, the Human
7 Resources Department may consider the criteria and the ranking order of the teachers, based on
8 total number of points accrued.

9 If an opening occurs before the start of school in a building in which there was an overage
10 declared, teachers who were involuntarily transferred will be reassigned to the original building,
11 if certified for that opening. A teacher may request to remain in the position to which he/she had
12 been transferred by providing written notice to the Director of Human Resources.

13 Section III - Voluntary Transfers

14 Throughout the school year, the school district will make known to the certified staff all vacancies,
15 including vacancies in administrative positions. The announcement of vacancies will indicate
16 certification requirements, subject areas, anticipated grade levels, deadline for applying and school
17 location. These vacancies will be listed weekly in a Vacancy Bulletin. After the end of the school
18 year, vacancies will be announced on the Human Resources Department's special recorded
19 telephone listing. The telephone number will be published for all staff and teachers, prior to the
20 end of the school year. Openings will be listed as they become available. The date of posting shall
21 be clearly indicated in the vacancy announcement.

22 Building principals or their designee(s) shall be required to post vacancies for five (5) working
23 days beginning on the date indicated in the vacancy announcement. All such announcements shall
24 be placed on bulletin board and such other prominent locations where employees have usual and
25 continued access. Teachers shall not contact principals directly, but should contact the Human
26 Resources Department for information concerning vacancies.

27 Teachers must apply, in writing, on the "Request For Transfer" form to the Human Resources
28 Department for posted vacancies within five (5) working days of the vacancy announcement.

29 After the request for transfer has been submitted, the teacher shall:

- 30 A. Be interviewed by the prospective principal and other appropriate personnel within five (5)
31 working days, whenever possible.
- 32 B. Have additional interviews or conferences as may be required.
- 33 C. Be notified of the decision as soon as possible by the Director of Human Resources.

34 Principals must consider the selection criteria in Section I in making their selection. Principals
35 should also consider the total years of service in Parkway within specific areas of certification

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1 applicable to the position. Principals must be able to validate to the Area Superintendent
2 responsible for Human Resources or the Director of Human Resources, the proper consideration
3 and application of these criteria in regard to their recommendation of an individual who is
4 currently not employed under a regular teacher's contract in the District.

5 Any teacher granted a voluntary transfer for the current school year will not be eligible for another
6 transfer until the following year.

7 The transfer process must be followed if a vacancy arising during the school year is to be filled
8 permanently.

9 Parkway teachers interested in transferring to a position which may become available up to the
10 beginning of the school year (the first day all teachers must report to work) must notify, in
11 writing, the Human Resources Department. Such notice of interest in a vacancy which may occur
12 (open transfer request) shall include the school(s), subject and/or grade level. Transfer requests
13 shall be valid only for the positions(s) indicated by the teacher on the request form.

14 Teachers who are currently assigned to positions in more than one building, who wish to be
15 assigned to a single building, will be considered as voluntary transfers and will be given,
16 consideration as required by the transfer process.

17 Notwithstanding any provision outlined above, assignments may be changed by the
18 Superintendent of Schools as required to serve the best interests of the total school system.

19

20

ARTICLE VII

21

REDUCTION-IN-FORCE

22 1. In the event a reduction in force is required due to financial limitations or lack of student
23 enrollment, the district may reduce throughout the ranks of employees rather than just
24 among teachers. After normal attrition and early retirement incentives, reductions in the
25 teaching staff will be made on a district wide basis by area of certification. Within each
26 area, the professional staff will be reduced in the following order:

- 27 a. Part time probationary
28 b. Full time probationary
29 c. Tenured

30 2. When reducing teaching positions, the quality of teaching performance, as determined by
31 the Parkway Professional Teacher Plan, and district seniority will be utilized. For all
32 applicable purposes, the seniority of tenured teachers who elect to take a part-time contract
33 will be prorated on the basis of the ratio of part time to full time employment. The District
34 may give special consideration to the retention of teachers for the purpose of meeting
35 current compelling district needs such as retention of minority personnel and/or personnel
36 holding specific certification or degree required for critical teaching assignments. The
37 decision on this matter will be made exclusively by the Department of Human Resources.

1 3. Teachers will be ranked by the number of criteria marked in the performance categories.
2 Those with the highest number of marks in the first category, indicating performance
3 below expectations will be reduced first.

4 If the number in the first-category is not sufficient to meet the reduction need, then the
5 marks in the second category, indicating areas that need attention, are ranked in the same
6 manner. Teachers marked only in categories reflecting performance at or above Parkway
7 expectations will be ranked by seniority. Teachers with the same starting dates will be
8 ranked by random draw to establish single ranking positions. The starting date shall be
9 determined by the first day of contracted teacher employment.

10 4. Teachers on approved leaves of absence at the time a reduction in staff takes place will be
11 considered in the decision process as if they were actively teaching at the time.

12 5. **Conditions of Reduction**

13 a. Teachers who have been affected by staff reduction, if they desire, shall have priority
14 on the substitute list, according to seniority.

15 b. Any tenured teacher who would have qualified for retirement during the reduction year
16 shall be permitted to teach that year so as to acquire the last year of needed service.
17 Teachers will lose this privilege if they are the last individual within their respective
18 group to be reduced.

19 c. Leaves of Absence may be granted by the Board, upon written request, when a
20 reduction of staff is necessary in compliance with the Leave of Absence policies of the
21 District.

22 d. During said reduction, affected teachers shall receive insurance benefits at the
23 District's expense for a period of three (3) months, and at the teacher's expense
24 thereafter. Affected teachers may remain with the District's group insurance, at their
25 expense, as long as they are not eligible for membership in another plan, for a period
26 of no longer than thirty-six (36) months from the date of the reduction.

27 e. The fact that tenured teachers are affected by staff reduction shall not result in the loss
28 of status or credit for previous years of service. Upon return to the District, they shall
29 assume the step position on the salary schedule which they would have held in the
30 year following the reduction.

31 f. New teachers will not be employed by the District while there are tenured teachers of
32 the District who are laid-off, unless there are not laid-off teachers with proper
33 certification and qualifications to fill any vacancy which may arise.

34 6. Teachers affected by a reduction-in-force will be subject to recall for a maximum period of
35 three(3) years. Teachers will be recalled as vacancies occur in the reverse order from
36 which they were laid-off.

1 **7. Recall Notice**

2 The District will give written notice of recall from layoff by sending a registered or
3 certified letter to said teacher at his/her last known address. It shall be the responsibility of
4 each teacher to notify the District of any change in address. The teacher's address, as it
5 appears on the District's records, shall be conclusive when used in connection with
6 layoffs, recalls, or other notices to the teacher. If a teacher fails to accept notice of recall
7 within ten (10) calendar days from the date of sending the recall, unless an extension is
8 granted in writing by the District, said teacher shall be considered to have voluntarily
9 terminated his/her individual employment contract and any other employment relationship
10 with the District.

11 **ARTICLE VIII**

12 **EARLY RETIREMENT**

13 **EARLY RETIREMENT INCENTIVES:**

- 15 1. The following early retirement incentive will be available to employees who meet the
16 following criteria,
17 a. Have at least ten (10) years of service with the district.
18 b. Have between twenty-five (25) and thirty (30) years of credited service in the
19 Missouri Public School Retirement System.

- 20 2. For the four (4) year period covered by the Contract for Early Retirement Services, the
21 District will continue to pay for the employee the insurance premium for medical, dental,
22 life, and vision coverage as provided for all full-time employees. Eligible dependents may
23 be covered during this period by the employee directly paying the premium to the district.

- 24 3. The District has the option to offer additional incentives as needed to address specific
25 demographic, monetary or staffing needs. The District and the PNEA will collaborate in
26 developing the specific features of any such plan.

- 27 4. Program Requirements. The following provisions are a part of the Early Retirement
28 Incentive Program.

- 29 a. The employee's request to participate in the Early Retirement Program shall
30 include a statement that if the request is approved by the Board, the employee
31 resigns as a full time employee of the District, effective at the end of the current
32 school year. This decision to retire is irrevocable when accepted by the Board of
33 Education, except in very unusual circumstances. The employee's request for
34 early retirement will be submitted to the Department of Human Resources by the
35 end of the third week in January.

36 The Superintendent may recommend at any time that an employee be able to enter
37 into a Contract for Early Retirement Services.

1 The Board of Education may reopen the Early Retirement policy at other times as it deems
2 necessary.

3 b. The board of Education may, at its sole and absolute discretion, accept or reject an
4 employee's request to participate in the Early Retirement Program. In making its
5 decision, the Board will consider all relevant circumstances, including the
6 District's staffing needs and its effort to maintain a high quality staff..

7 c. Following Board approval of the request for Early Retirement, the parties will
8 execute a Contract for Early Retirement.

9 d. Payments for substitute teaching or alternate services are subject to all legally
10 required state and federal taxes but are not eligible as contributions to Missouri
11 Public School Retirement System.

12 5. Required Service and Compensation Plan:

13 All employees granted coverage as a provision of early retirement are required to provide
14 the equivalent of one (1) six-hour day of service during each of the four (4) years of
15 coverage.

16 a. Services to be performed that will satisfy the employee's obligation to the
17 District will:

- 18 i. be in support of the teaching curriculum and
19 ii best utilize the experience and skills of the employee

20 b. Such services may include but are to limited to:
21 curriculum development
22 workshop development and/or presentation
23 elementary school camp planning and supervision
24 field trip supervision
25 student testing
26 athletic contest administration
27 tutoring
28 substitute teaching
29 teacher mentor/assistance program
30 and other activities agree to by the school principal with the approval of the
31 Director of Human Resources.

1 **ARTICLE IX**

2 **SCHOOL CALENDAR**

3 The school calendar of the Parkway School District during the term of this agreement shall be no
4 more that 191 teacher employment days, (including preschool workshops, school attendance
5 days, paid legal holidays, teacher professional meetings, teacher/parent conferences, professional
6 development and record days.) At the elementary and middle school, the calendar shall include a
7 full records day scheduled at the end of the first two trimesters. At the high school the calendar
8 will include a full records day scheduled at the end of the first semester and half records days at
9 the six week grading periods that coincide with the K-8 trimester records days. The remaining
10 portion of these two days will be used for curriculum/professional development activities as
11 determined by the district. The Records Day for the third trimester/second semester will be
12 determined no later than May 1 and will be based upon the availability of days allocated but not
13 utilized for inclement weather. A Records Day is defined as a full workday of teacher initiated, in-
14 building activities.

15 In cases where pupil attendance days are lost due to inclement weather or other factors and must
16 be made up in order to meet minimum state requirements, (174 days and 1044 hours), utilization
17 of professional development days , teacher/parent conferences, workshops, record days, and
18 Spring Break days may be considered prior to adding additional days to the school calendar.

19 Each year a committee jointly selected by the President of Parkway NEA and the Superintendent
20 will review proposed academic calendars prior to making recommendations to the Superintendent
21 and Board of Education. In the event that a change becomes necessary after the calendar is
22 adopted by the Board of Education, the Parkway NEA President will be consulted regarding the
23 proposed change.

24 A task force, jointly selected by the President of Parkway NEA and the Superintendent, will be
25 established to study and make recommendations to the Superintendent on: (1) the use of
26 professional time and flexibility needed to package the calendar and school day to achieve better
27 opportunities for students and staff and (2) the relationship between professional growth,
28 evaluation, and compensation. Such recommendations will be studied and may be implemented
29 beginning with the 2000-2001 school year. Funding may be provided to implement any
30 recommendations.

28 **ARTICLE X**

29 **SCHOOL HOURS**

30 To facilitate student supervision and safety as well as teacher contact opportunities, school hours
31 for teachers will be defined as beginning twenty (20) minutes before the opening of school each
32 day and ending twenty (20) minutes after the scheduled dismissal of pupils.

34 Other than in emergency situations, teachers will not be required to assume any building duties
35 prior to twenty (20) minutes before the start of the school day, nor following a twenty (20) minute
36 period after the school day.

1 In addition to the regular hours of duty, attendance at meetings or conferences called by the
2 principal's or Superintendent's office are considered a part of each teacher's professional
3 responsibility, provided such meetings are held at reasonable times and with reasonable notice and
4 provided such meetings are of reasonable frequency and duration. Parkway teachers are
5 professional and agree to perform duties outside of the schoolday that promote student
6 success. Teachers' refusal to comply with reasonable requests may be reflected on their
7 evaluation. Teachers whose workday ends earlier than the regular school day shall attend faculty or
8 departmental meetings, or such other meetings scheduled at times adjacent to their scheduled day,
9 or attend those scheduled before or after the regular school day. Work on professional
10 committees outside the regular school day will be strictly voluntary.

