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**ARTICLE I**

**INTRODUCTION**

The Board and the Association declare their intent to cooperate in their common aims to achieve educational excellence in the Fort Zumwalt Public Schools, and in the achievement of that objective recognize the fundamental necessities of the children and the legitimate expectations of the community.

Pursuant to the above, this Agreement shall not be altered, in any manner, except through mutual consent of the parties in a written amendment hereto.

**ARTICLE II**

**RECOGNITION AND NEGOTIATION PROCEDURE**

- A. **Association Recognition:** The Board of Education of the Fort Zumwalt School District of St. Charles County, Missouri, hereinafter referred to as the “Board”, hereby recognizes the Fort Zumwalt Education Association as the exclusive and sole negotiation agent for all regularly employed certificated personnel except administrators and supervisors.
- B. **Teacher Definition:** The term “Teacher” when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as determined in paragraph “A” above. The Board agrees not to negotiate with any teachers’ organization other than the Association or with any individual teacher.
- C. **Good Faith Negotiations:** The Board agrees to participate in good faith negotiations with the duly designated representatives of the Association (for informational purposes only refer to Board Policy BFB-2). Both parties agree that it is their responsibility to meet at reasonable times and to negotiate in good faith with respect to salaries, fringe benefits, conditions of employment, grievance procedure, and other matters, which the parties mutually agree to negotiate. Both parties shall confer upon their representatives the necessary power and authority to make proposals, consider proposals and counter-proposals and to reach tentative agreements. Tentative agreements shall be set down in writing and submitted to the Board and the Association for ratification.

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**ARTICLE III**

**BOARD RIGHTS**

The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the school district both to the fullest extent authorized by law and in any manner or decision it shall deem appropriate limited only by that which is inconsistent with law or violative of the provisions of the Agreement.

**ARTICLE IV**

**DURATION OF AGREEMENT**

The Board and Association agree that this agreement shall be incorporated in Board policy and administrative regulations. The Board shall not use this Agreement to lessen teacher-working conditions, except as expressly provided in this Agreement with the Board.

This Agreement shall be effective as of July 1, 2005, and shall continue in full force and effect through June 30, 2010, subject only to the Association’s right to negotiate new salary schedules (2007-2008, 2008-2009, 2009-2010), new calendars (2008-2009, 2009-2010), and all other benefit items of a monetary nature (2008-2009, 2009-2010, 2010-2011). This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

ASSOCIATION

BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Chairperson, Negotiating Committee

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2008,  
St. Charles County, O’Fallon, Missouri.

\_\_\_\_\_ My commission expires: \_\_\_\_\_  
Notary Public

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**ARTICLE V**

**PUBLICATION OF AGREEMENT**

Copies of this Agreement titled “Professional Agreement Between the Fort Zumwalt School District and the Fort Zumwalt Education Association of the Missouri National Education Association” shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and shall be presented to all teachers now employed and hereafter employed. Furthermore, the Board shall furnish 140 copies of the Agreement to the Association for its use.

**ARTICLE VI**

**PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- A. **Scope of Teaching:** Teachers shall be assigned to teach within the limits of their teaching certificate and major or minor fields of study. Teachers who have been assigned to teach in a subject area within the scope of their minor field of specialization may request an assignment to teach in a subject within the scope of their major field of specialization. Teachers requesting assignments in their major field of specialization shall be given active consideration in filling open positions in that field of specialization.
  
- B. **Notification of Assignment:** Teachers will be notified of the building and grade level or subject area of their assignment for the next school year at the time teacher contracts are issued. It is desirable in making assignments to consider the interests and aspirations of teachers. If the teacher’s assignment represents a change in grade level or subject area, the principal will discuss the change of assignment with the teacher. When making changes in elementary grade level assignments, the principal will first consider volunteers in the building who have expressed a prior interest.

If the Administration finds it necessary to modify the assignment after teacher contracts have been issued and before the start of the school year, the Administration shall notify the teacher by registered letter of the change in assignment and confer with the teacher regarding such change as soon as possible. The results of the conference with the teacher involved, along with full consideration of the professional experience and qualifications, will form the basis for arriving at a teacher’s assignment, and the administration will inform the teacher of the reasons for the action, which is to be taken.

139 **ARTICLE VII**

140 **VACANCIES AND REASSIGNMENT**

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142  
143 A. **Definition of Vacancy:** A vacancy shall be defined for purposes of this  
144 contract as a position previously held by an employee or when a new position  
145 is created. The Board reserves the right not to fill a vacancy.

146  
147 1. After the start of the school year all vacancies secured by a contract or by  
148 an addendum to the contract, including summer school and summer  
149 enrichment positions, shall be posted with a description of the position  
150 which shall include: building, subject area, and/or elementary grade level,  
151 no less than five (5) days prior to filling the vacancies. These vacancies  
152 will be filled on a temporary basis and posted prior to being permanently  
153 filled. Where no transfer requests exist, the vacancy may be filled on a  
154 permanent basis.

155  
156 2. Whenever vacancies occur during the normal summer months, when  
157 regular school is not in session, teachers who have expressed interest will  
158 be considered for employment and will be contacted by phone or certified  
159 letter. (See B.1 Voluntary Transfer) The Association will be notified of all  
160 vacancies.

161  
162 3. Vacancies shall be filled on the basis of the certification required by the  
163 position and the experience and qualifications of the teacher. If all factors  
164 between two candidates are equal the most senior teacher in this school  
165 district shall be selected. Applicants for a position shall be notified in  
166 writing of the district's decision. All candidates shall be interviewed.

167  
168 If all factors between an internal and external applicant are equal,  
169 preference shall be given to the internal candidate.

170  
171 4. Special talents or expertise needed for the implementation of a new  
172 program, but not found within the school district staff, should be sought  
173 through retraining of existing staff wherever possible.

174  
175 B. **Definition of Transfer:** A transfer shall be defined as a change in work  
176 location which involves full or partial reassignment from one building to  
177 another or a transfer from grades 3-5 to K-2.

178  
179 1. **Voluntary Transfer:** A voluntary transfer shall be defined as a transfer  
180 initiated by an employee. It is desirable when making transfers to consider  
181 the interests and aspirations of teachers. Requests by a teacher for  
182 voluntary transfer to a different building shall be made in writing, on forms  
183 furnished by the administration, one copy of which shall be filed with the  
184 Superintendent. The application shall set forth the reasons for transfer, the

185 school, grade or position sought, and the applicant’s academic  
186 qualifications. Requests by an employee for transfer may be made at any  
187 time. The procedure for filling a vacancy shall be used in a voluntary  
188 transfer. Such requests, which must be renewed annually to assure active  
189 consideration, shall be reviewed as openings occur. A teacher new to the  
190 district (including teachers placed on one-year only contracts – when at all  
191 possible) will accumulate two years of experience with the district before  
192 requesting a transfer to another building. If a position for that teacher does  
193 not exist during the second year (as in one-year only status), he/she will be  
194 able to transfer to another building. The Superintendent or his/her designee  
195 can make exceptions. During the opening of a new building, this restriction  
196 on transfers will be lifted for the new building.

197  
198 2. **Involuntary Transfer:** An involuntary transfer is a transfer initiated by the  
199 district. Where necessary in the judgment of the administration, a teacher  
200 may be reassigned due to the following reasons: 1) an emergency, 2) an  
201 adverse effect on the instructional program, or 3) due to the nature of  
202 human relationships. The Association shall be advised of such action, in  
203 addition to the individual(s) affected. Such action may be subjected to the  
204 grievance procedure, commencing at Level II. When involuntary transfers  
205 are affected, said transfers will be made on the basis of years of service in  
206 the district. The employee in the affected building possessing the least  
207 amount of service and applicable certification will be transferred first.

208  
209 When positions are being eliminated due to boundary changes, decreasing  
210 enrollments or elimination of programs they are eliminated based on the  
211 district seniority of each person in that grade level and subject area. A  
212 teacher of one grade level and/or subject area may not “bump” another  
213 teacher from his/her grade level and/or subject area because of position  
214 elimination. In other words, no voluntary transfer may occur which would  
215 result in an involuntary transfer. If a teacher is involuntarily transferred  
216 due to the above reasons, and his/her position re-opens prior to the start of  
217 the upcoming school year, he/she will be given the opportunity to return to  
218 the original position.

219  
220 3. **Definition of Seniority:** Seniority is total years of service to the district  
221 with the following exceptions. If a teacher has been on leave of absence  
222 from the district, the years of leave are not counted, but the years before  
223 leave are counted. If two individuals have the same number of years with  
224 the district and one teacher’s years of service were interrupted by leave, the  
225 teacher with the uninterrupted service will be considered more senior.  
226 Teachers who resign from the district and return to the district will accrue  
227 seniority based on the second hiring date. Prior to the 1999-2000 school  
228 year, teachers working half time accrued a full year of seniority. Effective  
229 with the 1999-2000 school year, half time teachers will accrue a half-year  
230 of seniority.

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## ARTICLE VIII

### REEMPLOYMENT OF TEACHING PERSONNEL

The reemployment of teachers will be considered by the Board of Education no later than April 15. Teachers will be recommended to the Board of Education for reemployment by the Superintendent of Schools. Notification to teachers of their election and notice of acceptance by teachers shall be in full conformity with state laws governing the election of teachers. In the consideration of the reemployment of teachers, the Board of Education will act in strict adherence with the terms, conditions and procedures set forth by the “Teacher Tenure Act” of the State of Missouri.

The Board will continue its efforts to reduce the number of probationary contracts of limited duration.

## ARTICLE IX

### TEACHERS RESGINATIONS AND RETIREMENT

- A. **Resignations:** Teachers who wish to resign shall do so in writing by notice to the Superintendent of Schools no later than June 1. After contracts have been signed by both parties concerned, serious consideration shall be given before asking to be released from the obligation. The teacher must realize that the contract was tendered in good faith, and a signed and returned contract implies an obligation to fulfill the contract. Teachers requesting release from contracts may be asked to stay until suitable qualified replacements are found. Requests for release from contract must be in writing and presented to the Board of Education for its approval. The Board will agree to terminate a teacher’s contract upon request of the teacher for one of the following reasons and under the specified conditions:
1. **Health:** Requests for termination of a contract for reasons of health will be granted by the Board only upon certification by a physician that continued employment would be detrimental to the health of the teacher. The Board retains the right to utilize the medical opinion of a second physician and if such occurs, the selection of the physician and expense related thereto shall be borne by the Board.
  2. **Transfer of Spouse:** The Board will agree to terminate a teacher’s contract when change of employment by a teacher’s spouse would require the transfer of the teacher’s residence from the St. Louis metro area, and provided no less than thirty (30) days notice is given.