11 The staff and administration in schools that hold parent/teacher conferences will mutually develop
12 a conference schedule which meets the needs of the program, as well as the reasonable needs and
13 expectations of the staff and parents. Conference dates may be established district or area wide
14 to minimize conflicts.

15 Compensatory time will be provided staff members for the district designated parent/teacher
16 conferences held after school and/or evenings. The placement of compensatory time will be
17 scheduled by the calendar committee as defined in Article IX.

18 **ARTICLE XI**

19 **TEACHING LOAD**

20 The normal teaching load for high school teachers will be twenty-five (25) periods per week, plus
21 five (5) planning periods per week. Planning time will be used by the teachers to perform the
22 myriad of professional duties, including those outlined in the Parkway Professional Teacher
23 Plan. Reasonable requests by administrators to attend meetings, conferences, etc. are within the
24 spirit of this language. A high school teacher may teach an additional period with compensation
25 only in emergency situations and after the district has made every effort to resolve the staffing
26 deficiency. The stipend paid for this assignment will be \$2800 per semester.

27 The normal teaching load for middle school teachers will be twenty-five (25) periods per week,
28 plus five (5) planning periods and five (5) building periods per week. The five building periods
29 will be assigned by the principal and be utilized for activities including, but not limited to ISS,
30 conferences, team planning, individualized instruction and such other appropriate activities as
31 necessary to fulfill the instructional and administrative requirements of the building. In lieu of a
32 building period, a middle school teacher may voluntarily teach an additional period at the
33 principal's discretion. The scheduling of any programs or activities must comply with established
34 language in regards to teaching load in the secondary schools.

35 Elementary teachers will be provided 250 minutes for preparation per week, with not less than
36 thirty (30) continuous minutes of planning time provided each day and the remaining time
37 scheduled in blocks of not less than twenty (20) minutes each. Every effort will be made to
38 provide an additional thirty (30) minutes of team planning time per week. In providing individual
39 and team planning time the school will attempt to avoid increasing the enrollment in

1 elementary specialists' classes (i.e. vocal music, art and physical education) to a level above that
2 of a regular classroom teacher. Concerns regarding enrollment in specialists' classes should be
3 discussed with the principal. If the matter cannot be resolved it will be referred to the Area
4 Superintendent responsible for that school and the Director of Human Resources.

5 The teacher's planning time generally will be utilized for activities as determined by the teacher

7 **ARTICLE XII**

8 **TEACHING CONDITIONS**

9 Because Parkway is committed to the philosophy and practice of participatory management and
10 shared decision making, principals and other administrators will be responsible for creating in
11 each school an environment which allows teachers and other school employees to freely express
12 their professional views in shaping building decisions. Furthermore, it is the desire of the school
13 district to establish and maintain teaching conditions which will promote efficient and effective
14 teaching and learning. The district will continue to monitor pupil/teacher ratios.

15 Because of the varying needs of the different instructional programs which are offered in the
16 school district and varying instructional needs of the students, the school district believes that it is
17 imperative to maintain flexibility in establishing pupil teacher ratios. Input from teachers,
18 specialists, counselors, administrators and parents shall play a significant role in the creation of
19 heterogeneous classes which provide optimal learning conditions in each classroom.

20 A teacher shall communicate, in writing, with the principal specific reasons that he/she feels
21 his/her class enrollments will adversely affect the quality of the instructional program. A copy
22 will be sent to the appropriate Area Superintendent. If unable to resolve the problem, the principal
23 shall review this report with the Area Superintendent. Where evidence exists to modify
24 pupil/teacher ratios, or where the problem could be resolved by other appropriate action,
25 adjustments will be accomplished in the most equitable manner possible. The principal will
26 respond to the teacher regarding the disposition of the matter within two weeks.

27 The District and school shall strive to limit the size and balance the composition of all classes,
28 including specialists, encore, and elective classes, so as not to exceed the number of students
29 which can safely and effectively be served in each function or discipline.

1 principal and staff in each elementary school will review and develop a building schedule to minimize
2 the scheduling conflicts. If a mutually developed plan cannot be reached, the principal will resolve
3 the issue.

4 **EMPLOYEE RELATIONS COUNCIL**

5 Any problem affecting Parkway teachers that cannot be resolved at the building level will be
6 addressed through the Employee Relations Council.

7 **ARTICLE XIII**

8 **ADMINISTRATIVE INTERNS**

9 Administrative Interns must be enrolled in, or have completed, an administrative program leading
10 to Missouri AAA Certification at an accredited college or university.

11 Administrative Interns will serve in an administrative capacity and may be involved in formative
12 teacher evaluations. Administrative Interns must receive training in Performance-Based
13 Evaluation, prior to participating in formative evaluations. A teacher, while serving in an
14 Administrative Intern position, shall continue to accrue service credit on the salary schedule and
15 shall be entitled to all privileges, rights and benefits of employment applicable to other teachers.

16 Teachers serving as Administrative Interns will not, however, accrue tenure credit during the
17 period of time in which they serve.

18 A teacher may serve in the internship program for a maximum term of three (3) years. At the end
19 of the three (3) year period, the teacher shall be placed in a teaching position for which he or she is
20 certified or shall be placed in an administrative position for which the person is qualified.

21 **ARTICLE XIV**

22 **ABSENCE FROM DUTY/SUBSTITUTE TEACHERS**

23 When it is necessary for a teacher to be absent due to illness or other cause, he/she shall notify the
24 building principal or the principal's designee as soon as possible in order that arrangements may
25 be made for a substitute teacher.

1 The school district will make every effort possible, within the established employment policies
2 and guidelines, to secure qualified substitute teachers to replace regular teachers when they are
3 absent.

4 Teachers will not be asked to serve as a substitute teacher during the school day, except in
5 emergency situations.

6 Teachers may recommend to their principals potential substitute teachers who they feel are
7 qualified to teach their classes during their absence. When these recommendations are sent by the
8 principal to substitute callers, every reasonable attempt will be made to contact the requested
9 substitute.

10 Substitute teachers shall be compensated at the daily rate established by the District. A substitute
11 teacher who is continuously assigned to the same position for fifteen (15) or more working days
12 shall be compensated on a per diem rate based on the first step, BS Channel, of the regular teacher
13 salary schedule. Said compensation shall be retroactive to the first day of the assignment.

14 **ARTICLE XV**

15 **DUTY FREE LUNCH**

16 Every teacher will be provided a daily minimum of thirty (30) minutes duty free lunch.

17 **ARTICLE XVI**

18 **ATTENDANCE AT PROFESSIONAL MEETINGS**

19 When school is dismissed for local, regional or state teachers' meetings, teachers who do not
20 belong to those organizations or do not plan to attend the meetings shall report for duty to their
21 regularly assigned buildings on days these meetings are held.

22 Teachers who desire to attend other professional meetings shall complete, in triplicate, an
23 "Application for Convention Attendance" thirty (30) days prior to the date attendance is
24 requested.

25 Principals may recommend that teachers be excused from their regular teaching assignments for
26 the purpose of attending conferences, workshops, or seminars and to view other instructional
27 techniques and programs. Teachers wishing to participate in any of these activities should notify
28 their principal of their interest.

29 In the interest of providing release for professional development, the Board, within budget
30 limitations, will maximize the number of staff development release days to accomplish established
31 staff development objectives.

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ARTICLE XVII

TEACHING FACILITIES

- A. It is the District's responsibility to maintain a healthy and safe learning/teaching environment for students and staff on school grounds and in all Parkway facilities.

When interruptions in heating or cooling systems occur, corrections in the system will be made as soon as possible. When the physical climate of a building, or an area within a building, becomes temporarily unsuitable for teaching and learning, the Superintendent of Schools or his/her designated representative shall take appropriate action to resolve this difficulty. If the situation cannot be resolved, classes shall be relocated or, if necessary, dismissed. In cases where school is dismissed, staff members shall be released without loss of pay when no longer needed to supervise students.

The principal, in cooperation with the Facilities Department, will investigate (1) heating or cooling conditions which require the wearing of apparel inappropriate to the season, or (2) building areas affected by mold and mildew problems, or (3) air quality problems, to determine if they are chronic or persistent. Findings and their implications will be communicated to staff.

When the principal and the appropriate Area Superintendent determine a health or safety problem to be chronic and persistent, appropriate action will be taken.

- B. All teachers will be provided with a designated station and reasonable sufficient lockable storage space.

ARTICLE XVIII

TRAVELING TEACHERS

- A. A traveling teacher is defined as a person whose assignment requires that he/she teach in more than one school. Principals shall provide traveling teachers with adequate travel time in addition to preparation time and lunch period provided to all teachers in the district.

- B. Each principal shall provide traveling teachers with a designated teaching station and reasonably sufficient, lockable storage space. Upon evidence of a parking problem at a particular school, a principal will make an effort to reserve parking space for the traveling teacher.

- C. Mileage reimbursement for traveling teachers will be the allowable IRS mileage rate in effect on July 1st of each year and will remain the same for the full school year.

1 D. Traveling teachers currently assigned positions in more than one building, who wish to be
2 assigned to a single building will be given consideration during the interview process for
3 voluntary transfers in the Assignment and Transfer Policy.

4 **ARTICLE XIX**

5 **RELEASE OF CONTRACT**

6 Teachers' requests for release of contract shall be in writing and directed to the Area
7 Superintendent of Human Resources. The Board of Education will approve requests for the
8 release of contract provided the requests are made on or before June 15, preceding the effective
9 date of the contract. If requests for release of contract are submitted after June 15, the Board of
10 Education will consider release of contract for the following reasons only.

11 **Health**

12 Requests for release of contract for health reasons shall include certification by a physician that
13 continued employment will have detrimental effects on the health of the teacher.

14 **Transfer of Spouse**

15 When change of employment by a teacher's spouse requires the transfer of a teacher's residence
16 from the St. Louis area, the Board of Education may grant a release conditional upon employment
17 of a duly qualified replacement. In most instances, the teacher will be required to fulfill the terms
18 of the contract until a replacement can be found.

19 **Other Reasons**

20 Recognizing that the teacher's contract is a legal document which binds both the teacher and the
21 Board of Education, the attitude of the Board of Education will be one of general disapproval for
22 requests for release of contract for reasons other than health or transfer of spouse.

23 At all times, the Board of Education will hold the welfare of pupils paramount in considering
24 release of contract for teachers, and releases of contracts, if granted, will be only for the most
25 urgent and compelling reasons.

26 **ARTICLE XX**

27 **EVALUATION**

28 Teacher evaluations shall be based on the Parkway Professional Teacher Plan.

29 Implementation of the Parkway Professional Teacher Plan, developed by the District in
30 collaboration with Parkway NEA, will begin with the 1999/2000 school year. The plan is part of
31 the district guidelines but is not part of this Agreement.

- 1 The District ensures that the Parkway Professional Teacher Plan, process and procedures
2 incorporate the following fundamental rights. The rights, as described in sections A through K.
3 will continue to be part of the agreement, specifically Article XX "Evaluation," throughout the
4 term of this Agreement. The District, furthermore, will establish all policies needed for the
5 protection and enforcement of said rights.
- 6 A. *Parkway teachers have the right to a fair and just performance evaluation* which shall be
7 based on performance standards clearly defined by appropriate descriptors generally known and
8 validated by professional standards accepted by the teacher profession.
- 9 B. *Teachers, upon employment, annually and as may be necessary, shall be informed*
10 *through inservice programs provided by the district of the criteria, methods and procedures which*
11 *are utilized by the district in evaluating teaching performance.*
- 12 C. *Teachers' evaluations will be based upon expectations and criteria* related to classroom
13 *performance and other professional expectations related to their regular hours of employment and*
14 *will not be influenced by activities, circumstances and events occurring outside of the teacher's*
15 *workday.*
- 16 D. *Teachers shall have the right to be evaluated by principals and other administrative*
17 *personnel who will have been appropriately trained* and possess the skills necessary to conduct
18 an effective, fair and just evaluation.
- 19 E. *Teachers shall have the right to an evaluation based on the collection of data* and
20 *information inherently related to the established performance standards and criteria which are*
21 *quantitatively and qualitatively sufficient for the evaluator to reach a well-founded conclusion*
22 *regarding the performance of the teachers over an appropriate length of time.*
- 23 F. *Teachers shall have the right to receive written periodic performance review reports* and
24 *to confer with the evaluator as needed.*
- 25 G. *Teachers shall have the right to timely and informative informal (verbal) and formal*
26 *(written) notice* whenever the evaluator believes that the teachers' performance may be lacking or
27 otherwise failing to meet expected standards.
- 28 H. *Teachers shall have the right to assistance* as may be needed and appropriate to help the
29 *teacher improve his/her performance. Said assistance shall be provided by the district at district*
30 *expense. The teacher shall have the right to participate in developing any performance*
31 *improvement plan.*
- 32 I. Teachers shall have the right to *timely full disclosure* and copies of any document which
33 is in any way to be utilized as the basis for the evaluation of his/her performance.
- 34 J. *Teachers shall have the right to be represented by the Parkway National Education*
35 *Association* in any matter of concern to the teacher regarding his/her evaluation.