276 3. **New Employment:** The Board may release a teacher from contract to seek  
277 new employment but only on written request from the teacher.

278  
279 4. **Other Reasons:** Teachers requesting release of contract for any other  
280 reason may be required to continue fulfilling their contract until suitable  
281 qualified replacements are found.

282  
283 B. **Retirement Benefits:** The district will agree to provide nine years of benefits  
284 for teachers retiring from the school district, provided the teachers substitute  
285 teach three days for each of the years. This service must be provided on a Fort  
286 Zumwalt School District site. In addition, a \$2,000 retirement incentive will be  
287 paid for the first six years to the retiree. The eligibility requirement specifies a  
288 minimum of ten (10) years of service to the Fort Zumwalt School District.  
289 Years purchased for military service and out-of-state service shall not be used  
290 to exclude the teacher from retirement benefits and may be used towards years  
291 of service with the district. The teacher must agree to retire at the first  
292 opportunity they are eligible under Missouri State Teacher Retirement System  
293 guidelines. For the purpose of this agreement, the first opportunity will be  
294 defined as the employee choice of any of the standards listed in the PSRS  
295 Benefits Guide. A staff member who has previously met the retirement  
296 guidelines will be able to elect the retirement incentive with the benefits listed  
297 for the 2005-2006, 2008-09 and 2011-12 school years. Although the  
298 retirement incentive will remain intact, there will be no additional windows  
299 added following 2012.

300  
301 Teacher purchases of military time and out-of-state-teaching time for  
302 retirement purposes should not render the teacher ineligible for the retirement  
303 benefit. Therefore, the eligibility requirement for retirement should be further  
304 defined as any teacher who has met their choice of any of the standards listed  
305 in the PSRS Benefits Guide, not counting any purchased years of service from  
306 military and/or out-of-state service. Teachers taking advantage of the  
307 retirement options will be required to sign a retirement statement as provided  
308 by the district.

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310 **ARTICLE X**

311  
312 **TEACHER EVALUATION PROCEDURE**

313  
314 The purpose of teacher evaluation includes aiding the individual teacher to grow  
315 professionally, raising the standards of the teaching profession as a whole, and raising  
316 the quality of instruction and educational services to the children of the district. To  
317 help maintain high quality instruction, the teacher has the right to evaluations of  
318 his/her performance by the principal or designee. This evaluation should enable a  
319 teacher to realize strengths and weaknesses as a personal guide for his/her  
320 improvement. Also, the foregoing will serve as a guideline for moving teachers from  
321 probationary to permanent status as required by the Missouri Teacher Tenure Act.

322 Results from Standardized Tests/State Tests and teacher initiated job targets will not  
323 be used as a consideration in evaluating one's performance relative to continued  
324 employment. Any data from either standardized tests/state tests or teacher initiated job  
325 targets to be utilized relative to individual staff performance shall be restricted to  
326 planning and/or conducting in-service training programs for professional growth.

327

328 The primary responsibility for teacher evaluation rests with the building principal and  
329 director(s). The principal will seek assistance and/or delegate evaluation duties to  
330 assistant principals. Consideration will be given to administrator teaching background  
331 and experience when assigning evaluators to teachers, however all administrators are  
332 certified and trained to evaluate all certified staff. Early in the school year, each  
333 principal should review the evaluation procedure with the building faculty and provide  
334 opportunity for staff to examine the evaluation form, which incorporates the criteria  
335 upon which he/she will be evaluated.

336

337 During the first three years of probation, teachers will receive at least two (2) twenty  
338 (20) minute periods of formal classroom observation and a Teacher Evaluation Report  
339 for each evaluation period. The first evaluation report should be filed in the  
340 Superintendent's office by December 1. The second evaluation period shall begin  
341 January 1, and the evaluation report shall be filed by March 15. The two years prior to  
342 receiving a tenure contract, a teacher will receive at least three (3) twenty (20) minute  
343 periods of formal classroom observation and one Teacher Evaluation Report. This  
344 Teacher Evaluation Report shall be filed in the Superintendent's office by March 15.

345

346 Permanent teachers are to be evaluated at least once every three (3) years. During a  
347 year of evaluation, a permanent teacher will receive at least two (2) twenty (20)  
348 minute periods of formal classroom observation and a Teacher Evaluation Report.  
349 This Teacher Evaluation Report shall be filed in the Superintendent's office by April  
350 1.

351

352 A Classroom Observation Form shall be completed on each formal classroom  
353 observation, with a copy provided to the teacher. The teacher may request and receive  
354 a conference with the principal to discuss the contents of the Classroom Observation  
355 Form. The administrator will notify teachers of a reasonable timeframe when the first  
356 formal, written observation of a teacher will occur. No observation will be scheduled  
357 or made the day prior to or the day following a student holiday or during a special  
358 school day except in cases when the observation is necessary to complete the  
359 evaluation time guidelines of December 1, March 15, and April 1. All observations of  
360 the professional work of a teacher shall be conducted openly with the full knowledge  
361 of the teacher. If a principal finds a teacher lacking, the reasons therefore shall be set  
362 forth in specific terms and shall include suggested remediation activities. In  
363 subsequent evaluation reports, failure to again note a specific deficiency shall be  
364 interpreted to mean that adequate improvement has taken place. When an  
365 administrator identifies a performance deficiency that is of serious concern and could  
366 result in an unsatisfactory mark on the summative evaluation, the administrator will  
367 discuss it with the teacher within three days of his/her determination that it is a serious

368 concern. The administrator will provide specific suggestions in writing to the teacher  
369 and the teacher will be given reasonable time to improve. Isolated situations of an  
370 extremely serious nature may result in an automatic unsatisfactory mark as well as  
371 further disciplinary action. The following is a description for each column heading on  
372 the teacher evaluation.

373

374 Exceeds Expectations: The individual makes a significant contribution to students, the  
375 district, or the school that goes above and beyond normal expectations in this area.  
376 This contribution represents a sacrifice of effort or time as determined by the  
377 evaluator. The teacher should recognize that Exceeds Expectations represents  
378 exceptional behavior.

379

380 Meets Expectations: The individual meets the expectations of the district and the  
381 principal as outlined by Board Policy, the Professional Agreement, curriculum  
382 guidelines and general building procedures.

383

384 Making Progress: The individual has not met district expectations completely in this  
385 area, but an effort is being made as observed by the evaluator.

386

387 Needs Improvement: The individual has not met district expectations as described by  
388 the building principal, Board Policy, the Professional Agreement, curriculum  
389 guidelines and general building procedures. The building administrator will provide  
390 amplifying comments, which include written suggestions regarding how the individual  
391 can improve in this area.

392

393 Unsatisfactory: The individual has been marked “NI” in this area on a previous  
394 evaluation or has been notified in writing and been given specific suggestions and  
395 reasonable time to improve, as outlined in the Professional Agreement Article 10,  
396 unless there has been an isolated situation of an extremely serious nature. Despite  
397 suggestions for improvement and attempts to assist with remediation by the  
398 administrator, it remains a serious concern.

399

400 Evaluators are required to make use of the space provided for comments about  
401 strengths, as well as about weaknesses. Amplifying comments are mandatory:

402

403 • On any item checked “needs improvement,” “unsatisfactory” or “exceeds  
404 expectations.”

405

406 • On ninety (90) day advisement of a probationary teacher.

407

408 • On thirty (30) day notice of charges of a tenure teacher.

409

410 Formal evaluation of the teacher should be recorded on the Fort Zumwalt School  
411 District Teacher Evaluation Report, and each formal evaluation report shall be  
412 mutually discussed between the principal and the teacher in a conference. Following  
413 such discussion, the teacher shall sign the evaluation report. The signature does not

414 indicate agreement, but only that the teacher has seen and discussed the report with the  
415 administrator. Written comments may be made on the form at the time of the interview  
416 or they may be attached to the form no more than fifteen (15) working days after the  
417 date of the evaluation conference.

418 Three (3) copies of each formal evaluation report are to be completed. One copy is  
419 transmitted to the Superintendent's Office. The principal retains one copy, and one  
420 copy is given to the teacher.

421

422 Initiation of termination proceedings for permanent or probationary teachers may  
423 begin at any time of the year subsequent to notification of deficiencies and adequate  
424 time given for remedies, if appropriate.

425 The individual teacher's evaluation file shall be open to no one except the teacher and  
426 his/her representative, if so desired, to administrative personnel, and to the Board of  
427 Education.

428

429 Any teacher who is not recommended for continued employment might appeal his/her  
430 evaluation by filing an Appeal Request Form in the Superintendent's Office within  
431 fifteen (15) working days of the date of the formal evaluation conference.

432

433 A. Upon receipt of an Appeal Request Form, the Superintendent shall meet with the  
434 teacher to discuss the appointment of an administrator other than the original  
435 evaluator to make additional evaluations(s). The result of any additional  
436 evaluation(s) shall be reported to the Superintendent for presentation to the Board  
437 of Education.

438

439 B. The appeal evaluator shall have unrestricted access to all pertinent information  
440 concerning the appeal in question.

441

442 C. A renewal contract for a probationary teacher who requests an appeal will be  
443 withheld, pending final disposition of his/her appeal.

444

445 In the event a teacher is not continued in employment, the Board will advise the  
446 teacher of the reasons in writing, with a copy to the Association, and will provide for a  
447 hearing where requested.

448

449 In the evaluation process it is understood that before a statement detrimental to a  
450 teacher's career or reputation is entered into the teacher's official personnel record, the  
451 teacher will be notified and will have an opportunity to have a written statement  
452 regarding the issue also included as a part of his/her record.

453

454 If the teacher believes that material to be placed in his/her file is inappropriate or in  
455 error, with the exception of judgments or conclusions contained in or related to the  
456 evaluation instrument, the teacher may receive adjustment, provided cause is shown  
457 by mutual agreement with the principal or through the grievance procedure,  
458 whereupon the material will be corrected or expunged from the file. Each teacher shall  
459 have the right to remove from his/her personnel file all derogatory material on the fifth

460 anniversary of its inclusion or thereafter, provided no similar derogatory information  
461 has been placed therein in the intervening years. Teachers may review their files at the  
462 building level or their files at District Administrative Offices by making an  
463 appointment to do so. The file maintained at District Administrative Offices is the  
464 official file.