1 K. Teachers shall have the right, to file a grievance in the event the teacher believes the
2 established evaluation process has not been followed. During the Data Collection Component of
3 the evaluation process, teachers and principals will work cooperatively with access to the
4 grievance procedure for process only. If the final Summary Report contains any rating of less
5 than "Performance Expectations" and the teacher has failed to achieve the Professional
6 Improvement Plan, the teacher may follow the grievance procedures, through Level 4B, except
7 Level II and fact finding is not an option, and the decision of the Superintendent is final.
8 However, by mutual agreement between the Superintendent and the Parkway NEA, the grievance
9 may be processed through advisory fact finding (Level III) of the grievance procedure.

10 A probationary teacher notified of the nonrenewal of his/her contract has the right under Section
11 168.126 of the Teacher Tenure Act to request a statement of the reasons his/her employment is
12 being terminated. Before an adverse action can be taken against a permanent teacher, the teacher
13 has the right to substantive and procedural due process as specified in the Teacher Tenure Act.
14 Any adverse action taken by the district as a result of a permanent teacher's conduct shall be for
15 just cause as defined in Section 168.114 of the Teacher Tenure Act.

16 **ARTICLE XXI**

17 **TEACHER MENTOR PROGRAM** 18 **(PROFESSIONAL DEVELOPMENT COMMITTEE)**

19 The statutory requirements for the Professional Development Committee will be followed and
20 implementation of these requirements will be addressed through the Parkway Professional
21 Development Committee (PPDC).

22 The Parkway Professional Development Committee (PPDC) shall be responsible for the
23 development of a "Teacher Mentor" program to assist beginning teachers in their professional
24 development and to meet certification requirements in accordance with state law and Department
25 of Elementary and Secondary Education rules and regulations. Experienced teachers new to
26 Parkway will also be provided with appropriate mentoring support.

27 Teacher mentors with appropriate experience shall be appointed by the principal from a pool of
28 volunteers. Generally, mentors shall be of the same grade level and/or subject area as the teacher.
29 If there are no volunteers, the principal will assign a teacher. Teacher mentors shall be provided,
30 at district expense, appropriate training to discharge their mentoring responsibilities in the
31 mentoring program. All monies received from the state for the mentoring program will be applied
32 to the district's program.

33 **ARTICLE XXII**

34 **TERMINATION OF TEACHER EMPLOYMENT** 35 **(NON-RENEWAL OF CONTRACTS - PROBATIONARY TEACHERS)**

36 The Missouri Tenure Law establishes conditions under which probationary teachers' contracts are
37 not renewed. In addition to the law, the Parkway School District will use the following due
38 process procedure for probationary teachers.

1 As soon as a principal anticipates that a non-renewal recommendation may be necessary for a
2 probationary teacher, he/she will advise the teacher at the time of the non-renewal possibility. A
3 formal non-renewal notification will be made in conjunction with the summative evaluation.
4 However, these notifications or lack thereof will not diminish the District's right to non-renew any
5 probationary teacher as provided for in the Teacher Tenure Act.

- 6 1. A probationary teacher recommended for non-renewal of contract may request an
7 administrative hearing with the appropriate Area Superintendent.
- 8 2. The building principal may be present at the the administrative hearing at the request of the
9 Area Superintendent or teacher.
- 10 3. Prior to the hearing, the teacher shall have the right to respond to any document in his/her
11 personnel file relating to the non-renewal of the contact to which no written response had
12 previously been attached.
- 13 4. The teacher may have a representative accompany him/her at the hearing.
- 14 5. The teacher and principal may bring documentation, which has previously been presented
15 within the evaluation process, if they believe it is appropriate to their position.
- 16 6. The teacher shall have the right to appeal the decision to the Superintendent of Schools
17 prior to recommendation for non-renewal of contract being presented to the Board of
18 Education.

19 **ARTICLE XXIII**

20 **ACADEMIC FREEDOM**

21 The Board of Education believes that the existence and progress of a democratic society and the
22 fulfillment of the Parkway School District mission demand freedom of teaching and freedom of
23 learning. The nature of American democracy requires that citizens be provided freedom to listen
24 to various sides of an issue, sort out the facts, and arrive at independent conclusions.

25 The Board of Education expects staff members to include in the curriculum topics and teaching
26 strategies, relative to the maturity and needs of students in accordance with district policy, that will
27 produce an informed person who is able to deal intelligently and rationally with problems and
28 issues with which he/she is or will be confronted as a member of society. The Board of Education
29 expects staff members, in examining various sides of an issue, to promote objectivity and critical
30 analysis.

31 Because learning is essential to the preservation of a free society, the Board also affirms the
32 students' freedom to learn by searching for knowledge and truth. Freedom to learn includes the
33 right of the learner to study, discuss, debate, or hold divergent and/or dissenting views.

1 The Board accepts the responsibility for the protection of academic freedom and will give
2 support, within the law, to staff members and students who exercise this freedom responsibly in
3 the schools. No adverse actions will be taken against teachers who refuse to suppress students'
4 clearly established constitutional rights of free expression.

5 **ARTICLE XXIV**

6 **PARENT OR STUDENT COMPLAINTS DIRECTED TOWARD EMPLOYEES**

7 The Board of Education recognizes that situations may arise in which parents, citizens, taxpayers,
8 students and residents have concerns or complaints about school personnel. Such concerns are
9 best handled through direct communication with the staff member in question and/or the
10 supervisor of the staff member. Staff members are to be notified of formal complaints filed
11 against them by any party mentioned in this policy. The District and Parkway NEA believe the
12 parents and students have the right to voice their dissatisfaction regarding any matter of concern.
13 Staff members have the responsibility to attempt to resolve these concerns in an appropriate and
14 effective manner. Teachers and administrators will cooperate to resolve student and/or parents
15 complaints by focusing on finding a solution to the problem and by utilizing appropriate problem,
16 solving techniques.

17 Concerns or complaints must first informally be directed to the employee involved. If the
18 complainant is unable to resolve the issue with the employee directly, the complaint will be
19 brought to the attention of the school principal or employee's supervisor. The principal and/or
20 employee's supervisor will arrange for a conference involving the employee and the complainant,
21 within five (5) working days. No action of any sort shall be taken by the principal and/or
22 employee's supervisor on the complaint prior to such a conference unless such action is required
23 to protect the health and safety of the parties involved. The principal and/or supervisor may serve
24 as a facilitator of any meeting between the parties involved. If the complainant is unable to
25 resolve the problem with the employee directly and the supervisor has not been involved, the
26 complainant should informally address the supervisor about the concern. The supervisor, after
27 consulting the employee(s) involved, shall attempt to respond and, if possible, resolve the concern
28 or problem.

29 If the complainant is unable to informally resolve the concern or problem, the following process is
30 to be utilized.

31 The complainant is to request, complete, and submit District Complaint Form #115. On
32 the form, each complainant will be required to identify the employee(s); specifically state
33 his/her concern regarding the employee(s); indicate with whom the complainant discussed
34 the matter in order to resolve the concern or the problem; indicate time and dates when
35 such discussion occurred; briefly state the results of any discussion; indicate remedies
36 about how the employee or the District could resolve the problem or complaint; and if the
37 complaint could be resolved, how the change would benefit the District, staff, schools,
38 and other related audiences.

1 To assure prompt resolution, the complainant must file a complaint as soon as all other attempts at
2 resolution have been complete or perceived to be concluded. The complainant must file the
3 complaint with the Superintendent's Office. The following procedure shall be used in processing
4 the complaint:

- 5 1. The employee(s) and the employee's supervisor shall be advised immediately and receive a
6 copy of any formal complaint filed with the Superintendent by parents, students,
7 taxpayers, citizens, and residents.
- 8 2. The Superintendent or his/her designee shall hold a conference with the complainant, the
9 employee(s), the employee's supervisor, and, if requested, the employee's representative.
10 prior to taking any action on the matter.
- 11 3. The employee(s) and the employee's supervisor shall be advised if the complaint, with its
12 resolution, will be placed in the employee's permanent file. The employee may add a
13 response to the complaint form by contacting the Human Resource Office, and may attach
14 other documents as the employee(s) may deem appropriate.
- 15 4. Unsubstantiated, frivolous, malicious and/or vexatious charges shall not be placed in the
16 employee's permanent file. Any dispute regarding the placement or recording of
17 complaints in the employee's personnel file shall be processed through the grievance
18 procedure. All such grievances shall be filed commencing at Level Three.

19 The Superintendent and /or his representative will outline a brief plan of action for the complainant
20 upon receipt of the formal Complaint Form #115. Concerns and complaints against personnel
21 require varying degrees of investigation, and therefore, the Superintendent and/or his
22 representative shall indicate a tentative timeline for responding to and/or resolving the concern or
23 problem.

24 The Superintendent should inform complainants that they may not address the Board at public
25 meetings concerning personnel complaints. Complainants may register a written complaint with
26 the Board of Education.

27 **ARTICLE XXV**

28 **PUPIL DISCIPLINE**

29 The Board and administration will continue to utilize discussions, with the advice, suggestions
30 and recommendations of teachers on student discipline, believing that the best interests of students
31 served by teachers and principals working together in the implementation of effective discipline
32 procedures at the building level.

33 **Guidelines for discipline procedures are:**

- 1 1. The staff and principal in each building must work together cooperatively to recognize
2 existing discipline problems.
- 3 2. The staff and principal in each building cooperatively establish rules for that school and
4 procedures to implement the rules fairly, firmly and consistently. The rules shall include
5 but not be limited to:
 - 6 a. Any teacher who confronts a discipline problem in the classroom or on school
7 property shall attempt to solve the problem in accordance with school procedures.
8 If the teacher cannot solve the problem, the teacher shall direct the student to the
9 appropriate administrator.
 - 10 b. The teacher shall inform the administrator in writing of conditions surrounding the
11 discipline problem and the steps taken by the teacher before referral to the school
12 administrator.
 - 13 c. The administrator shall work with the teacher, student, parents, and other supportive
14 agencies, if necessary, to resolve the matter.
 - 15 d. The teacher shall be informed of the disposition of the discipline matter as soon as
16 possible.
 - 17 e. Disciplinary action taken against any pupil shall be for just cause.
 - 18 f. Pupils shall not be discriminated against because of race, national origin,
19 background, or nature of disciplinary problem.
- 20 3. The principal and staff in each school shall annually review and discuss their school
21 discipline plan. This review shall speak to the nature of the discipline problems
22 encountered in the school, their frequency, the remedies or procedures employed for
23 dealing with such problems and the success or failure in improving discipline in the
24 building.
25 The school discipline plan shall be shared with the staff and sent to the Area
26 Superintendent who shall make an annual summary report to the Superintendent. A copy
27 of the report will be provided to the Association, if requested.
- 28 4. The School District has a responsibility to provide a safe and secure environment for
29 students and all other personnel. Parkway NEA and the District will monitor and address
30 safety concerns. Concerns not resolved at the building level will be brought to the
31 Employee Relations Council.

ARTICLE XXVI

REPRESENTATIVE CERTIFICATION

33 On or before November 1, of each year the Association will provide the Board of Education with
34 a notarized statement certifying the total number of current Association members.

1 **ARTICLE XXVII**

2 **SALARY/ASSOCIATION DUES DEDUCTIONS**

3 The board of Education authorizes the Administration to provide salary deductions. Such
4 deductions include, and are limited to:

- 5 Public School Retirement System of Missouri
- 6 Non-Teacher School Retirement System of Missouri
- 7 Federal and State Withholding Tax
- 8 F.I.C.A. (Social Security)
- 9 Group Insurance
- 10 Tax Sheltered Annuities
- 11 United Way
- 12 United States Savings Bonds
- 13 Educational Employee's Credit Union
- 14 Garnishments
- 15 Employee Association Dues,
- 16 Assessments and Voluntary Contributions
- 17 Dependent Insurance (Medical, Dental, Vision)
- 18 Other salary deductions as may be agreed between the District and employee
19 groups
- 20 The District will provide electronic deposit of employee's paychecks to
21 participating banking institutions elected by the employee.