465

466 Any complaint made against a teacher or person, for whom the teacher is responsible,  
467 by any parent, student, or other person will be promptly called to the attention of the  
468 teacher prior to the complaint being taken by the principal to a higher level. Any  
469 complaint not called to the attention of the teacher may not be used as the basis for any  
470 reprimand, discipline, or discharge. A teacher will be notified within two (2) working  
471 days of a principal learning of a complaint against a teacher.

472

473 Confidentiality should be encouraged for issues involving students and personnel. In  
474 the case of a complaint being filed, the administrator will make an effort to get the  
475 parties to resolve the conflict at the lowest possible level. Every effort will be made  
476 by administration to encourage the complainant to allow use of their name, or to  
477 address their complaint with the person (people) involved. If it is necessary for the  
478 complainant to remain anonymous the specifics of the complaint will be provided to  
479 the staff member involved. Hearsay or unsubstantiated complaints will not be used for  
480 reprimand or negative comments on the evaluation. For a complaint to be  
481 substantiated, the administration shall verify the incident occurred prior to any  
482 disciplinary action.

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## ARTICLE XI

487

488

### NATURE OF THE SCHOOL DAY

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490 Planned non-instructional time will be provided for teachers for the purpose of  
491 planning, grading papers, staffings, and individual conferences with parents or  
492 students. This time is considered a regular part of the school day and is subject to the  
493 supervision of the principal. A teacher shall not be required to do substitute teaching  
494 on his/her planning period. In the event teachers' planning time is taken away due to  
495 holiday parties, assemblies, or special interest activities, the teachers shall be  
496 reimbursed at their hourly rate.

497

498 The weekly teaching load in the middle and senior high schools shall include one  
499 planning period per day. Assignment to a supervised study period in the regular school  
500 day shall not be considered as a planning period.

501

502 The teaching load in the elementary schools (K-5) shall provide for all teachers to  
503 have at least 275 minutes of planning time per week with an average of fifty-five (55)  
504 minutes per day scheduled within the regular school day. Elementary teachers shall  
505 use for preparation all time during which their classes are receiving instruction or are

506 being supervised by other personnel. Every effort will be made to provide preparation  
507 time increments of no less than 15 minutes.

508

509 The length of the school day in the elementary, middle and senior high schools will be  
510 six (6) hours and thirty (30) minutes. In the event that the recommendations of a  
511 secondary study committee impact on a six (6) period day, that impact will be  
512 negotiated with the Association. Teaching specialists, librarians, counselors,  
513 educational diagnosticians and psychological examiners will have designated  
514 preparation time on the master schedule.

515

516 Efforts will be made by the Board of Education to review school dismissal times.

517

518 The district will make a serious effort to limit the collection of monies by classroom  
519 teachers.

520

521 A. Lunch Period: Teachers shall be scheduled for a duty-free lunch period of not  
522 less than thirty (30) minutes per day, except in the case of any emergency.  
523 Teachers may take their lunches any place on the school premises. If teachers  
524 choose to leave the building for more than 15 minutes, they will notify the  
525 office through use of the intercom system, stopping by the office and telling  
526 the principal's secretary or office clerk, notifying an administrator directly or  
527 some other reasonable method determined by the building principal.

528

529 B. Reporting to School and Leaving School Premises: A teacher is required to be  
530 in the classroom on assignment from the principal, or in conduct of an activity  
531 of a professional nature other than in the teacher's workroom, except for the  
532 duty-free lunch period, at least fifteen (15) minutes before the start of the  
533 students' scheduled day, and the necessary time after the students' scheduled  
534 day for the buses to leave and to dismiss the walkers. The time required outside  
535 students' scheduled day should not exceed fifteen (15) minutes before  
536 elementary school begins and during dismissal. An exception would be made  
537 only when individuals are involved in a staffing or IEP meeting. On a rare  
538 occasion when a teacher must leave a few minutes early, but not within the six  
539 and one half contract hours, that person will obtain permission from the  
540 building principal and will not be docked for that time. If a teacher finds it  
541 necessary to leave school premises during the school day, the principal or  
542 principal designee will be informed so proper arrangements can be made.  
543 Teachers are considered on duty while they are in the building from the time  
544 students arrive until they go home. Students should always be under the  
545 supervision of a teacher or school supervisor. Consistent with professional  
546 courtesy, a teacher shall be informed when the necessity for removal of a  
547 student under his/her supervision arises.

548

549 C. Faculty Meetings: Attendance at all called and regularly scheduled faculty,  
550 department, or subject area meetings is required unless excused by the  
551 principal. With the exception of emergency meetings, all meetings shall be

552 announced one week in advance, if possible, and shall be of no more than one  
553 hour duration or more than four hours per month. It should be realized that the  
554 faculty meeting is only one means of communication. The Board of Education  
555 encourages the use of a variety of good methods of communication in  
556 buildings, including the use of printed bulletins, bulletin board notices, subject  
557 area meetings, etc.

558

559 D. **Orientation Work Days / Registration Days:** No more than five (5) hours  
560 total will be spent in faculty meetings or student orientation activities during  
561 teacher workdays. These activities will be conducted during regular building  
562 hours. It is recognized that it is beneficial that teachers have as much time as  
563 possible to prepare for the new year. Educational diagnosticians and school  
564 psychological examiners are not required to be present during secondary  
565 registration days. If deemed to be needed by the administrator, then they can  
566 be asked to work and be paid their per diem for up to four days. This is in  
567 addition to the two extended days already allotted.

568

569 E. **Evening Activities:** Each building will have either an Open House or an  
570 Orientation Night that is held in the evening when teachers are required to  
571 attend. All other evening events, with the exception of Parent-Teacher  
572 Conferences, are on a volunteer basis.

573

574 F. **Parent-Teacher Conferences:** Teachers will make every effort to make  
575 themselves available for conferences with parents at their mutual convenience.  
576 Parent-teacher conferences may be scheduled with individual teachers. The  
577 annual parent-teacher conferences, as scheduled, may fall outside the normal  
578 working day; however, the total time of teacher participation shall not be less  
579 than the total time designated by the school calendar. Full-time kindergarten  
580 teachers shall be allowed four (4) days for parent-teacher conferences. Half-  
581 time kindergarten teachers shall be allowed two (2) days for parent-teacher  
582 conferences.

583

584 G. **State Teacher Meeting Days:** All certified personnel shall attend state  
585 teacher's meetings when schools are closed for such purpose or work in their  
586 respective buildings or attend district sponsored professional development  
587 opportunities. Plans for building level staff development regarding CSIP plans  
588 may be set in cooperation by the building principal and building CSIP  
589 committee on days when state teacher meetings are not held. Teachers are  
590 required to work regular days, however reasonable flexibility should be given  
591 to start and end times. The March 16, 2007 Professional Development day will  
592 be subject to the same conditions as the previous November State Teacher  
593 Meeting Days.

594

595 H. **Job-Sharing Program:** Job-sharing shall be defined as two teachers sharing  
596 one full-time position. Each person will work 17 hours per week. Requests for  
597 job-sharing must be jointly submitted along with the letter of intent to the

598 principal by March 1. The building principal will make the decision on the  
599 compatibility of staff members for job-sharing and the benefits for the  
600 students.

601  
602 With regard to continuation of job-sharing, the two teachers and the  
603 administrator should meet to discuss job sharing for the following school year  
604 by April 1. At that time the two teachers will determine their desire to job  
605 share, and the administrator will determine his/her recommendation about the  
606 continuation of the job share. If it is agreed upon by all three parties that the  
607 job share will continue, both teachers are obligated to each other to job share.  
608 If one teachers decides after April 1 not to job share, he/she is relinquishing  
609 his/her seniority rights for this position.

610  
611 When a job-sharing situation ends, the position should be given to the person  
612 who previously held the position. If both people came new to the job-sharing  
613 situation, and both wish to remain full time in the position, the person with the  
614 most district seniority will remain in the position as long as appropriate  
615 certification is held. The other person would submit a request for transfer and  
616 be allowed to interview for all openings in the district for which he/she is  
617 interested and certified. If the job sharing position reopens or if that position  
618 opens as a full time position prior to the start of the school year, he/she will be  
619 given the opportunity to return to the position.

620  
621 Job-sharing experiences may be available for all kindergarten positions,  
622 curriculum coordinator release time assignments, K-12 special education, K-12  
623 music, K-12 art, K-12 librarians, K-12 counselors, K-12 physical education,  
624 and any for any classroom teachers in grades 6-12. Job-sharing opportunities  
625 will be limited to one team (2 people) per building and will be for one year  
626 with the option to reapply for continuation of job-sharing. The Superintendent  
627 can make exceptions to the limit of two (2) people per building. In case of  
628 personal or family illness in which the employee is unable to work a full day's  
629 schedule, the district will strive to accommodate a reduced work schedule for a  
630 period of up to one year. Any extension beyond one year will be decided on a  
631 case-by-case basis.

632  
633 Job-sharing teachers' wages and paid leaves shall be pro-rated relative to  
634 actual time worked. Each year of job sharing shall count for one-half (1/2) year  
635 of seniority. All part-time employees are grandfathered for purposes of  
636 determining current seniority, and no one will have their number of years  
637 changed for past work experience. Beginning with the 1999-2000 school year,  
638 half time will count for ½ year for seniority purposes.

639  
640 District-provided benefits shall total one-half (1/2) of the full-time teacher's  
641 benefits. Should the job-sharing teacher choose to participate in the benefits  
642 program, it will be necessary for the teacher to pay the other one-half of the

643 costs. Participating teachers should consult with the retirement system  
644 regarding benefits based on PSRS regulations for part-time employees.

645

646 Upon completion of the job-sharing assignment, the teachers shall be returned  
647 to full-time assignments. There are no guarantees after job-sharing to return to  
648 the former position.

649

650 I. **Traveling Teachers:** The home-school assignment will be the school where a  
651 traveling teacher teaches in the afternoon or in the building where the teacher  
652 teaches most frequently. Home-school assignment is for purposes of payroll,  
653 correspondence, budgeting and faculty meetings. When feasible, the traveling  
654 teacher will be evaluated by the administrator at the school where they teach  
655 most frequently. The principals in all schools where a traveling teacher works  
656 will collaborate about the evaluation and the assignment of duties to assure that  
657 a traveling teacher has no more duties than any teacher.

658

659 Any conflicts with a schedule for a teacher within a building will be called to  
660 the attention of the building principal, and a resolution will be worked out  
661 jointly. Teachers who travel within a school day will be compensated at the  
662 approved IRS mileage rate. The District will establish the mileage  
663 reimbursement rate to coincide with the rate set by the Federal Government as  
664 of July 1 of that year. That rate will remain set through June 30 of the  
665 following year and be re-established each year for the life of the contract. The  
666 principals involved in working with the teacher who has this kind of  
667 assignment will notify the teacher of the reimbursement procedure and will  
668 certify the request for reimbursement for mileage on a monthly basis. In those  
669 cases where a teacher is assigned to more than one school, but his/her  
670 assignment does not require him/her to change schools during the course of the  
671 school day, no mileage will be granted. A teacher who travels between schools  
672 within a day shall be given up to thirty (30) minutes travel time, as determined  
673 by the Superintendent. Travel time shall not include passing time at the  
674 secondary level.

675

676 Full time traveling teachers have the same allotment for classroom  
677 expenditures as teachers assigned to one building. These funds will be  
678 available in accordance with the amount of time assigned to each building. For  
679 example, a teacher whose time is split evenly between two buildings would  
680 have access to one-half the negotiated amount at each location.

681

682 If a teacher misses plan or lunchtime or works an extended day, the teacher  
683 will be compensated at the teacher's per minute rate. Should a traveling teacher  
684 be asked to attend a second open house, the traveling teacher will be paid at the  
685 curriculum development rate for the additional open house activity.

686

687 J. **Emergency Situations:** Whenever an emergency circumstance arises, efforts  
688 will be made to utilize support staff for student supervision where feasible. It is

689 understood that there are some instances when certificated staff may be needed  
690 to supervise their students beyond the normal schedule. These instances shall  
691 include natural disasters, such as earthquakes, tornadoes, floods, and  
692 thunderstorms. When circumstances exist other than those cited, and extend  
693 beyond a four-day period, additional options will be considered, including but  
694 not limited to extra compensation for the staff member.

695  
696 In the event that possession of a building or completion of construction does  
697 not occur until after the start of the school year, provisions will be made for  
698 teachers to have one day to set up their classrooms. If additional time is  
699 needed, requests can be made to the Assistant Superintendent for Personnel  
700 Services.

701

702

703

## **ARTICLE XII**

704

705

### **TEACHER PROFESSIONAL RESPONSIBILITY**

706

707 In acknowledging that the role of the teacher is to perform those duties that are  
708 consistent with a trained professional in society, it is the individual's responsibility  
709 to comply with certification requirements, salary schedule provisions, general  
710 benefit requirements, and all other policies as adopted and stated by the Board of  
711 Education, including the provisions of this Agreement. Appropriate administrative  
712 offices will provide information at a teacher's request in order for that teacher to  
713 stay aware of his/her status in regard to necessary compliance.

714

715

716

## **ARTICLE XIII**

717

718

### **ASSOCIATION/TEACHER RIGHTS**

719

720 The Association and its representatives shall have the right to use school buildings  
721 at all reasonable hours for meetings, provided that when special custodial service  
722 is required, the Board may make a reasonable charge therefore.

723

724 Duly authorized representatives of the Association shall be permitted to transact  
725 official Association business on school property at all reasonable times, provided  
726 that this shall not interfere with or interrupt normal school operations, and that  
727 such representatives shall register in the principal's office upon entering the  
728 facility.

729

730 The Teacher's Association may use the intradistrict pony mail for communication  
731 purposes involving association business. Excluded from this would be non-school  
732 groups affiliated with the Teacher's Association.

733

734 The Association shall have the right to use school facilities and equipment,  
735 including, but not limited to, typewriters, mimeographing machines, other  
736 duplicating equipment, calculating machines, audio-visual equipment, facsimile  
737 machines, computers (including e-mail service), etc., at reasonable times, when  
738 such equipment is not otherwise in use. The Association shall pay for the  
739 reasonable cost of all materials and supplies incident to such use. The Board  
740 agrees to furnish the Association with information specifically designated by  
741 request if such information is a matter of public record and does not cost the Board  
742 to gather or design, including overhead costs, except minimal reproduction  
743 expense.

744  
745 A bulletin board will be designated in each building for the exclusive use of the  
746 Association.

747  
748 The Board packet will be available to be picked up by the Association President at  
749 the end of the day on Friday before the regular monthly meeting. For  
750 confidentiality purposes, the Personnel Report will be provided at the meeting.

751  
752 A teacher and principal will make every attempt possible to resolve concerns  
753 solely between the two parties. When two administrators meet with a teacher, the  
754 teacher has a right to representation in the meeting. At a conference called to  
755 inform a teacher of a performance issue or reprimand, the teacher will be informed  
756 of the nature of the conference and will be allowed to invite a representative of  
757 his/her choice from the building to serve as a silent observer. The principal has the  
758 option of including a silent observer of his/her choice as well. If three meetings  
759 have been held on the same performance issue during any given year, the teacher  
760 may invite a representative of his/her choice to the fourth and any subsequent  
761 disciplinary meeting on this topic.

762  
763 Parents wishing to observe a classroom will go through the school principal who  
764 will work with the teacher to prearrange a mutually agreeable time. Principals will  
765 encourage parents to limit the observation to an hour.

766  
767

## 768 **ARTICLE XIV**

769

### 770 **PROFESSIONAL ORGANIZATION AND PAYROLL DEDUCTIONS**

771

772 A. **Professional Organization:** It is recognized that professional personnel have the  
773 right to join or refrain from joining any organization for their professional or  
774 economic improvement.

775

776 B. **Association Payroll Deductions:** Payroll deductions will be made for  
777 professional dues and Political Action Committee (PAC) contributions. Any  
778 teacher who is a member of the Association, or who has applied for membership,  
779 may sign and deliver to the Board an assignment authorizing deduction of

780 membership dues including PAC contributions. The assignment card shall be  
781 delivered to payroll no later than the 5<sup>th</sup> of the month for which the deduction is to  
782 be made. Such authorization shall continue in effect from year to year unless  
783 revoked in writing between June 1 and September 1 of any year. Pursuant to such  
784 authorization, the Board shall deduct such dues in equal amounts from the regular  
785 salary checks of the teacher, beginning in September and ending in August of each  
786 year, except as such deductions shall cease and all obligations related thereafter be  
787 void upon an employee's termination from employment.

788 Deductions for teachers employed or enrolled after commencement of the school  
789 year shall be appropriately prorated to complete full payment by the August  
790 paycheck. The Association agrees to hold the Board harmless for any damages  
791 arising out of legal action by an employee or the Association contesting any  
792 application of this policy and/or procedure.

793

794 With respect to all sums deducted by the Board pursuant to authorization of the  
795 employee for Association membership dues, the Board agrees to remit promptly  
796 the same to the Association. On or before September 1 of each year, the  
797 Association shall certify to the Board the total amount of Association dues for the  
798 ensuing year. The Board will submit to the Association an initial alphabetical list  
799 of teachers for whom such deductions have been made following the start of the  
800 school year and such additions as shall become effective during the year.

801

802 C. **Other Payroll Deductions:** Upon appropriate written authorization from the  
803 teacher, the Board shall deduct from the salary of any teacher and make  
804 appropriate timely remittance for annuities, credit union, dependency insurance  
805 (only through the company with which the Board-paid insurance is carried), salary  
806 protector with any organizational sponsored company, or any other plan or  
807 program as provided by the Board. Any individual utilizing this provision shall be  
808 limited to two (2) changes annually. Insofar as tax-sheltered annuities are  
809 concerned, companies receiving funds from the Fort Zumwalt employees prior to  
810 July 1, 2002 shall be "grandfathered" concerning any changes in requirements.  
811 Annuity companies wanting to be added to the list of approved companies must  
812 have signed agreements of participation from 10 employees. Officials of the new  
813 companies must complete and sign the "Service Provider Agreement."  
814 Representatives of new companies must submit all pertinent information on the  
815 company, including the financial status of the company. New teachers must  
816 participate in an existing company or have a new company established based on  
817 the aforementioned guidelines. Once a company is on the list it will remain even  
818 if less than 10 people participate at one time.

819

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825

826 **ARTICLE XV**

827 **PROFESSIONAL DEVELOPMENT**

828  
829  
830 The Board endorses the commitment to professional development and shall, during the  
831 term of this agreement, support activities such as the attendance of conferences,  
832 workshops and in-service training by budgeting funds for such purpose. District  
833 curriculum studies approved by the Board will be announced, and teachers may  
834 express interest in participating in curriculum development efforts. Teachers who are  
835 selected to participate in a district-approved curriculum study will be reimbursed at the  
836 rate of \$32.00 per hour for activities directly related to the development of curriculum,  
837 provided these activities are outside of the regular school work day. The option of  
838 developing curriculum during the regular school work day by utilizing release time  
839 from the regular class assignment will be available on a study-by-study basis.  
840 Released time will be provided during the regular schoolwork day in lieu of the  
841 reimbursement rate outside of the regular schoolwork day.

842  
843 These options will in no way adversely affect the adequate input of elementary  
844 teachers provided for the study. The method of input will be decided by the curriculum  
845 coordinator and the teachers in the spring preceding the actual curriculum study. These  
846 options will be in effect for the duration of the agreement.

847  
848 A. **Professional Development Committee:** The District formed a Professional  
849 Development Committee for the 1988-89 school year as prescribed by law. The  
850 Committee is charged with the responsibility of implementing guidelines for the  
851 Professional Development Committee as specified by the Department of  
852 Elementary and Secondary Education. The Superintendent or his/her designee(s)  
853 serves as an ex-officio member(s) of the Committee.

854  
855 The district Professional Development Committee (PDC) will consist of one  
856 teacher representative from each building. That person will serve a three-year  
857 term and will be elected by the teaching staff at that building. The PDC will be  
858 chaired by one of the teacher representatives and elected by the Professional  
859 Development Committee.

860  
861 Members who do not complete their term shall be replaced by the selection  
862 process held each spring.

863  
864 The Professional Development Committee has as its responsibilities:

865  
866 To provide a plan of professional development for teachers in their first two  
867 years of teaching and to provide programs of professional development and  
868 improvement for experienced teachers.

869  
870 The members of the Committee shall be convened a minimum of three (3)  
871 times per year. When officially convened by the Superintendent or his/her

872 designees, the committee will be reimbursed at the regular curriculum study  
873 rate.