22 **GUIDELINES FOR SALARY DEDUCTIONS**

23 The following guidelines will be applicable to teachers who desire to have their professional
24 association dues, assessments, and voluntary contributions deducted from their payroll checks:

- 25 1. This deduction must be authorized, in writing, by the teacher on forms provided by the
26 Business Office.
- 27 2. Authorization for dues deduction shall continue in effect from year to year unless revoked,
28 in writing, by the teacher.
- 29 3. Prior to August 1st of each school year, the Parkway NEA Treasurer shall provide the
30 Business Office an updated listing of all applicable members and the amount of their
31 deduction for the forthcoming school year.
- 32 4. Dues shall be evenly deducted from the 24 regular paychecks of the following school year.
- 33 5. Late deduction requests received in the Payroll Office will be deducted starting after one (1)
34 week or the next payday, whichever is later, and continue for the balance of the school
35 year.

- 1 6. Teachers may withdraw payroll deduction authorization at any time by concurrent notice to
2 the District and the Parkway NEA.
- 3 7. The Payroll Office will inform the Parkway NEA Treasurer monthly of those teachers who
4 have withdrawn their authorization.
- 5 8. The Business Office will forward a check for the deducted dues within five (5) working
6 days following each pay period to the Treasurer of the Parkway NEA, along with a listing
7 of the names for each deduction.

8 **ARTICLE XXVIII**

9 **RELEASED TIME FOR ASSOCIATION OFFICERS**

10 Based on the ratio of one delegate to each fifty (50) members, or major fraction thereof, the
11 Association shall be granted a maximum of three (3) release days for each duly authorized delegate.
12 The local Association shall specify in writing to the Superintendent the number of duly authorized
13 representatives. Each delegate shall receive a maximum of three (3) days to attend the annual state
14 association meeting. These days shall be provided only to each duly authorized delegate and shall
15 not be transferred to any other representative, delegates, or other members of the Association. If
16 all the allotted days are not used for the above reasons, these delegates who have not used their
17 three (3) days may apply to the Superintendent to use them for other Association related business,
18 stating the reason for their use. Request for the use of these days shall be made to the
19 Superintendent for approval five (5) days in advance except in case of extenuating circumstances.
20 Such released time shall not be used for lobbying purposes, except for mutually beneficial
21 legislation, or for impasse activities.

22 **Released Time for State or National Office**

23 Any teacher elected to the office of president of the state or national association, requiring full-time
24 service, may request a leave of absence, without pay, for the term of office.

25 **ARTICLE XXIX**

26 **RELEASED TIME FOR THE PARKWAY NEA PRESIDENT**

27 Upon request, the President of the Association shall be released from all normal teaching or other
28 District assigned duties during his/her term of office. This released time could be a lesser amount
29 if mutually agreeable to all parties. The President and supervising administrator will cooperate to
30 develop a mutually satisfactory arrangement in implementing said release time. At the end of the
31 term of office, the President will resume full time teaching in the same assignment, or equivalent
32 position. During the term of office, the President shall advance one (1) step annually on the salary
33 schedule.

1 The Association shall notify the Human Resources Office of the released time desired on or before
2 the close of the preceding school term.

3 The Association shall reimburse the District quarterly, based on the 1998-1999 average teacher
4 replacement salary, plus benefit costs, for the life of the agreement.

5 **ARTICLE XXX**

6 **LEAVE POLICIES**

7 **FAMILY AND MEDICAL LEAVE ACT OF 1993**

8 In addition to the leave policies already available to teachers, the Family and Medical Leave Act of
9 1993 (P.L. 103-3) allows eligible employees leave without pay for certain specified reasons,
10 effective August 5, 1993. Leave Policies are updated to fully comply with all provisions on the
11 Act and designated as P.L. 103-3 updates in the following Leave Policies. An employee is
12 eligible if he/she has been employed by the District for at least twelve (12) months and has worked
13 at least 1,250 hours during the previous twelve (12) months.

14 **SPECIAL RULES APPLICABLE TO THE FAMILY AND MEDICAL LEAVE ACT** 15 **OF 1993**

16 This provision applies to leaves of absence to care for a spouse; child, or parent with a serious
17 medical condition; leaves of absence for child rearing; and leaves of absence for foster care
18 placement. Because the end of the semester is a critical time for such tasks as developing final
19 exams and evaluation of students, the following special rules apply to certificated employees
20 seeking to return from leave during the last three weeks of a semester:

- 21 1. If the employee begins the leave five (5) or more weeks prior to the end of the semester,
22 and the period of leave is for more than three (3) weeks, then the District can require an
23 employee seeking to return within the last three (3) weeks to wait until the next semester.
- 24 2. If the employee begins the leave less than five (5) weeks before the end of the semester and
25 the period of leave is greater than two (2) weeks, then the District can require an employee
26 seeking to return within the last weeks to wait until the next semester.
- 27 3. If the employee begins the leave three (3) or fewer weeks before the end of the semester,
28 and the period of leave is greater than five (5) working days, the District may require the
29 employee to wait until the next semester.

30 Medical, dental, life and vision insurance will continue for the duration of the leaves covered in
31 the above paragraphs 1-3 (P.L. 103-3)

32 Any questions concerning the provisions of the Family and Medical Leave Act of 1993 may be
33 referred to the Director of Human Resources.

1 **SICK LEAVE**

2 I. **WITHPAY**

3 The Board of Education will grant paid sick leave without limit to each regular certificated
4 employee, during the fiscal year in which the illness occurs, for the following reasons:

- 5 1. Illness of employee
6 2. Quarantining of the employee

7 Absence with pay for illness in the immediate family -- spouse, parents, brothers, sisters,
8 children, grandchildren, grandparents, or any person who is wholly dependent upon the
9 employee -- is limited to a maximum of ten (10) days annually.

10 If illness occurs to others of close relationship or connection absence with pay, if
11 requested, may be approved by the Director of Human Resources or designee within a ten
12 (10) day limitation. However, leave with pay in excess of ten (10) days annually may be
13 approved by the Superintendent of Schools.

14 II. **EXTENDED FAMILY LEAVE WITHOUT PAY**

15 The Board of Education will grant unpaid leave for up to twelve (12) work weeks during
16 any fiscal year to allow an eligible certificated employee to care for a spouse, child or
17 parent with a serious health condition. A certificated employee is eligible if the employee
18 has worked for the District for at least twelve (12) months and at least 1250 hours during
19 the previous twelve (12) months. A serious health condition is an illness, injury,
20 impairment, or physical or mental condition that involves inpatient care in a hospital,
21 hospice, or residential medical care facility, or continuing treatment by a health care
22 provider. The District will provide medical, dental, life and vision insurance to the
23 certificated employee for the duration of the leave, not to exceed twelve (12) work weeks.
24 Upon return from such leave, the certificated employee shall be restored to either the
25 position held when the leave began or an equivalent position. (P.L. 103-3)

26 **GUIDELINES**

27 **SICK LEAVE WITH PAY**

28 A. A certificated employee who is absent from work due to personal or family illness for more
29 than five (5) consecutive workdays, shall provide the Department of Human Resources a
30 written statement describing the nature of the illness and the anticipated date when the
31 employee will be able to return to his/her work.

32 B. A certificated employee who anticipates that an illness will result in an absence from work
33 for more than five (5) consecutive workdays shall provide a statement from his/her
34 attending physician. Such a statement shall describe the nature of the illness and the
35 anticipated date when the employee will be able to perform his/her work.

36 C. Upon return to work from absences due to illness of more than five (5) consecutive
37 workdays, the certificated employee may be required to present a physician's statement
38 that he/she is able to resume his/her regular duties.

1 D. The school district reserves the right to have any certificated employee on sick leave
2 examined by a physician of the district's choice at district's expense. In any case in which
3 the second opinion differs from the original statement, the district or employee may
4 require, at the district's expense, that the employee obtain the opinion of a third doctor
5 designated or approved jointly by the district and the employee, whose certification shall be
6 final and binding.

7 E. The buiding administrator will investigate any extended absences or recurring periods of
8 short absences that contribute to inefficient school operations. Upon finding that the
9 employee's absences are excessive and without just cause, the District may take
10 disciplinary action against the employee, up to and including dismissal.

11 F. Failure of a certificated employee to return to work when declared able to perform his/her
12 work shall constitute voluntary termination.

13 G Although unlimited sick leave is granted only within a fiscal year, it may be extended into
14 the next fiscal year by making application to the Medical Review Committee. The decision
15 of the Medical Review Committee may be appealed to the Superintendent.

16 The Medical Review Committee will consist of the President of Parkway NEA and the
17 Parkway District Director of Human Resources or their designees, the Parkway District
18 Manager of Health Services, and/or the Parkway District Psychologist.

19 SICK LEAVE WITHOUT PAY

21 A. A request for unpaid leave to care for a spouse, child, or parent with a serious health
22 condition shall be supported by a certification issued by a doctor. If the District has
23 reason to doubt the validity of the certification, the District may require, at the District's
24 expense, that the employee obtain the opinion of a second doctor designated by the
25 District. In any case where the second opinion differs from the original certification, the
26 District may require, at the District's expense, that the employee obtain the opinion of a
27 third doctor designated or approved jointly by the District and the employee, whose
28 certification shall be final and binding.

29 B. When medically necessary, unpaid leave to care for a spouse, child, or parent with a
30 serious health condition may be taken intermittently or on a leave schedule that reduces the
31 usual number of hours per workweek or workday. If the employee requests
32 intermittent leave, or leave on a reduced leave schedule that is foreseeable based on planned
33 medical treatment, the District may require such employee to transfer temporarily to an
34 available alternative position for which the employee is qualified and that has equivalent
35 pay and benefits and better accommodates recurring periods of leave than the regular
36 employment position of the employee.

37 C. When the necessity for such leave is foreseeable based on planned medical treatment, the
38 employee shall make a reasonable effort to schedule the treatment so as not to unduly
39 disrupt the operations of the District and shall provide the District with not less than thirty
40 (30) days prior notice of the employee's intention to take leave.

41 D. Leave to care for a spouse, child, or parent with a serious health condition is subject to the
42 special rules applicable to the Family and Medical Leave Act of 1993. (P.L. 103-3)

1 **PERSONAL LEAVE**

- 2 A. Requests for personal leave with pay for certificated employees, not in excess of three (3)
3 days per year, will be approved as needed for personal business that cannot be handled at
4 times other than during the teacher's regular employment hours. The teacher need not state
5 the nature of this personal business in requesting personal day, but may be contacted by
6 the Director of Human Resources or designee for an explanation if circumstances warrant.
7 B. One (1) additional day of personal leave with pay per school year, specifically related to
8 circumstances involving religious purpose, may be approved by the Superintendent of
9 Schools or designee based upon written request and explanation by the teacher.
10 C. Personal leave requested in conjunction with vacation periods or holidays must be
11 submitted in writing to the building administrator stating the special circumstances and may
12 be approved by the Director of Human Resources or designee.
13 D. Personal leave will not be approved for recreational purposes.
14 E. Except in cases of emergency, personal leave shall be applied for at least five (5) school
15 days in advance of absence.

16 **BEREAVEMENT LEAVE**

17 The Board of Education will grant bereavement leave with pay in an amount not to exceed five
18 (5) days for each death in the immediate family, including spouse, parents, parent-in-law,
19 brothers, sisters, children, grandparents, and grandchildren. If death occurs to others of close
20 relationship or connection, absence may be approved by the Superintendent of Schools or
21 designee, if the employee so requests.

22 If extenuating circumstances, such as travel needs and funeral arrangements, require the employee
23 to be absent for more than five (5) days, additional leave with full pay may be approved by the
24 Superintendent of Schools or designee.

25 **JURY/WITNESS LEAVE**

26 Absence with pay shall be allowed for jury duty or court appearance due to subpoena as witness
27 upon written request and approval by the Superintendent of Schools or the Director of Human
28 Resources when subpoenaed as a witness in a court of law. However, the certificated employee
29 will not receive pay if pursuing legal action against the District or its interests, or if called as a
30 witness on the employee's own behalf in an action in which he/she is a party. Proof of such
31 services satisfactory to the District must be given before pay is approved.