874

875 Members who do not complete their term shall be replaced by the selection  
876 process held each spring.

877

878 B. **Workshops and Conferences:** There will be budgeted monies, which will be  
879 devoted to teacher attendance at subject matter workshops and conferences.  
880 Summer and weekend staff development opportunities will be offered and  
881 included in the staff development handbook provided to the staff. Out of District  
882 Travel Requests will also be considered for summer and weekends. The District  
883 will establish the mileage reimbursement rate to coincide with the rate set by the  
884 Federal Government as of July 1 of that year. That rate will remain set through  
885 June 30 of the following year and be re-established each year for the life of the  
886 contract. It will be the responsibility of the teacher(s) attending a meeting on an  
887 expense allowance to file a Conference Attendance Report in regard to the  
888 professional activities at the meeting. Staff members participating in district-  
889 approved summer professional development opportunities will be allowed to  
890 accrue district in-service credit.

891

892 C. **Teacher Initiated Projects for Curriculum Improvement:** Any teacher, or  
893 group of teachers, constituting department or grade level in that school, may  
894 submit to the principal a project proposal related to curriculum development,  
895 development of instructional materials, evaluation of existing programs and  
896 materials, or a proposal otherwise related to the improvement of the instructional  
897 program of the Fort Zumwalt School District. Such proposals shall be submitted  
898 no later than December 15. Non-approval by any administrator, or subsequently by  
899 the Board, shall not be subject to grievance procedure.

900

901 D. **Department Chairperson/Elementary Grade Level Chairperson:** Chairperson  
902 positions will be established for departments/grade levels having a minimum of  
903 four (4) members. Other areas of allied interest with less than four (4) members,  
904 but more than three (3) members, based on a full-time equivalency count, will  
905 have a chairperson position established upon the request of the members. Duties  
906 provided by the Chairpersons will be performed under the supervision of the  
907 principal. The principal will be responsible for evaluating the duties performed and  
908 will make recommendations to the Superintendent for the filling of chairperson  
909 positions. The rate of pay for Chairperson positions will be \$2,500.00 for the  
910 2008-2009, 2009-2010 and 2010-2011 school years.

911

912 All full-time staff members who sign a contract for the activity and do not co-  
913 sponsor, supervise part-time, or serve a partial year only, will receive a 10%  
914 adjustment on the total dollar amount of their point value or yearly stipend after  
915 ten (10) years in the position and a 5% adjustment after five (5) years in the  
916 position. This experience modification would only be in effect for extra-curricular  
917 positions that are tied to a point value determined by the extra-curricular task force

918 or yearly stipends for curriculum coordinators, department chairpersons or grade  
919 level chairpersons. No experience modification would be awarded for any other  
920 positions than those indicated. The experience modification will be awarded only  
921 for continuous service in the district and can be transferred from building to  
922 building as long as the position is identical. A leave of absence will not constitute  
923 an interruption in continuous service.

924

925 E. **Curriculum Coordinators:** Curriculum Coordinator positions will be established  
926 as determined by the Board of Education. Duties provided by Curriculum  
927 Coordinators will be performed under the supervision of the Assistant  
928 Superintendent for Curriculum and Instruction. The Assistant Superintendent for  
929 Curriculum and Instruction will be responsible for evaluating the duties performed.  
930 Curriculum Coordinators will be paid a stipend of \$3,000.00 for 2008-2009, 2009-  
931 2010 and 2010-2011.

932

933 All full-time staff members who sign a contract for the activity and do not co-  
934 sponsor, supervise part-time, or serve a partial year only, will receive a 10%  
935 adjustment on the total dollar amount of their point value or yearly stipend after  
936 ten (10) years in the position and a 5% adjustment after five (5) years in the  
937 position. This experience modification would only be in effect for extra-curricular  
938 positions that are tied to a point value determined by the extra-curricular task force  
939 or yearly stipends for curriculum coordinators, department chairpersons or grade  
940 level chairpersons. No experience modification would be awarded for any other  
941 positions than those indicated. The experience modification will be awarded only  
942 for continuous service in the district and can be transferred from building to  
943 building as long as the position is identical. A leave of absence will not constitute  
944 an interruption in continuous service.

945

946 F. **Meetings with Administrators:** The Superintendent or his/her designee shall  
947 meet with representatives of the Association once per month, upon request of the  
948 Association, at a mutually agreeable time to discuss matters of mutual concern.  
949 Such meetings shall not be utilized to resolve grievances. Quarterly meetings of  
950 the Superintendent's Advisory Council will be held. Dates will be established for  
951 the entire year and given priority so that they are not canceled unless a dire district  
952 emergency occurs. The Superintendent and the president of FZEA will establish  
953 the composition of the Council. In addition, every school will establish a system  
954 where teachers and administrators meet on a regular basis to address faculty  
955 concerns.

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964 **ARTICLE XVI**

965 **LEAVE POLICIES**

966  
967  
968 A. **Personal Leave:** Three (3) days of personal leave shall be granted annually to  
969 each teacher upon notice to the Superintendent of Schools. The Superintendent of  
970 Schools shall be notified at least one (1) week in advance except in cases of  
971 emergency as determined by the appropriate building principal. With prior  
972 approval from the principal, personal leave may be taken in hourly increments  
973 with continued consideration to the six-percent (6%) rule. In emergency  
974 situations, the superintendent may review and approve additional requests for  
975 personal leave if a building exceeds the 6% rule on a given day. Teachers may  
976 take personal leave to attend a conference with their child’s teacher at any time  
977 other than the district’s scheduled parent/teacher conferences provided current  
978 personal leave guidelines are followed. Personal leave shall not be approved for  
979 more than 6% (rounded to the nearest whole number) with a minimum of three (3)  
980 teachers in a given building on a given day. Unused personal leave shall be  
981 credited to a teacher and shall be cumulative to a maximum of four (4) days.  
982 Unused personal leave in excess of four (4) days shall be credited to the  
983 individual’s sick leave. Unused personal leave will be rolled over into sick leave at  
984 the end of a teacher’s last year with the district before retirement. No teacher shall  
985 be permitted the use of personal leave on the last actual working day of the school  
986 year.

987 No teacher shall be permitted the use of personal leave the day preceding or  
988 subsequent to a holiday or preceding or subsequent to Winter Break or Spring  
989 Break except in the following instances:

- 990
- 991 1. Teachers may elect to use one personal leave day before or after a holiday with  
992 the approval of the Superintendent as long as the current six-percent (6%)  
993 guideline is in effect. After five years of service with the district, a teacher  
994 may elect to use a second personal leave day before or after a holiday with the  
995 approval of the Superintendent as long as the current six-percent (6%)  
996 guideline is in effect. In the case of a funeral, the Superintendent or designee  
997 may grant a personal leave day before or after a holiday. A memorial folder or  
998 newspaper clipping should be attached to the Personal Leave Form.  
999
  - 1000 2. In the case of an emergency, the Superintendent of Schools shall review the  
1001 circumstances surrounding the emergency and may grant paid personal leave.  
1002 Where the teacher has utilized his/her personal leave, the Superintendent may  
1003 advance personal leave against the next school year’s personal leave. In the  
1004 event a teacher does not return the following school year, any advanced  
1005 personal leave days will be deducted from reimbursement of accumulated sick  
1006 leave. If accumulated sick leave does not exist, the teacher’s final paycheck  
1007 will be adjusted.  
1008

1009 B. **Bereavement Leave:** Teachers shall be granted up to three (3) days of  
1010 bereavement leave because of each death of a member of the immediate family.  
1011 The term “immediate family” shall include spouse, children, step-children, parents,  
1012 parents-in-law, step-parents, brothers, brothers-in-law, sisters, sisters-in-law, sons-  
1013 in-law, daughters-in-law, grandparents, grandparents-in-law, grandchildren,  
1014 immediate aunts and uncles, foster children and life partner. Nothing herein shall  
1015 be interpreted to prohibit a teacher’s use of personal leave. A teacher may write to  
1016 the Superintendent for the following special considerations:

- 1017 • Extended bereavement leaves up to five days.
- 1018 • The need for additional days used in the form or sick leave for bereavement  
1019 purposes (Superintendent may request a doctor’s note if applicable).
- 1020 • Persons not covered under immediate family.

1021  
1022 C. **Sick Leave:** Absences may be charged against sick leave for illness of the teacher.  
1023 If there is a question as to whether the employee is able to perform his/her duties,  
1024 the Superintendent may postpone the employee’s return to work upon the  
1025 recommendation of a medical doctor.

1026  
1027 Absences may also be charged against sick leave for illness of a member of the  
1028 teacher’s immediate family (spouse, children, step-children, parents, parents-in-  
1029 law, brothers, brothers-in-law, sisters, sisters-in-law, sons-in-law, daughters-in-  
1030 law, grandparents, grandparents-in-law, grandchildren, immediate aunts,  
1031 immediate uncles, step-parents, foster children and life partner) in those instances  
1032 where it is necessary for a teacher to be with the member of his/her immediate  
1033 family during such illness.