32 **SABBATICAL LEAVE**

33 Sabbatical leave may be granted for a maximum of one year at a time to any certificated employee
34 who has been employed in the District for five consecutive years. Such leave may be granted for
35 graduate study or research that relates to the employee's areas of certification. Any request for an
36 extension of the leave will be decided by the Board of Education.

37 The number of persons granted a sabbatical leave in any one year shall be determined by the
38 Board of Education, but shall not exceed one percent of the certificated teaching staff as of
39 January 31, of the year in which the leave is requested.

1 A certificated employee with five (5) to ten (10) years of service may be granted a sabbatical leave
2 without pay or may receive up to one-half of the basic contracted salary the employee would have
3 been eligible to receive had the leave not occurred. Certificated employees with ten (10) or more
4 years of service will receive two-thirds (2/3) pay for the duration of the Board approved
5 sabbatical leave. Any employee receiving salary during the sabbatical must render three years of
6 service to the District upon immediate return from the leave. If three years of employment are not
7 completed, repayment of the compensation received during the leave shall be as follows:

- 8 a. 0 years of service after sabbatical leave - 100% repayment
- 9 b. 1 year of service after sabbatical leave - 2/3 repayment
- 10 c. 2 years of service after sabbatical leave - 1/3 repayment

11 Upon return to the District, the employee shall be reinstated in a position for which the employee
12 is qualified. If the grantee should die or become incapacitated, the debt shall be null and void.

13 **ADMINISTRATIVE GUIDELINES TO SABBATICAL LEAVE**

14 A. Written applications for sabbatical leaves must be in filed with the Department of Human
15 Resources prior to the end of the third week of January of the school year preceding the
16 year for which the leave is requested. Applications must state the reason for the requested
17 leave, the subject area to be studied, and the place where the studies will be pursued.
18 Recommendations from the immediate Supervisor and Department Chairperson shall
19 accompany the request.

20 B. Applicants will be scheduled to present their request before a review panel of three
21 administrators which shall include the appropriate Area Superintendent and the Director of
22 Human Resources.

23 Selection criteria will include:

- 24 (1) The value of the request to the District in terms of current or future District needs
25 and interests.
- 26 (2) Recommendations submitted with the application from supervisors, professors, or
27 the employee's appropriate Area Superintendent.
- 28 (3) The applicants employment history, including attendance and previous leaves.
- 29 (4) Total number of leaves requested for the same period.

30 Requests to pursue a Master's Degree solely for movement on the salary schedule will
31 not be approved.

1 C. After reviewing the file of leave requests developed by the review panel, the
2 Superintendent will make recommendations to the Board of Education concerning those
3 requests.

4 D. Applicants will be notified of acceptance or rejection of their leave requests by the Director
5 of Human Resources and if rejected, will be advised of the reason in relation to the
6 selection criteria above.

7 **SHORT TERM PROFESSIONAL LEAVE**

8 Upon recommendation of the Superintendent of Schools, the district may approve short term
9 professional leave. Such leave may be granted for study, cooperative research with other
10 institutions and/or business, and/or other reasons which would be beneficial to the school district.

11 **GUIDELINES**

12 1. Short term professional leave will be granted for a maximum term of one (1) semester or
13 its equivalent.

14 2. During the term of the leave the employee will be compensated at the rate of two-thirds
15 (2/3) his/her regular rate of pay.

16 3. During the term of the leave the employee will continue to be considered actively employed
17 by the district and will be provided with all employment benefits.

18 4. An employee granted short term professional leave will be obligated to continue his/her
19 employment with the district for a period of no less than (1) school year following the
20 school year of the leave. or the employee will refund all costs incurred by the district
21 during the term of leave.

22 **PROFESSIONAL LEAVES AND ABSENCES**

23 A professional leave may be granted for advanced study, research, or any other reason which will
24 be considered beneficial to the school district. To be eligible for a professional leave a staff
25 member must have been with the Parkway School District a minimum of three (3) years.

26 Employees shall apply to the Department of Human Resources in writing and state the reason for
27 the proposed leave, the subject area in which the studies will be conducted, and the place where
28 the studies will be pursued. The Superintendent will review the application and make a
29 recommendation to the Board of Education concerning the applicant. If the request is denied the
30 applicant shall be notified as to the reason for denial. All applicants for professional leave shall
31 be filed before the end of the third week of January, for a leave for the following year. It is
32 realized that certain conditions may exist or arise which could make application impossible before
33 the deadline. Applications made after the deadline, may be considered by the Superintendent for
34 recommendation to the Board of Education.

1 A professional leave shall be granted for one (1) year. Any request for extension of the leave will
2 be made via a second application. A leave can be granted for less than a full year at the discretion
3 of the Superintendent and the approval of the Board of Education.

4 Neither Salary nor fringe benefits will be paid during the leave period. The period of absence
5 under the leave shall not count toward tenure nor shall it impair the tenure status of the
6 probationary teacher.

7 A teacher shall receive advancement on the salary schedule commensurate with his/her evaluation
8 provided he/she has worked a minimum of 126 days during the year of the leave and a non-
9 teaching employee the equivalent of two-thirds of the annual employment. Upon return to the
10 district, the employee shall be placed in a position for which he/she is qualified and will be
11 considered for reinstatement to the same position or an equivalent position from which he/she was
12 granted the leave.

13 Failure to return to full time employment at the designated time without prior written approval
14 shall constitute voluntary termination.

15 **LEAVE FOR CHILD REARING**

16 Leave without pay may be granted to any full time certificated employee for purposes of rearing
17 his/her child under the age of two years.

18 Application for leave shall be made to the Department of Human Resources at least four (4)
19 weeks prior to the planned date of commencement of the leave. When the child is born during the
20 school year, leave may be granted for

- 21 1. a portion of the balance of the current school year. OR
- 22 2. the balance of the current school year. OR
- 23 3. the balance of the current school year and the entire succeeding school year.

24 When the child is born during the summer recess, leave may be granted for the entire succeeding
25 school year.

26 The period of absence under the leave shall not count toward tenure nor shall it impair the tenure
27 status of the teacher.

28 The District will provide medical, dental, life and vision insurance to an eligible certificated
29 employee for the duration of the leave, not to exceed twelve (12) work weeks. A certificated
30 employee is eligible for such benefit if the employee has worked for the District for at least twelve
31 (12) months and at least 1250 hours during the previous twelve (12) months. (P.L. 103-3)

32 A teacher shall receive advancement of the salary schedule commensurate with his/her evaluation
33 provided he/she has worked a minimum of 126 days during the year of the leave and a non-
34 teaching employee the equivalent of two-thirds of the annual employment. Upon return to the
35 district, the employee shall be placed in a position for which he/she is qualified and will be
36 considered for reinstatement to the same position or an equivalent position from which he/she was

1 granted the leave. Unpaid leave for child rearing is also subject to the special rules applicable to
2 the Family and Medical Leave Act of 1993. (P.L. 103-3)

3 A teacher may request up to one (1) additional year for child rearing leave and approval will be at
4 the sole discretion of the Board of Education.

5 Failure to return to full time employment at the designated time without prior approval shall
6 constitute voluntary termination.

7 **LEAVE FOR ADOPTION**

8 A leave for the adoption of a child will be granted to any full-time certificated employee.
9 Application for adoption leave shall be filed with the Department of Human Resources at the time
10 the employee is approved for adoption privileges. The leave will commence as soon as the child
11 has been released to the care of the adoptive parent(s). The right to leave shall expire at the end
12 of the twelve (12) month period beginning on the date of the placement of the child (P.L. 103-
13 3)

14 The primary care giving parent will be entitled to up to six (6) weeks of paid leave by the District.
15 This paid leave will be provided for employees adopting children at pre-kindergarten age.

16 The provisions for fringe benefits and reinstatement will be the same as for Leave for Child
17 Rearing.

18 **LEAVE FOR FOSTER CARE PLACEMENT**

19 The Board of Education will grant unpaid leave for up to twelve (12) work weeks during any
20 fiscal year to an eligible certificated employee because of the placement of a foster child with the
21 employee. the right to leave shall expire at the end of the twelve (12) month period beginning on
22 the date of the placement of the child. A certificated employee is eligible if the employee has
23 worked for the District for at least twelve (12) months and at least 1250 hours during the previous
24 twelve (12) months.

25 The District will provide medical, dental, life and vision insurance to the certificated employee for
26 the duration of the leave, not to exceed twelve (12) work weeks. Upon return from such leave,
27 the certificated employee shall be restored to either the position held when the leave began or an
28 equivalent position.

29 **GUIDELINES**

30 A. Where leave for foster care placement is foreseeable based on an expected placement, the
31 employee shall provide the District with not less than thirty (30) days prior notice of the
32 employee's intention to take leave.

33 B. Unpaid leave for foster care placement is also subject to the special rules applicable to the
34 Family and Medical leave Act of 1993. (P.L. 103-3)

1 **MILITARY LEAVE**

2 Any certificated employee of the Parkway School District who becomes a member of the National
3 Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to
4 leave of absence from his/her duties, without loss of time, pay, regular leave, impairment of
5 efficiency rating, or any other rights or benefit to which he/she is otherwise entitled, for all
6 periods of military service during which he/she is engaged in the performance of duty or training
7 in the service of this state or the United States under competent orders; except that the employee
8 while on such leave shall be paid his/her salary for a period not to exceed a total of fifteen (15)
9 working days in any one calendar year.

10 Before any payment of salary is made covering the period of leave, the employee shall file with
11 the Department of Human Resources an official order from the appropriate military authority
12 showing evidence of duty for which military leave pay is granted. The order shall contain the
13 certification of the employee's commanding officer of performance of duty in accordance with the
14 terms of such order.

15 **LEAVE FOR OTHER REASONS**

16 Leave for other reasons may be granted without pay for a period not to exceed one (1) year.
17 Application for leave shall be made to the Department of Human Resources. The provisions and
18 reinstatement, except for end of the third week of January deadline, will be the same as for
19 Professional Leave.

20
21 **ARTICLE XXXI**

22 **EMPLOYEE INSURANCE**

23 **I. Medical/Dental/Vision Insurance**

24 **A. Eligibility:**

- 25 1. All full time certificated employees shall be provided with district paid
26 medical, dental and vision care insurance.
- 27 2. Certificated employees who are employed at least half time shall be
28 provided, at the employee's option, medical, dental and vision insurance
29 with one-half of the premiums paid by the school district.
- 30 3. All full time certificated employees who enroll their dependents in the
31 Parkway Group Insurance Program will have fifty (50) percent of the
32 premium for the medical, vision and dental insurance paid by the school
33 district.

1 4. Certificated employees who are employed at least half time and wish to
2 enroll their dependents in the Parkway Group Insurance Program will have
3 twenty-five (25) percent of the premium for the medical and dental
4 insurance paid by the the school district.

5 B. Benefit Levels:

6 1. During the duration of this agreement benefit levels shall be equal to those
7 in effect in July 1999. The District will attempt to maintain the specific
8 programs in effect in July 1999. However, the district may evaluate and
9 implement any new health insurance program or change/replace an existing
10 health insurance program so long as the benefit level is equal to or better
11 than those in effect July 1999.

12 2. In lieu of the medical insurance plan provided by the school district, the
13 Board may offer each employee the option of individual and family health,
14 major medical and dental coverage through one or more health
15 maintenance organizations, provided the employee pays the amount in
16 excess of the Parkway Insurance Program. The excess shall be payable by
17 the employee through payroll deduction.

18 3. If the annual premium rates for any individual health insurance plan
19 (medical, dental, or vision) increase by more than five (5) percent, the
20 district may share equally with covered employees any amount of premium
21 cost increases in excess of five (5) percent for that plan.

22 C. Section 125 Plan:

23 The District will make available an IRS Section 125 plan for those employees
24 who make health insurance premium contributions through payroll deductions
25 and for qualified child and dependent care expenses.

26 D. Administration:

27 1. Effective termination date of employee and dependent coverage is the last
28 day of the calendar month in which termination occurs. In the case of
29 certificated employees who complete the school year, termination date of
30 coverage will be August 31st.

31 2. Teachers who retire or become totally disabled or spouses and dependents
32 of teachers who die while employed by the district shall have the
33 opportunity to remain within the school district's medical/dental insurance
34 program on a contributing basis so long as they continue to meet the
35 eligibility requirements of the plans.

36 NOTE: Status as a retired or disabled employee is determined by qualifying for
37 benefits under the state retirement system.

1 3. Employees or dependents of employees who become ineligible for medical
2 or dental coverage due to age, marital status, termination, etc., may be
3 eligible to remain within the school district's medical/dental insurance
4 program on a contributing basis.

5 4. Effective January 1, 1997, the co-pay for brand name prescription drugs in
6 the Parkway plan will be ten dollars (\$10.00) per prescription; generic
7 prescriptions and mail prescriptions will continue to be available without
8 any co-pay.

9 **I. Life Insurance Coverage**

10 A. All full time certificated personnel employed prior to the 1993-94 school year shall
11 be provided \$50,000 life insurance policy, plus accidental death and
12 dismemberment coverage. All new full time certificated personnel employed for
13 the 1993-1994 or subsequent school years shall be provided a life insurance policy
14 equivalent to their regular contracted salary, not to exceed \$50,000, plus accidental
15 death and dismemberment coverage. The program shall provide for optional life
16 insurance amounts, as determined by the school district. Premiums for the
17 optional insurance shall be paid by the employee through payroll deduction.

18 B. Certificated employees who are employed at least half time shall be provided, at
19 the employee's option, life insurance with one-half of the premium paid by the
20 school district.

21 C. Teachers who retire or leave the district shall have the opportunity to convert their
22 life insurance to individual policies, if permitted by the insuring company.

23
24 **ARTICLE XXXII**

25 **LIABILITY FOR LOSS OF PERSONAL PROPERTY**

26 The school district is not responsible for any personal items lost, damaged, or stolen in any of its
27 facilities unless the administration has approved such articles to be on its premises. Each
28 employee shall provide the principal with a current list of all personal items brought to school for
29 instructional purposes and their value.

1 **ARTICLE XXXIII**

2 **SALARY SCHEDULE OPERATIONAL PLAN**

- 3 1. Teachers are appointed by the Board of Education on the recommendation of the
4 Superintendent of Schools.
- 5 2. This schedule applies to all full-time and part-time teachers employed under contract by the
6 Parkway School District. Full-time teachers are those teaching a full day. Part time
7 teachers are those teaching less than a full day.
- 8 3. Teachers accepting employment agree to accept the assignment of the Superintendent of
9 Schools. Assignments may be changed during the school year in accordance with Board
10 Policy GCI as required to serve the best interests of the school system.
- 11 4. An employment period of up to 191 days (unless in compliance with state law, additional
12 days are required to make up lost days due to inclement weather conditions per School
13 Calendar Article) is covered by this schedule, including legal school holidays and approved
14 professional meetings.
- 15 5. Salary increments for assignments beyond normal curricular and co-curricular duties will
16 be given as approved each year by the Board of Education. Teachers shall receive
17 additional compensation if their contracted period of employment extends over a period
18 longer than the regular period of employment as defined in Paragraph 4. Counselors,
19 C.O.E. Coordinators, and Librarians working in excess of their regular contracted days
20 shall be paid on an extended duty contract at an hourly rate determined by 1/1528 of their
21 previous year's contract amount.
- 22 6. Deductions for absences from teaching duties or approved professional meetings will be
23 determined by dividing the teacher's annual salary by the number of days covered by the
24 teacher's contract and multiplying the quotient by the number of days absent. Exceptions
25 are absences covered by the sick, bereavement, personal, and jury/witness and other paid
26 leave policies or as approved on an individual basis by the Board of Education.
- 27 7. If a teacher is released from his/her contract by the Board of Education prior to
28 completing the terms of the contract, his/her total salary for that school year will be
29 determined on the basis of the ratio of the number of days of service rendered in that
30 school year to the total number of days covered by his/her contract.
- 31 8. Full and part-time teachers, under contract serving on appointments for less than a full year
32 shall receive a salary based on the appropriate step and channel determined for teachers
33 employed for a full year, except their salary shall be prorated for the time of actual services
34 provided, except as affect by Paragraph 16.
- 35 9. Salaries determined by this schedule will be paid in twenty-six (26) installments and made
36 on every other Friday. When a payday falls on a holiday or a day which is not scheduled
37 as a regular workday, the salary installment will be paid on the last preceding workday.

1 Salaries will be paid according to the above schedule except that the balance of salary
2 otherwise due on pay dates falling after the last scheduled working day will be distributed
3 in a final payment on the last scheduled working day of the regular school year following
4 the check out procedure with the teacher's building principal.

5 All salaries paid for non-contractual assignments (workshops, camp) shall be paid within
6 the next two regular biweekly pay periods following the completion of the assignment.

- 7 10. Teachers who qualify for a channel placement change shall have their individual contract
8 adjusted to reflect the additional compensation as provided by the appropriate channel of
9 the salary schedule. The effective date of such salary adjustments shall be the third pay
10 period following receipt by the Department of Human Resources of all documentation in
11 support of the additional earned graduate credit. Prior approval for credit on the salary
12 schedule must be given by the Superintendent of Schools for graduate credit not
13 acceptable toward an advanced degree in the subject matter area to which the teacher is
14 assigned. Teachers who dually enroll in their senior year and receive some graduate credit
15 prior to receiving their baccalaureate degrees, and teachers who complete work in excess
16 of the requirements for their Master's Degrees, shall have these graduate hours counted
17 toward requirements for the next channel if the courses can be counted toward an
18 advanced degree in the subject matter areas to which they are assigned. The requirements
19 for placement on Channel III of the salary schedule will be met only when the Master's
20 Degree has been conferred. Beginning September 1, 2000, the requirement for placement
21 on Channel IV of the salary schedule shall be met when a teacher holding a Master's
22 Degree will have acquired a minimum of 15 graduate hours after receiving his/her
23 Master's Degree. The requirements for placement on Channel V of the salary schedule
24 shall be met when a teacher holding a Master's Degree will have acquired a minimum of
25 30 hours after receiving his/her Master's Degree. Such additional hours for placement on
26 Channels IV and V must be directly related to the teaching assignment, professional
27 contribution and /or effectiveness in the district.

28 Approved "Parkway Salary Credit Workshop" courses offered by the Parkway School
29 District will be accepted as partial fulfillment of requirements for placement on Channels
30 II, IV, and V of the salary schedule so long as such courses are directly related to the
31 teaching assignment, professional contribution and/or effectiveness in the district.
32 Exceptions may be approved by the Department of Human Resources. However, no
33 more than six hours of credit for a channel change may be satisfied through the
34 satisfactory completion of approved "Parkway Salary Credit Workshops." Further, for
35 placement on Channels IV and V, such salary credits must have been completed after
36 receipt of a Master's Degree.

- 37 11. Placement on the salary schedule will be recognized by previous comparable experience
38 and will be computed as follows:

- 39 A. 1) A maximum of fourteen years teacher experience will be granted for
40 placement on the salary schedule.
- 41 2) In determining placement, experience will be approved by the following
42 policy:
- 43 a) One step for each full year of full time teaching in the ten years
44 prior to Parkway.

- b) One-half step for each full year of full time teaching in the eight years prior to the time referred to in (a) above.
 - c) No credit will be granted for the experience earned more than eighteen years prior to being hired at Parkway.
 - d) Placement is in full year increments. (i.e. seven and one-half years of credit qualifies for step 8)
 - B. Teaching experience of less than full time, but at least half time will be considered for salary schedule credit on the basis of one-half year credit for each full year of part time teaching, subject to the limitations of Section A.
 - C. Credit for service as a full time Teacher's Assistant or Permanent Substitute in the Parkway District will be considered for salary schedule credit on the basis of one-half year credit for each full year up to a maximum of four years credit, subject to the year limitations of subsection (a) above.
 - D. No credit will be allowed for any of the following:
 - Practice teaching, substitute teaching, part time of less than half time, night or adult school, or non-school religious programs.
 - E. A maximum of five years placement on the salary schedule may be considered in unusual circumstances when the Superintendent feels that the non-educational background of an otherwise properly certified applicant makes the applicant more qualified than an applicant with an education degree but no teaching or significant non-education experience.

Any experience considered under this section must have been in an area germane to the teaching certification/assignment and must have occurred immediately preceding the applicant's employment in Parkway, except for any time needed to obtain certification, and the number of years of placement on the salary schedule must be recommended by the Superintendent to the Board of Education for its specific approval.
 - F. Teaching experience with one or two employers during the course of one school year with no more than one school year quarter break in service will be considered as a full year of teaching experience.
 - G. Changes in this paragraph granting credit for previous experience became effective for the 1988/89 school year and are not retroactive for employee hired full time or part time prior to the 1988/89 school year.
12. Teachers employed under this salary schedule must complete four units of in-service credit within a four year period ending on September 1 of the fourth year following initial employment and each four years thereafter. Teachers who fail to meet this requirement will not receive the annual salary increment provided by this schedule. Teachers who are

1 on the last step of the respective channels will be placed back one step if they fail to meet
2 in-service education requirement.

3 Continued failure to meet in-service education requirements will result in annual salary
4 reductions equal to the yearly increment as provided in this schedule or termination of
5 employment.

6 In-service education credits may be earned in one or a combination of the following ways
7 subject to the approval of the Superintendent of Schools:

8 A. One in-service credit may be given for each college semester hour earned by the
9 teacher during the three year period. Courses to be accepted for in-service credit
10 shall have been given prior approval by the Superintendent of Schools.

11 B. Participation as a leader or participant in an in-service education program requiring
12 employee time outside regular school hours.

13 C. A maximum of one in-service credit during each three year period will be allowed
14 for approved foreign and domestic travel.

15 D. Individual research applicable to the Parkway School District as approved by the
16 Superintendent of Schools.

17 13. Movement from year to year on the salary schedule is a recognition of professional
18 growth in teaching.

19 A teacher's performance shall be considered satisfactory if the teacher:

- 20 1. has achieved the performance expectation level in all criteria, or
- 21 2. the Summary Report contains rating below the performance
- 22 expectation level, but in the opinion of the evaluator, the teacher is making
- 23 reasonable progress on the Professional Improvement Plan.

24 14. The Board of Education, under law, has the final authority for evaluating teachers and for
25 establishing and changing policies, including the salary schedule.

26 15. Teachers who are employed full time on or before November 29, and whose teaching
27 performance is rated satisfactory, shall receive advancement on the salary schedule if
28 reemployed in the succeeding school year.

29 16. Teachers employed in positions anticipated to be temporary due to approved leaves of
30 absence, mid-year terminations, unexpected enrollment increases or in positions expected
31 to be eliminated the following year, will be advised by letter accompanying their contract
32 that they will not be renewed for the following school year.

33 Teachers who are not renewed according to the policy stated in the above paragraph, but
34 who are rehired for one of the reasons stated in the above paragraph before the start of
35 the succeeding school year, will be renewed the following year for any equivalent open

1 position in the same certification if their teaching performance has been rated satisfactory.
2 If the open position is not equivalent to the position held the previous year, the teacher
3 may re-apply for any said position, but will be considered as an applicant along with all
4 other applicants.

5 Teachers who complete a full year of full-time teaching under the conditions described
6 above will have that year credited to them for tenure accumulation purposes, provided they
7 are rehired for the succeeding school year.

8 **ARTICLE XXXIV**
9 **EXTRA PAY FOR EXTRA DUTY**

10 1. The Extra Duty contract budget for each year will be increased by the percentage of
11 increase agreed to for the salary schedule in that year. The total budget also will be
12 increased for added positions and decreased for positions eliminated from the previous
13 year.

14 2. Each year, a committee of eleven members shall be created to review the extra duty salary
15 schedule and recommend to the Superintendent any revisions which distribute the amount.
16 The President of the Parkway NEA and the Superintendent will jointly select the members
17 of the committee. The committee must provide representation from the following
18 categories: activities, co-curriculum, and leadership; elementary school, middle school
19 and high school. The Director of Athletics and Activities will serve as chairperson.
20 Recommendations will be made by April 1st of each year, except during years when new
21 salary schedules delay the process, at which time the recommendation will be submitted
22 within one month of Board of Education budget authorization but not later than July 15.