1034  
1035 Returning teachers and teachers who are scheduled to start work on the first  
1036 contract day will automatically accrue eleven (11) sick days at the start of each  
1037 school year. No personal leave may be taken on the first contract day (teacher  
1038 workday) and a doctor’s note may be required if a sick day is requested. Teachers  
1039 who are scheduled to start work after the start of the school year shall be credited  
1040 with one (1) day of sick leave for each scheduled working month or any part  
1041 thereof up to a maximum of ten (10) days of sick leave. Anyone who separates  
1042 from the system during the year who has used sick leave beyond its availability  
1043 had it been allocated on the basis of one day per month of employment, shall have  
1044 the final paycheck adjusted to reflect an overpayment of earnings to that employee.  
1045 Anyone who separates from the system during the year who has not used sick  
1046 leave beyond its availability will receive reimbursement for unused sick leave days  
1047 on the basis of one (1) day per month of employment. Unused sick leave days shall  
1048 be credited to each employee with unlimited accumulations. During the first month  
1049 of the school year, the teacher may check with his/her principal to determine the  
1050 number of accumulated sick days. At the time of employment, each new teacher  
1051 shall contribute his/her first day of sick leave to the sick leave bank. The Board of  
1052 Education shall match each of these days, and the total shall constitute the sick  
1053 leave bank. If a teacher needs sick leave in addition to his/her total days  
1054 accumulated, he/she may apply to the sick leave bank for an extension. The sick

1055 leave bank is authorized to grant additional sick leave days from the bank. The  
1056 payroll office is to be notified immediately by the sick leave bank of its action and  
1057 of the number of days left in the bank after each award. (See appendix A)  
1058

1059 1. **Sick Leave Incentive Prior to Retirement:** Upon leaving the district prior to  
1060 retirement, a teacher shall be paid at the rate of \$45.00 per day for the three-  
1061 year agreement for all current or accumulated sick leave and shall receive  
1062 written notification of eligibility for reimbursement. Any claim for  
1063 reimbursement herein by an individual separating from the district shall be  
1064 invalid if not filed within thirty (30) calendar days of the final workday.  
1065

1066 2. **Sick Leave Severance Pay at Retirement:** Severance pay at retirement, as  
1067 verified by the receipt of the first check from the Missouri Public School  
1068 Retirement System, shall be paid to a retiring teacher for all unused,  
1069 accumulated sick leave at the base rate for substitute teachers during the year  
1070 of their retirement per day for the life of the contract.  
1071

1072 As an option to the above procedure, a retiring teacher may receive his/her  
1073 accumulated sick leave, including those days earned in the final year of  
1074 employment, into twenty-four (24) equal additional payments during the final  
1075 year of employment. The following procedure must be followed: (1) the  
1076 teacher must notify the Superintendent of his/her intent to retire on or before  
1077 September 1 in the year retirement is to take place, and (2) an appropriate  
1078 district-provided form must be completed, notarized, and returned to the  
1079 Superintendent's office on or before September 1. Adjustments to the final  
1080 paycheck will be made to reflect any use of sick leave taken during the final  
1081 year.  
1082

1083 3. **Attendance Incentive:** In addition to the severance pay plan of reimbursement  
1084 for accumulated sick leave days upon leaving the district, the district will also  
1085 offer a more "immediate" incentive for teachers not to use any more personal  
1086 leave or sick leave than necessary. Each teacher who does not use any  
1087 personal, sick leave, or dock days in a school year will be awarded \$150 for  
1088 perfect attendance in that school year. Each teacher who misses only one (1)  
1089 day during the school year will be awarded \$50. The payment of \$150 for  
1090 perfect attendance in a school year or the payment of \$50 for missing only one  
1091 (1) day will be made in the month following the end of the school year. Use of  
1092 jury duty leave, subpoenaed witness leave, and bereavement leave will not  
1093 count as absences for the purpose of implementing this incentive.  
1094

1095 D. **Dock Days:** The Superintendent may grant a teacher's request to be absent  
1096 without pay. Approved dock day absences will be coordinated with the building  
1097 principal.  
1098

1099 Absence from duty without proper excuse or verification, or for misuse of leave  
1100 days, shall be considered grounds for disciplinary action to include a notation in

1101 the teacher's personnel file and may result in the deduction of the appropriate  
1102 number of day's pay. A deduction for each day's absence shall be determined in  
1103 the following manner: Divide the teacher's annual contractual salary by the  
1104 number of days specified in the contract.

1105  
1106

1107 **E. Family Care Leave:**

1108

1109 1. A leave of absence without pay shall be granted for a teacher for the purpose of  
1110 family care. Family as defined herein shall require the individual being cared  
1111 for must reside in the home of the teacher. Said leave shall be for a period of  
1112 time mutually agreed upon by the teacher and the Board of Education. The  
1113 Board of Education may or may not approve a second year leave based on  
1114 projected availability of teaching positions upon return.

1115

1116 2. Such leave shall not impair the tenure of a permanent teacher, nor constitute a  
1117 break in consecutive years of employment of a probationary teacher for the  
1118 purpose of obtaining tenure, but periods of such leave of absence shall not be  
1119 counted as periods of service in determining length of service for tenure  
1120 purposes.

1121

1122 3. A return to the salary schedule by the teacher shall be in accordance with  
1123 application of the existing policies for placement on the salary schedule used to  
1124 place all teachers.

1125

1126 4. A teacher returning to employment after family care leave shall be returned to  
1127 the same position or to a position equivalent to his/her previous assignment.

1128

1129 5. Such teacher may elect to continue insurance benefits at his/her own expense  
1130 for the duration of the leave by providing the school district with appropriate  
1131 premium payments in the manner required by the payroll office.

1132

1133 6. The teacher shall not lose accumulated sick leave days as a result of said leave  
1134 nor add to it during such period.

1135

1136 **F. Family and Medical Leave Act of 1993:** In addition to the leave policies already  
1137 available to teachers, the Family and Medical Leave Act of 1993 (P.L. 103-3)  
1138 allows eligible employees leave without pay for certain specified reasons, effective  
1139 August 5, 1993. An employee is eligible if he/she has been employed by the  
1140 District for at least 12 months and has worked at least 1,250 hours during the  
1141 previous 12 months. Teachers who qualify under the Family and Medical Leave  
1142 Act of 1993 may use accumulated sick leave in the same manner that sick leave is  
1143 applied to other absences. During such periods of time the normal insurance  
1144 coverage will continue at district expense. Eligible employees are entitled to a total  
1145 of 12 workweeks of unpaid leave during any fiscal year for one or more of the  
1146 following reasons:

- 1147 1. **Birth/Care of Child:** Because of the birth of a son or daughter of the  
1148 employee and in order to care for such son or daughter;  
1149  
1150 2. **Adoption/Foster Care Placement:** Because of the placement of a son or  
1151 daughter with the employee for adoption or foster care;  
1152  
1153 3. **Care of Sick Spouse/Child/Parent:** In order to care for the spouse, or a son,  
1154 daughter, or parent, of the employee, if such spouse, son, daughter, or parent  
1155 has a serious health condition; and  
1156  
1157 4. **Personal Sick Leave:** Because of a serious health condition that makes the  
1158 employee unable to perform the functions of the position of such employee.  
1159

1160 The following provisions shall apply to leaves of absence as authorized herein:  
1161

- 1162 a. **Limit on Child Care Leave:** The right to leave under subparagraphs 1 and  
1163 2 shall expire at the end of the 12-month period beginning on the date of  
1164 such birth or placement of a son or daughter.  
1165  
1166 b. **Serious Health Condition:** The term “serious health condition” as used in  
1167 subparagraphs 3 and 4 means illness, injury, impairment, or physical or  
1168 mental condition that involves inpatient care in a hospital, hospice, or  
1169 residential medical care facility, or continuing treatment by a health care  
1170 provider.  
1171  
1172 c. **Relationship to Paid Leave:** Through other leave policies, paid sick days  
1173 are already available to employees for leave in some of the categories set  
1174 out in subparagraphs 1 through 4 above. Where paid sick days are  
1175 available, employees are required to substitute such paid sick days for that  
1176 portion of the 12-week period of unpaid leave.  
1177  
1178 d. **Certification:** The District may require that a request for leave under  
1179 subparagraph 3 or 4 be supported by certification issued by a doctor. If the  
1180 district has reason to doubt the validity of the certification, the district may  
1181 require, at the district’s expense, that the employee obtain the opinion of a  
1182 second doctor designated by the district. In any case where the second  
1183 opinion differs from the original certification, the district may require, at  
1184 the district’s expense, that the employee obtain the opinion of a third doctor  
1185 designated or approved jointly by the district and the employee, whose  
1186 certification shall be final and binding.  
1187  
1188 e. **Intermittent or Reduced Schedule Leave:** When medically necessary,  
1189 leave under subparagraphs 3 and 4 may be taken intermittently or on a  
1190 leave schedule that reduces the usual number of hours per work week or  
1191 work day. If the employee requests intermittent leave, or leave on a  
1192 reduced leave schedule that is foreseeable based on planned medical

1193 treatment, the district may require such employee to transfer temporarily to  
1194 an available alternative position for which the employee is qualified and  
1195 which has equivalent pay, benefits, and better accommodations for  
1196 recurring periods of leave than the regular employment position of the  
1197 employee.

1198  
1199 f. **Advance Notice of Foreseeable Leave:** Where leave under subparagraphs  
1200 1 or 2 is foreseeable based on an expected birth or placement, the employee  
1201 shall provide the district with not less than 30 days prior notice of the  
1202 employee's intention to take leave. When the necessity for leave under  
1203 subparagraphs 3 or 4 is foreseeable based on planned medical treatment,  
1204 the employee shall make a reasonable effort to schedule the treatment so as  
1205 not to unduly disrupt the operations of the district and shall provide the  
1206 district with not less than 30 days prior notice of the employee's intention  
1207 to take leave.

1208  
1209 g. **Restoration to Position:** Any eligible employee who takes leave under  
1210 subparagraphs 1 through 4 above shall be entitled, on return from such  
1211 leave, to be restored to the position held when the leave began, or to an  
1212 equivalent position with equivalent employment benefits, pay, and other  
1213 terms and conditions of employment.

1214  
1215 h. **Special Rules Applicable to Leave Periods Near End of a Semester:**  
1216 Because the end of the semester is a critical time for such tasks as  
1217 developing final exams and for the evaluation of students, the following  
1218 special rules apply to instructional employees seeking to return from leave  
1219 during the last three weeks of a semester:

1220  
1221 1. If the employee begins the leave five or more weeks prior to the end of  
1222 the semester, and the period of leave is for more than three weeks, then  
1223 the district can require an employee seeking to return within the last  
1224 three weeks to wait until the next semester.

1225  
1226 2. If the employee begins any leave (except personal sick leave) less than  
1227 five weeks before the end of the semester, and the period of leave is  
1228 greater than two weeks, then the district can require an employee  
1229 seeking to return within the last weeks to wait until the next semester.

1230  
1231 3. If the employee begins any leave (except personal sick leave) three or  
1232 fewer weeks before the end of the semester and the period of leave is  
1233 greater than five working days, the district may require the employee to  
1234 wait until the next semester.

1235  
1236 i. **Continuation of Health Insurance:** During the period of leave, the  
1237 district shall maintain health insurance coverage (Health and Major  
1238 Medical, Dental, Optical) at district expense under the conditions coverage

1239 would have been provided if the employee had continued in employment  
1240 continuously for the duration of such leave.

1241

1242 j. **Questions Regarding Family and Medical Leave Act:** The foregoing  
1243 provisions represent an overview of the Family and Medical Leave Act of  
1244 1993. Specific questions concerning leaves of absence shall be referred to  
1245 the Assistant Superintendent for Personnel Services and will be resolved  
1246 consistent with the provisions of the law.

1247

1248 G. **Sabbatical Leave:** Sabbatical leave shall be granted by the Board subject to the  
1249 following conditions:

1250

1251 1. At the time the application is submitted, the applicant must have completed at  
1252 least five (5) successive years of teaching in the Fort Zumwalt system and have  
1253 obtained the educational level of at least the Bachelor's plus fifteen (15) hours  
1254 of graduate work.

1255

1256 2. Request for leave must be received in writing by the Superintendent no later  
1257 than December 1, and action must be taken no later than March 1 in the year  
1258 preceding the year that leave is to be taken. The request will be for a full year  
1259 at pay equivalent to the base salary for the year in which the leave is to be  
1260 taken or for one-half (1/2) year at pay equivalent to the base salary for the  
1261 period. The one-half (1/2) year must coincide with the first or second semester  
1262 of the school year.

1263

1264 3. The teacher seeking leave must submit a proposal to the Board of Education  
1265 indicating what activity is planned by the teacher while on leave. The Board  
1266 shall judge the request in terms of professional growth for the individual and  
1267 benefit to the district, which would be realized from such a leave. In order to  
1268 be of benefit to the district, the year must be spent certifying, training, and  
1269 preparing the teacher to assume a position of critical need to the district.

1270

1271 4. Upon return, the teacher must spend a minimum of two (2) years in the Fort  
1272 Zumwalt School System.

1273

1274 5. Upon return, the teacher shall be placed at the same salary level he/she would  
1275 have achieved had he/she not taken a sabbatical leave.

1276

1277 6. While on leave, the teacher shall earn credit toward retirement and shall pay  
1278 his/her own contributions.

1279

1280 7. The teacher shall be reinstated to the same or comparable teaching position  
1281 held at the time leave was granted.

1282

1283 8. A maximum of two persons on the teaching staff may be on sabbatical leave at  
1284 any given period of time.

- 1285 H. **Military Leave:** Persons drafted or activated into the military services while in the  
1286 employ of the district shall be granted leave without pay and without loss of status  
1287 for the period of the service. Upon honorable discharge from such service the  
1288 teacher shall be reinstated with full credit for time in service. The period of the  
1289 service will be accepted to be that of the minimum requirement of the original  
1290 notice except in cases of earlier release. A teacher returning to employment after  
1291 military service shall be returned to the same or equivalent position.  
1292
- 1293 I. **Association Leave:** During the term of office, the President of the Association  
1294 shall be granted leave for the equivalent of up to three (3) class periods per day.  
1295 The Association will inform the Board in the spring of each year of the amount of  
1296 time needed for the following fall. The Association will reimburse the Board for  
1297 the cost of a substitute.  
1298
- 1299 J. **Jury Duty Leave:** Jury duty, when summoned, is considered a civic  
1300 responsibility. Leave will be granted for the period of jury service. Adequate  
1301 notice is to be given to the principal/director(s). The difference in daily wages and  
1302 payment received for jury duty will be paid for each day served on jury duty. A  
1303 substitute will be provided, if necessary.  
1304
- 1305 K. **Subpoenaed Witnesses Leave:** Employees who are subpoenaed to serve as a  
1306 witness in court will be excused from their duties for the necessary amount of time  
1307 and will receive their salary for this period. The absence will not be charged  
1308 against any of the leave days provided by the Board of Education.  
1309
- 1310 L. **Reimbursement for Unused Sick Leave for Deceased Employees:** For purposes  
1311 of paying for unused days of sick leave, the death of a staff member will be treated  
1312 in the same manner as retirement, and the prevailing retirement rate will be used in  
1313 the calculation. Each employee will be asked at the time of employment to indicate  
1314 the person to whom they wish such payment to be made, if necessary.  
1315  
1316  
1317

## 1318 ARTICLE XVII

### 1319 LEAVES OF ABSENCE WITHOUT PAY

- 1320  
1321
- 1322 A. **Tenure Teacher:** A tenure teacher may be granted a leave of absence without pay  
1323 for a period not to exceed one (1) school year. Such leave shall not impair the  
1324 tenure of the teacher. The Board of Education may or may not approve a second  
1325 year leave based on projected availability of teaching positions upon return.  
1326
- 1327 B. **Probationary Teacher:** The Board of Education may consider a leave of absence  
1328 for a probationary teacher, if such leave pertains to further education to fulfill  
1329 certification requirements. The Board of Education may or may not approve a

1330 second year leave based on projected availability of teaching positions upon  
1331 return.

1332

1333 C. **Procedure for Requests:** Request for such leave must be presented in writing to  
1334 the Superintendent's Office no later than March 1 of the year preceding the year  
1335 that the leave is to be taken.

1336

1337 The teacher requesting a leave of absence shall submit to the Board of Education a  
1338 proposal, which shall show the benefit to both the teacher and to the school  
1339 district. A final report summarizing the activities while on leave shall be filed with  
1340 the Superintendent's Office upon return from leave of absence.

1341

1342 The Board of Education shall evaluate this proposal on the basis of:

1343

- 1344 1. The value of the teacher's proposed leave to the needs of the district.
- 1345 2. The appropriateness of the teacher's proposed leave to his/her probable future  
1346 assignment.
- 1347 3. The performance record of the teacher.
- 1348 4. The availability of personnel to replace the teacher during the leave period.

1349

1350 The teacher shall sign an agreement to return to the service of the school district,  
1351 and to continue in such service for a period of at least one (1) school year, upon  
1352 completion of the leave of absence.

1353

1354 Upon return, the teacher shall be placed at a salary level which will not reflect  
1355 increment movement for time not in service to the district.

1356

1357 Sick leave days shall not be granted for the period of leave, but accumulated sick  
1358 leave shall not be affected or impaired upon return to the district.

1359 Premiums for Board-paid insurance will not be paid by the district during the leave  
1360 period.

1361

1362 The number of persons on leave of absence shall be limited each year to not more  
1363 than one (1) percent of the instructional staff.

1364

1365 A teacher, upon return from leave of absence, shall be assigned the same position  
1366 or to a position equivalent to his/her previous assignment.

1367

1368 Such leave shall not constitute a break in consecutive years of employment of a  
1369 probationary teacher for the purpose of obtaining tenure, but periods of such leave  
1370 of absence shall not be counted as periods of service in determining length of  
1371 service for tenure purposes.

1372

1373 D. **Other Leaves of Absence Without Pay:** Upon application, a leave of absence  
1374 without pay shall be granted by the Board of Education to any full-time teacher for  
1375 the purpose of participation in:

- 1376 1. Exchange teaching programs in other states, territories, or countries,  
1377  
1378 2. Foreign or military teaching programs, or  
1379  
1380 3. Peace corps, teacher corps, job corps as a full-time participant.  
1381 The period of time for the leave will be consistent with the time required for entry  
1382 into the program. If such time is two (2) years or longer, the leave is not  
1383 renewable. To qualify for such leave the teacher shall state his/her intention to  
1384 return to the district and present verification of his/her acceptance into the  
1385 program. Due to the fact that the above kinds of teacher programs usually carry  
1386 certain teacher benefits with them, the Board of Education will not provide any of  
1387 the district's benefits during such leave time.  
1388

1389 Placement on the salary schedule for the teacher involved will be in accordance  
1390 with existing policies for evaluating experiences for salary placement. In addition,  
1391 it will be necessary for the teacher to furnish written verification from an  
1392 appropriate supervisor, which shows the work during the leave period as a  
1393 successful experience. This verification must be in the Superintendent's Office  
1394 prior to the opening of the school year in which the teacher returns to the Fort  
1395 Zumwalt School District.  
1396  
1397  
1398

## 1399 **ARTICLE XVIII**

### 1400 **INSURANCE PROTECTION**

1401  
1402  
1403 The Board of Education shall provide each teacher employee the opportunity for  
1404 insurance protection. The Board of Education and Teachers' Association agree that  
1405 teaching staff members working 15 to 16 ½ hours per week, will receive district-  
1406 provided benefits, excluding life insurance, which the district will pay 75% and the  
1407 individual staff member will pay 25% if he/she chooses to participate. All teaching  
1408 staff members employed prior to and including the 1998-99 school year and working  
1409 15 to 16 ½ hours per week, will be grandfathered into their present arrangement of full  
1410 benefits paid by the district. Each teacher/employee working less than 15 hours per  
1411 week, will receive no district-paid benefits but may choose to participate in the  
1412 benefits program at the employee's cost. Any teacher working more than 16 ½ hours  
1413 will be provided full benefits by the Board without cost to the employee. Such  
1414 insurance shall be provided for a full twelve-month period and shall include provisions  
1415 for dependent coverage at the employee's expense through payroll deduction.  
1416

1417 An Insurance Committee consisting of three representatives appointed by the Board of  
1418 Education, three representatives appointed by the FZEA, and chaired by the  
1419 Superintendent, or his/her designee will meet annually and agree on the benefit  
1420 package. In no case will the level of benefits (medical, dental, vision, life) decrease  
1421 over the life of the contract.

1422 Insurance protection shall be as follows:

1423

1424 A. **Health and Major Medical:** In no case will the level of benefits (medical, dental,  
1425 vision, life) decrease over the life of the contract. Specifications for the program  
1426 shall not discriminate on the basis of marital status for the purpose of maternity  
1427 benefits.

1428

1429 B. **Group Life Insurance:** Group life insurance protection in the amount of \$50,000  
1430 shall be payable to the teacher's designated beneficiary. This program shall make  
1431 available optional life insurance in increments of \$10,000 to a ceiling of \$150,000  
1432 which will be available at the school district's rates at the employee's expense  
1433 through payroll deduction. If no insurance vendor can meet these specifications,  
1434 then specifications with a \$100,000 employee-paid optional ceiling will be  
1435 implemented. The program shall also make available dependent life insurance at  
1436 the employee's expense. Spouse coverage will be in the amount of \$25,000, and  
1437 child coverage will be \$12,500. If no insurance vendor can meet these  
1438 specifications, then the old specifications of \$10,000 for spouse and \$5,000 for a  
1439 child will be implemented.

1440 C. **Dental Insurance:** In no case will the level of benefits (medical, dental, vision,  
1441 life) decrease over the life of the contract.

1442

1443 D. **Optical Insurance:** In no case will the level of benefits (medical, dental, vision,  
1444 life) decrease over the life of the contract.