23 3. The following compensation rates will be provided for selected professional development
24 opportunities:

| | | |
|----|-----------------------|-------------------------------|
| 25 | Workshop Leader | \$150.00 (per six hours) |
| 26 | Participant | \$ 75.00 (per six hours) |
| 27 | Parkway Salary Credit | |
| 28 | Workshop Leaders | \$300.00 (per 12 Hour Course) |

29 **ARTICLE XXXV**
30 **SUMMER SCHOOL**

31 Teachers who teach courses that qualify for state funding in the Parkway District Summer School
32 Program shall be paid according to the following schedule:

| 33 | <u>Teacher Category</u> | <u>Smr 2000</u> | <u>Smr 2001</u> | <u>Smr 2002</u> |
|----|---------------------------------------|-----------------|-----------------|-----------------|
| 34 | Non-Parkway/Parkway teachers | \$20.00 | \$21.00 | \$22.00 |
| 35 | offering enrichment only courses | per hour | per hour | per hour |
| 36 | Non-tenured Parkway teachers offering | \$22.50 | \$23.50 | \$24.50 |
| 37 | courses tied to curriculum benchmarks | per hour | per hour | per hour |
| 38 | Tenured Parkway teachers offering | \$25.00 | \$26.00 | \$27.00 |
| 39 | courses tied to curriculum benchmarks | per hour | per hour | per hour |

1 Parkway summer school guidelines will include criteria for course proposals to determine whether
2 courses are "enrichment only" or "courses tied to curriculum benchmarks."

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ARTICLE XXXVI

5

GRIEVANCE PROCEDURE

6 A. **Purpose**

7 The purpose of this grievance procedure shall be to settle equitably, at the lowest possible
8 administrative level and the earliest possible date, issues which may arise from time to
9 time with respect to the terms and conditions of employment of certificated personnel.
10 exclusive of administrators and supervisors.

11 B. **Definitions**

12 1. **Grievance** - A grievance is an allegation based upon an event or condition which
13 affects the terms and conditions of employment; allegedly caused by violation,
14 misinterpretation, or inequitable application of the terms of a contract, policy,
15 written rule, or regulation followed in the operation of the school district, or an
16 allegation that a condition exists which endangers an employee's health or safety.

17 2. **Grievant** - A teacher, (or group of teachers, as provided in Section I, Paragraph
18 2) employed by the school district or the Association filing a grievance.

19 3. **Party of Interest** - A person who might be required to take action or against
20 who action might be taken in order to settle the complaint.

21 4. **Association** - Association refers to a school or working day.

22 5. **Day** - Day refers to a school or working day.

23 6. **Representative** - A person designated by the grievant or the respondent to act
24 either with or for the grievant or respondent in this procedure.

25 C. **Procedures**

26 1. A grievant shall have the right to represent himself/herself or, if he/she desires, to
27 be represented by an Association representative or any other representative of
28 his/her choice at meetings or hearings called for in Levels One through Five of the
29 grievance procedure.

30 2. The representative chosen by the grievant shall be recognized for each grievance
31 and shall be present for any meetings, hearings, appeals, or proceedings in Levels
32 One through Five of the grievance procedure.

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3. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss and/or resolve the matter with any administrator at any time and have the problem adjusted without the intervention of the Association. The teacher, however, shall have the option of requiring the presence of his representative at any teacher-administrator discussion regarding a grievance which has been formally filed. Any administrator who wishes to discuss informally a grievance with a teacher shall notify such teacher of such a desire and a meeting may be held at a mutually agreed time. If the teacher wishes to have a representative present, adequate time shall be provided to allow that representative to be present.
 4. Nothing contained herein shall be construed as requiring a teacher or administrator to discuss informally a grievance which has been formally filed.
 5. If a question arises as to whether a complaint raised qualifies as a grievance, that question will be heard and decided prior to proceeding to the substance of the grievance.

16 **D. Informal Resolution of Complaint**

17 Within fifteen (15) days following knowledge of a condition causing a complaint and
18 before filing a formal written grievance, a teacher having a complaint shall attempt to
19 resolve the problem causing the complaint through informal means by discussion and
20 attempting to resolve the matter with the building principal and/or other administrator as
21 may be appropriate.

22 **E. Formal Procedure**

23 **LEVEL ONE**

24 If the grievant is not satisfied with the results of the informal effort, he/she shall present a
25 grievance in writing to his/her principal within five (5) days. Within five (5) days after
26 receipt of the written grievance, the principal shall schedule a conference with the grievant
27 and/or the grievant's representative to discuss resolution of the grievance. Following the
28 conference, the principal shall provide the grievant with a written answer to the grievance
29 within five (5) days after the meeting, and a copy of the response to the grievant's
30 representative. Such answer shall include the reasons upon which the decision was based.

31 **LEVEL TWO**

32 If the grievant is not satisfied with the disposition of his/her grievance at Level One, then
33 the grievant may appeal the disposition in writing to the Area Superintendent within five
34 (5) days after the disposition at Level One. The Area Superintendent shall hold a
35 conference with the grievant, and his/her representative, and any person the grievant feels
36 necessary to develop the facts of the grievance. The conference shall be held within five
37 (5) days of receipt of the appeal. Following the conference, the Area Superintendent shall
38 provide the grievant with a written answer to the grievance within three (3) days after the

1 meeting, and a copy of the response to the grievant's representative. Such answer shall
2 include the reasons upon which the decision is based.

3 **LEVEL THREE**

- 4 1. If the grievant is not satisfied with the disposition of his/her grievance at Level
5 Two, or if no decision has been rendered within five (5) days after he/she has first
6 met with the assistant Area Superintendent, he/she may within five (5) days after a
7 decision or ten (10) days after he/she has first met with the Area Superintendent,
8 whichever is sooner, either request in writing that the Association submit his/her
9 grievance to advisory fact-finding or appeal the Level Two decision directly to
10 Level Four. The Association may, by written notice to the superintendent, within
11 ten (10) days after receipt of the request from the aggrieved person, request that
12 the grievance be submitted to advisory fact-finding. If any questions arises
13 regarding such submission, such question will first be ruled upon by the fact-finder
14 selected to hear the dispute. Those items excluded from the grievance procedure
15 shall not be submitted and the fact-finder shall not be requested in that case.
- 16 2. If the grievant is not represented by the Association, the Association shall have no
17 responsibility to process any grievance to the fact-finder at Level Three and shall
18 be held harmless by the grievant and the Board of any liability whatsoever and shall
19 have no responsibility to share in the costs thereby incurred. A grievant not
20 represented by the Association and desiring a fact-finder shall direct his request for
21 advisory fact-finding to the Superintendent of Schools within five (5) days after
22 receiving the decision rendered at Level Two.
- 23 3. **Definition of Fact Finder:** A person selected in accordance with the
24 procedures herein to identify the facts relevant to the grievance and to render an
25 advisory recommendation to the superintendent to attempt to resolve the grievance.
- 26 4. **Scope of Fact Finding:** The fact-finder must rule in strict adherence to the
27 definition of a "grievance" as defined herein; he shall make no recommendation to
28 change the policies, Rules and Regulations of the Board of Education and no
29 recommendation shall be made which is contrary to law.
- 30 5. It is clearly understood that the fact-finder's report and recommendation are
31 advisory only and are not binding on the Board of Education.

32 **LEVEL FOUR**

- 33 a) **If a Fact-Finder is Requested:** Within five (5) days following the receipt of
34 the fact-finder's report, the Superintendent will render a decision to accept or reject
35 the fact-finder's recommendation.
- 36 b) **On Direct Appeal from Level Two:** Within five (5) days following the receipt
37 of the employee's direct appeal from the Level One decision, the Superintendent
38 will hold a conference with the grievant, his/her representative, and any person the

1 grievant feels necessary to develop the facts of the grievance. Following the
2 conference, the Superintendent will respond with a decision within five (5) days.

3 **LEVEL FIVE**

4 If the aggrieved person is not satisfied with the decision of the Superintendent, he shall,
5 within three (3) days from the receipt of the decision of the Superintendent, request in
6 writing a review of the grievance and/or fact-finder's report by the Board of Education.

7 a) **Using Fact-Finding**

8 The Board of Education, at its option in executive session, may hold a hearing or
9 review the grievance along with the fact-finder's recommendation and any briefs
10 submitted by the parties. This hearing or review by the Board of Education shall
11 occur within fifteen (15) days of the grievant's request for review. If a hearing is
12 held, the provisions in paragraph (b) below apply as to procedure. If a review in
13 executive session occurs, a written response will be rendered within five (5) days
14 following the review.

15 b) **Non Fact-Finding**

16 The Board of Education within fifteen (15) days shall hold a hearing with the
17 grievant, his/her representative, and any other person the grievant feels necessary
18 to develop the facts of the grievance. Following the hearing, the Board of
19 Education shall provide the grievant with a written response to the grievance
20 within five (5) days after the hearing, and copies to his/her representative. Such
21 answer shall include the reasons upon which the decision is based.

22 c) The Board's decision in either (a) or (b) shall be final and binding.

23 F. **Procedure for Fact-Finding**

24 **Initiation of Fact-Finding Proceeding:** The submission of a case to the fact-finder
25 shall be made in writing by the Superintendent to the Administrator of the American
26 Arbitration Association, Chicago, Illinois. On the date this letter is sent, the other party
27 shall receive a copy of the request. The fact-finder's fees will be shared equally by the
28 parties.

29 **Appointment of Fact-Finder:** The AAA will be requested to submit simultaneously
30 to each party an identical list of seven (7) fact-finders. The Superintendent or his designee
31 and a representative of the Association or the grievant shall meet within five (5) days of
32 receiving the lists. Each party will strike one name at a time alternately until only one
33 name remains. If this person is unavailable, his name will be deleted and the same
34 procedure followed again to establish only one name.

1 **Communications with Fact-Finders:** All contact between the parties and the fact-
2 finder during the grievance procedure must be channeled through the American Arbitration
3 Association, Chicago, Illinois.

4 **Qualifications of Neutral Fact-Finder:** No person shall serve as a neutral fact-finder
5 in any case in which that person has any financial or personal interest in the result of the
6 case. Prior to accepting an appointment, the prospective fact-finder shall disclose any
7 circumstances likely to prevent a prompt hearing or to create a presumption of bias.

8 **Time and Place of Hearing:** The parties shall set a time and date for a hearing which
9 is mutually convenient. Such hearing shall not be held during school hours and shall be
10 held in the Central Office of the Parkway School District. Arrangement for the hearing
11 shall be confirmed with all parties involved at least 48 hours prior to the hearing.

12 **Attendance at Hearings:** The hearing shall be a closed session with only the following
13 parties present: the grievant, his representative, the principal/administrator, Central Office
14 representative, and the fact-finder. Witnesses shall be present in the hearing room only
15 during that time when they are called to give testimony.

16 **Witnesses:** The number of witnesses to give testimony on behalf of either grievant or
17 administrator shall be limited to not more than ten. Each party is responsible for the
18 presence and expenses of their own witnesses and shall furnish a list of witnesses
19 requested to appear to the other party at least twenty-four hours prior to the hearing.

20 **Adjournments:** Hearings shall be adjourned by the fact-finder only for good cause.

21 **Oaths:** Before proceeding with the first hearing, the fact-finder shall take an oath of
22 office. The fact-finder may require witnesses to testify under oath.

23 **No Stenographic Record:** There shall be no stenographic record of the proceedings.

24 **Submission of Data to Fact-Finder:** As soon as the AAA has appointed a fact-finder
25 and has notified both the grievant and the Superintendent, the fact-finder shall be furnished
26 copies of the grievance procedure policy, copies of the original grievance statement, all
27 subsequent written responses or documents submitted during Levels One and Two, and
28 relevant policies which have been cited by with party in support of their position. These
29 materials shall be provided by the District to the AAA with copies given to the grievant.
30 This shall contain a summary of dates of conferences and steps already taken.

31 **Proceedings:** The hearing shall be conducted by the fact-finder in whatever manner will
32 most expeditiously permit full presentation the the evidence and the arguments of the
33 parties. The fact-finder shall take appropriate minutes of the proceedings. Normally, the
34 hearing shall be completed within one day.

35 **Fact-Finding the Absence of a Party:** The fact-finding hearing may proceed in the
36 absence of any party who, after due notice, fails to be present. A decision shall not be

1 made solely on the default of a party. The fact-finder shall require the attending party to
2 submit supporting evidence.

3 **Evidence:** Neither party shall be permitted to submit in fact-finding proceeding any basis
4 or other evidence not submitted during the Level Two proceedings.

5 **Evidence by Affidavit and Filing of Documents:** The fact-finder may receive and
6 consider evidence in the form of an affidavit, but shall give appropriate weight to any
7 objections made. All documents to be considered by the fact-finder shall be files at the
8 hearing. There shall be not post hearing briefs.

9 **Close of Hearing:** The fact-finder shall ask whether parties have any further proofs to
10 offer or witnesses to be heard. Upon receiving negative replies, the fact-finder shall
11 declare and note the hearing closed.

12 **Serving of Notices:** Any papers or processes necessary or proper for the initiation or
13 continuation of fact-finding under these procedures and the delivery of the advisory
14 recommendation, may be served upon such party (a) by mail addressed to such party or its
15 representative at its last known address, or (b) by personal service.

16 **Time of Fact-Finding Report:** The fact-finder shall issue his advisory report in
17 writing, including his statement of findings, conclusions and advisory recommendations
18 within twelve (12) days following the conclusion of the hearing.

19 G. **Forms for Filing grievance**

20 Appropriate forms established by the Association and the Board may be used in processing
21 all written grievances.

22 H. **Changes in Procedure as a Result of Legislation**

23 In the event the enactment of legislation permits certain procedures to be followed by the
24 Board of Education and the Association in resolving grievance, the Association or its
25 representatives and the Board, or its representatives, shall meet and discuss procedures for
26 such, within the parameters set by the legislation.

27 I. **Exception to Procedure**

- 28 1. If in the judgment of the Association there has been a violation, misinterpretation,
29 or inequitable application of the "Statement of Relationship" of any agreement
30 between the Board of Education and the Association, that complaint shall be
31 registered in writing with the Superintendent of Schools. The Superintendent
32 within five (5) days shall confer with a representative of the Association in an
33 attempt to resolve the matter to the mutual satisfaction of the parties. Following
34 the conference, the Superintendent shall provide the Association with a written
35 response within five (5) days. If the Association disagrees with the response of the
36 Superintendent, it may appeal to the Board of Education, who at its option may

1 hold a hearing on the matter within fifteen (15) days. If no hearing is held, the
2 Board of Education shall respond in writing to the Association within fifteen (15)
3 days of the appeal. If a hearing is held, a written response shall be provided no
4 later than five (5) days following the hearing.

- 5 2. If a grievance affects a group of teachers, a representative of that group may submit
6 such grievance in writing to the Area Superintendent which shall be considered
7 Level One, with information copies to all principals involved. The names of all
8 teachers joining in the filing of the grievance shall be included on the grievance
9 form. If the grievance is directed at only one principal, then the grievance shall be
10 submitted to that principal which all be considered Level One.

11 **J. Professional Rights and Responsibilities of the Interested Parties**

- 12 1. No reprisals of any kind shall be taken by any party to this procedure against any
13 party in interest, any witness, any Association member, or any other participant in
14 this grievance procedure by reason of such participation.
- 15 2. All documents, communications, and records dealing with the processing of a
16 grievance will be filed separately from the personnel files of the participants.
- 17 3. The Board and the administration will cooperate with the Association when a
18 grievant has requested the Association to assist in the investigation of the
19 grievance. Furthermore, the Board and the administration will furnish the
20 Association with information as required by the Association in assisting in the
21 grievance.
- 22 4. In cases where it may be required that a teacher be released from his/her regular
23 assignment in order to investigate or process a grievance, the teacher shall be
24 released without loss of pay or benefits.

25 **K. Adherence to Time Limits**

- 26 1. Every effort should be made to expedite the procedure to accomplish the settling of
27 the grievance as soon as possible. Levels established in Section E shall be
28 followed. In cases where the Association may elect to refer the matter for
29 consideration by the Employee Relations Council, time limits at the Informal Level
30 and Level I will be extended to provide the opportunity for the Employee Relations
31 Council to consider the complaint.
- 32 2. Failure at any step of the procedure to appeal a grievance to the next step within the
33 specified time limits shall be deemed to be acceptance of the decision rendered at
34 that level.
- 35 3. Failure to reply or render a decision at any level shall be interpreted as resolution of
36 the grievance in favor of the grievant.

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4. In computing any period of time prescribed or allowed by this policy, the day of the act or event after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included. In any case where any notice, answer or other communication is required to be given in writing by one party to the grievance procedure to another, said notice, answer or other communication shall be deemed given when delivered personally to the party entitled to receive the notice, answer or other communication or when said notice, answer or other communication is deposited with first class postage affixed in the regular United States mail addressed to the party's last known address which in the case of a teacher shall be the most current address contained in the teacher's personnel file. Whenever any party has the right or is required to do some act within a prescribed period after being given some notice, answer or other communication and the notice, answer, or other communication is given by mail, three (3) days shall be added to the prescribed period.
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5. In any case where any party is required by these procedures to perform any act within a specific time after disposition at any level of the grievance procedure, such disposition shall be deemed to have occurred when the party required to act is given notice of the disposition as provided in these procedures.

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ARTICLE XXXVII

21

SCHOOL INITIATED INSTRUCTIONAL CHANGE PROCESS

22 The District and the Association agree to collaborate in promoting meaningful change and
23 improvement in the quality of instruction in order to create the best school environment for
24 students.

25 Every effort will be made to develop and implement school initiated instructional changes within
26 the parameters and provisions of the Agreement between the Board of Education and the
27 Parkway NEA. As these prospective changes are proposed which the Association may feel do
28 not comply with the Board of Education/Parkway NEA Agreement, or the implementation of
29 which is reasonable believed to be impossible to realize in the context of the Agreement, the
30 Parkway NEA President and the Area Superintendent responsible for the supervision of the
31 school will meet and discuss the proposed school changes with the school staff and
32 administration. If the concern cannot be resolved at this stage, then it may be brought to the
33 Employee Relations Council.

34 Within a period of time appropriate to the nature of the implemented change, an evaluation will be
35 performed including at a minimum the school administration and the teaching staff. The results
36 of this evaluation will be presented to the Area Superintendent and the Parkway NEA President
37 and will be communicated to the Board of Education. The communication tot the Board of
38 Education may include a position statement by the Parkway NEA and the District administration.

1 Nothing in aforementioned agreement should be construed as a restriction upon the Association's
2 rights under the Board/Parkway NEA Agreement to pursue the Grievance Procedure nor as a
3 waiver of rights of either the Parkway NEA nor the Board of Education the terms and conditions
4 of the agreement.

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ARTICLE XXXVIII

SALARY SCHEDULE

1999-2000 SALARY SCHEDULE

| Step | Channel I | Channel II | Channel III | Channel IV | Channel V |
|------|-----------|------------|-------------|------------|-----------|
| 1 | \$28,111 | \$29,731 | \$31,443 | \$33,500 | \$35,692 |
| 2 | \$28,816 | \$30,566 | \$32,423 | \$34,494 | \$36,696 |
| 3 | \$29,545 | \$31,483 | \$33,548 | \$35,597 | \$37,772 |
| 4 | \$30,302 | \$32,417 | \$34,678 | \$36,705 | \$38,849 |
| 5 | \$31,082 | \$33,393 | \$35,877 | \$37,896 | \$40,029 |
| 6 | \$32,237 | \$34,602 | \$37,140 | \$39,120 | \$41,206 |
| 7 | \$33,475 | \$35,886 | \$38,471 | \$40,381 | \$42,385 |
| 8 | \$34,700 | \$37,217 | \$39,916 | \$41,702 | \$43,569 |
| 9 | \$35,930 | \$38,557 | \$41,376 | \$43,072 | \$44,837 |
| 10 | \$36,814 | \$39,731 | \$42,879 | \$44,483 | \$46,146 |
| 11 | \$37,862 | \$39,864 | \$44,424 | \$45,940 | \$47,508 |
| 12 | \$38,845 | \$41,072 | \$45,982 | \$47,441 | \$48,946 |
| 13 | \$41,082 | \$42,872 | \$47,757 | \$49,074 | \$50,428 |
| 14 | | | \$52,490 | \$53,480 | \$54,348 |
| 15 | | | \$56,233 | \$57,293 | \$58,800 |
| 16 | | | \$56,795 | \$59,012 | \$61,005 |

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2000-2001 SALARY SCHEDULE

| Step | Channel I | Channel II | Channel III | Channel IV | Channel V |
|------|-----------|------------|-------------|------------|-----------|
| 1 | \$28,814 | \$30,355 | \$31,978 | \$34,036 | \$36,227 |
| 2 | \$29,522 | \$31,213 | \$33,000 | \$35,073 | \$37,276 |
| 3 | \$30,254 | \$32,122 | \$34,105 | \$36,167 | \$38,353 |
| 4 | \$31,014 | \$33,055 | \$35,230 | \$37,277 | \$39,444 |
| 5 | \$31,797 | \$33,991 | \$36,336 | \$38,421 | \$40,625 |
| 6 | \$32,949 | \$35,141 | \$37,478 | \$39,579 | \$41,799 |
| 7 | \$33,475 | \$35,981 | \$38,675 | \$40,784 | \$43,008 |
| 8 | \$34,700 | \$37,267 | \$40,024 | \$42,085 | \$44,253 |
| 9 | \$35,930 | \$38,580 | \$41,426 | \$43,431 | \$45,532 |
| 10 | \$36,814 | \$39,755 | \$42,930 | \$44,848 | \$46,852 |
| 11 | \$37,862 | \$39,864 | \$44,478 | \$46,307 | \$48,211 |
| 12 | \$38,845 | \$41,072 | \$46,097 | \$47,820 | \$49,607 |
| 13 | \$41,082 | \$42,872 | \$47,876 | \$49,442 | \$51,059 |
| 14 | | | \$52,490 | \$53,744 | \$55,027 |
| 15 | | | \$56,233 | \$57,631 | \$59,064 |
| 16 | | | \$57,931 | \$60,333 | \$62,835 |

2001-2002 SALARY SCHEDULE

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| 2 | Step | Channel I | Channel II | Channel III | Channel IV | Channel V |
|----|------|-----------|------------|-------------|------------|-----------|
| 3 | | | | | | |
| 4 | 1 | \$29,534 | \$31,053 | \$32,649 | \$34,691 | \$36,861 |
| 5 | 2 | \$30,260 | \$31,931 | \$33,693 | \$35,748 | \$37,928 |
| 6 | 3 | \$31,010 | \$32,860 | \$34,821 | \$36,863 | \$39,024 |
| 7 | 4 | \$31,790 | \$33,815 | \$35,970 | \$37,995 | \$40,134 |
| 8 | 5 | \$32,592 | \$34,772 | \$37,099 | \$39,160 | \$41,336 |
| 9 | 6 | \$33,773 | \$35,949 | \$38,265 | \$40,341 | \$42,531 |
| 10 | 7 | \$33,773 | \$36,518 | \$39,487 | \$41,569 | \$43,761 |
| 11 | 8 | \$34,700 | \$37,603 | \$40,748 | \$42,834 | \$45,027 |
| 12 | 9 | \$35,930 | \$38,861 | \$42,031 | \$44,128 | \$46,329 |
| 13 | 10 | \$36,814 | \$39,959 | \$43,372 | \$45,472 | \$47,672 |
| 14 | 11 | \$37,862 | \$39,959 | \$44,758 | \$46,857 | \$49,054 |
| 15 | 12 | \$38,845 | \$41,072 | \$46,387 | \$48,388 | \$50,475 |
| 16 | 13 | \$41,082 | \$42,872 | \$48,178 | \$50,091 | \$52,080 |
| 17 | 14 | | | \$52,490 | \$54,012 | \$55,578 |
| 18 | 15 | | | \$56,233 | \$57,631 | \$59,064 |
| 19 | 16 | | | \$57,931 | \$60,333 | \$62,835 |
| 20 | 17 | | | \$59,669 | \$62,143 | \$64,720 |

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ARTICLE XXXIX

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POLICY REAFFIRMATION

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If the Board of Education determines a modification to a Policy, Guideline, or Administrative Agreement is of such a compelling nature that it requires immediate attention, prior to the next scheduled period of negotiations, representatives of the Board will meet and confer with the representatives of Parkway NEA in an attempt to mutually resolve the issue prior to the Board's action on the matter. Representative teams will be limited to a maximum of seven (7) members.

1 **ADDENDUM TO PARKWAY NEA/BOARD OF EDUCATION AGREEMENT**

2 **1999-2002**

3 The Board of Education and the Parkway NEA agree to make a collaborative effort to achieve
4 reasonable annual progress toward resolving issues which are at least in part, dependent upon the
5 financial resources of the District and are critical to the educational progress of students. Matters
6 to be addressed include, but are not limited to, class size, planning time, teaching load,
7 appropriate staffing for all programs, effective mentoring and staff development programs,
8 adequate teaching supplies and equipment, methods to review funding of programs both existing
9 and proposed programs and the identification of reasonable and realistic methods for cost
10 management.

11 The Superintendent of Schools and the President of the Parkway NEA will work collaboratively
12 with the Board of Education to facilitate this agreement.