1445

1446 E. **Workers' Compensation:** Each certified employee is covered by Workers'  
1447 Compensation Insurance and is eligible for compensation for any hospital,  
1448 surgical, or doctor's bill resulting from an injury incurred while on the job. An  
1449 employee is considered on the job whenever engaged in school business. An  
1450 accident resulting in injury, no matter how minor, must be reported at once to the  
1451 immediate supervisor who in turn will notify the Superintendent. Reimbursement  
1452 from Workers' Compensation for loss of time must be remitted to the district if no  
1453 deductions are to be made from the salary received from the district, and if no  
1454 deductions are made from leave time for the days compensated for by Workers'  
1455 Compensation.

1456

1457 F. **Flexible Benefit Plan:** The district, at its expense, will continue to offer a flexible  
1458 benefit plan (Cafeteria Plan) for the voluntary reduction of employee income. A  
1459 third party administrator will administer this plan. The Cafeteria Plan will provide  
1460 options to include medical flexible spending arrangements and dependent care  
1461 flexible spending.

1462

1463

1464

1465

1466

1467

1468 **ARTICLE XIX**

1469 **SALARY PROVISIONS**

- 1470
- 1471
- 1472 A. Teachers shall be placed on the salary schedule adopted by the Board of Education  
1473 on the basis of educational preparation and teaching experience. In those areas that  
1474 require work experience on the part of the teacher in order for that teacher to be  
1475 fully certified by the appropriate director or the vocational education section in the  
1476 State Department of Education, not more than a full step will be allowed for each  
1477 full year of the required work experience.  
1478
- 1479 B. Teachers now in the system are to be placed on the schedule at the salary level  
1480 they are entitled to receive on the basis of preparation and experience. Credit for  
1481 experience for service in other systems will be counted as one step on the schedule  
1482 for one year active experience, up to five (5) years (1 to 1 ratio), and thereafter  
1483 each two (2) years of experience counts for one (1) year up to nine (9) years (2 to 1  
1484 ratio), with the eighth step being the maximum step. Credit will be allowed for a  
1485 full year of teaching only.  
1486
- 1487 C. Teachers who work at least two-thirds of the annual contract days in the district  
1488 shall advance one step on the salary schedule.  
1489
- 1490 D. All teachers shall be placed on the salary channel appropriate to their educational  
1491 preparation. The salary channel on which the teacher shall be placed will be  
1492 determined by the official transcript filed in the Superintendent's Office at the time  
1493 of the teacher's initial employment. Such transcript shall be on file not later than  
1494 September 1 annually.  
1495
- 1496 E. Teachers who earn additional graduate credit hours to qualify for placement on a  
1497 higher salary channel shall deliver written notification to the Superintendent not  
1498 later than September 1 or January 15. Verification must be received within forty-  
1499 five (45) days thereafter in the form of an official transcript, or said individual  
1500 shall have the amount of increase received herein deducted from the next  
1501 paycheck.  
1502
- 1503 F. This transcript should be provided at the earliest date possible. Verification will  
1504 include a stipulation in regard to level of the credit (undergraduate or graduate),  
1505 number of semester or quarter hours, grade received, etc. Each teacher's annual  
1506 salary shall be adjusted in accordance with the added credit, and placement on the  
1507 salary schedule will be made on or before September 1 or January 15.  
1508
- 1509 G. Annual salaries will be paid in twenty-four (24) equal payments payable not later  
1510 than the first and fifteenth day of each month. When the 1<sup>st</sup> and/or the 15<sup>th</sup> of the  
1511 calendar month fall on a weekend or holiday, salaries will be paid on the last  
1512 preceding working day.  
1513

1514 Each year on the 15<sup>th</sup> weekday following the last day worked of any school year,  
1515 the district will provide the option for each teacher to receive paychecks which  
1516 constitute the teacher's remaining salary. These checks must be obtained in person  
1517 or by his/her designee at the District Administrative Offices.  
1518

1519 H. A teacher involved in extra-duty assignments, as set forth in Article XXI of this  
1520 Agreement, shall be compensated in accordance with the provisions of this  
1521 Agreement.

1522 I. The Board may require evidence of continued good health at any time. In the event  
1523 that such a request is made, the cost of the examination shall be borne by the  
1524 Board, and the physician will be mutually agreed to by the Board and the teacher  
1525 involved.  
1526

1527 J. In order to comply with state requirements, it will be necessary to have a valid  
1528 teaching certificate on file in the Superintendent's Office before the September  
1529 15<sup>th</sup> check is issued.  
1530

1531 K. When a teacher finds it necessary to be absent from his/her assignment, the  
1532 principal or his/her designee shall be contacted immediately. Failure to do so may  
1533 cause the loss of the day's pay. A teacher who is absent should provide the  
1534 information necessary for a substitute to be able to conduct meaningful learning  
1535 activities during the teacher's absence. A teacher is expected to provide substitutes  
1536 with lesson plans, seating charts, appropriate textbooks, teaching guides and  
1537 manuals. An elementary teacher should also provide a daily schedule that shows  
1538 recess, physical education periods, lunch periods, and other scheduled activities.  
1539

1540 L. A teacher who substitutes for another teacher during his/her preparation period  
1541 shall be paid at the rate of \$32.00 per class period for the duration of this  
1542 Agreement.  
1543

1544 M. The Board will pay \$150.00 per graduate hour or the actual cost of the graduate  
1545 hour, if the cost is less than \$150.00 per hour, for the duration of the Agreement  
1546 for graduate courses taken by a teacher. Only graduate work from an accredited  
1547 college or university shall be considered. Teachers who complete coursework  
1548 from an educational company (i.e. Canter) where they earn graduate credit from an  
1549 accredited college or university, will be reimbursed up to \$150.00 per graduate  
1550 hour, for the cost of the course. This amount does not include extraneous  
1551 expenses, such as conference registration and materials outside the actual cost of  
1552 the course. Receipts must accompany the request form.  
1553

1554 Proof of said work, along with the request form, is to be furnished by the teacher  
1555 to the central office after the course is completed. Prior to the reimbursement  
1556 period, appropriate forms will be distributed to each building for use in requesting  
1557 graduate hour reimbursement. The maximum amount that a teacher may receive  
1558 during the 2008-2009 school year (July 1 to June 30) is \$1,050.00, during the

1559 2009-2010 school year (July 1 to June 30) is \$1,150.00 and during the 2010-2011  
1560 school year (July 1 to June 30) is \$1,250.00.

1561

1562 The reimbursement periods for the above-designated year are in February (first  
1563 semester), June (second semester), and October (summer school). All graduate  
1564 credit should be included in the reimbursement request immediately following the  
1565 earning of such credit.

1566

1567 N. While it is understood that retired teachers are not covered by the language in this  
1568 agreement, the following terms will be followed when the district chooses to  
1569 employ a previously retired teacher:

- 1570 • The teacher will be given a letter of employment rather than a teacher contract.
- 1571 • No benefits will be paid.
- 1572 • No sick or personal leave will be given.
- 1573 • The teacher will be placed on the current teacher salary schedule in accordance  
1574 with existing language unless previously employed by Fort Zumwalt School  
1575 District, in which case, that teacher will be placed on the level from which  
1576 he/she left.
- 1577 • No movement will occur on the salary schedule if a teacher is asked to serve  
1578 another year.
- 1579 • Teachers may apply for Extra Pay/Extra Duty assignments only after existing  
1580 staff have had the first opportunity.

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**ARTICLE XX**

**FORT ZUMWALT SCHOOL DISTRICT  
SALARY SCHEDULE  
2008-2009**

STEP	BACHELOR	BA/BS + 12	BA/BS + 24	MASTER	MA+12	MA+24	MA+36	SPEC/ MA+48	DOCTORATE
1	\$34,500	\$35,020	\$35,510	\$38,940	\$39,490	\$39,980	\$40,560	\$41,130	\$41,680
2	\$34,800	\$35,320	\$35,810	\$39,240	\$39,790	\$40,280	\$40,860	\$41,430	\$41,980
3	\$35,200	\$35,720	\$36,210	\$39,640	\$40,190	\$40,680	\$41,260	\$41,830	\$42,380
4	\$35,600	\$36,120	\$36,610	\$40,040	\$40,590	\$41,080	\$41,660	\$42,230	\$42,780
5	\$36,000	\$36,520	\$37,010	\$40,440	\$40,990	\$41,480	\$42,060	\$42,630	\$43,180
6	\$36,400	\$36,920	\$37,410	\$40,840	\$41,390	\$41,880	\$42,460	\$43,030	\$43,580
7	\$36,800	\$37,320	\$37,810	\$41,240	\$41,790	\$42,280	\$42,860	\$43,430	\$43,980
8	\$37,300	\$37,820	\$38,310	\$41,940	\$42,490	\$42,980	\$43,560	\$44,130	\$44,680
9	\$38,000	\$38,520	\$39,010	\$43,040	\$43,590	\$44,080	\$44,660	\$45,230	\$45,780
10	\$38,800	\$39,320	\$39,810	\$46,150	\$47,210	\$48,270	\$49,330	\$50,390	\$51,450
11	\$39,700	\$40,220	\$40,710	\$47,235	\$48,295	\$49,355	\$50,415	\$51,475	\$52,535
12	\$40,700	\$41,220	\$41,710	\$48,320	\$49,380	\$50,440	\$51,500	\$52,560	\$53,620
13	\$41,800	\$42,320	\$42,810	\$49,405	\$50,465	\$51,525	\$52,585	\$53,645	\$54,705
14	\$43,000	\$43,520	\$44,010	\$50,490	\$51,550	\$52,610	\$53,670	\$54,730	\$55,790
15	\$44,300	\$44,820	\$45,310	\$51,575	\$52,635	\$53,695	\$54,755	\$55,815	\$56,875
16	\$45,533	\$45,978	\$46,422	\$52,660	\$53,720	\$54,780	\$55,840	\$56,900	\$57,960
17	\$47,310	\$47,754	\$48,239	\$53,745	\$54,805	\$55,865	\$56,925	\$57,985	\$59,045
18	\$49,652	\$50,131	\$50,620	\$55,110	\$55,690	\$56,250	\$57,190	\$58,130	\$59,090
19	\$54,841	\$55,410	\$55,991	\$59,457	\$60,125	\$60,759	\$61,832	\$62,905	\$64,000
20	-	-	-	\$70,281	\$71,098	\$71,874	\$73,187	\$74,500	\$75,839

**ARTICLE XX**

**FORT ZUMWALT SCHOOL DISTRICT  
SALARY SCHEDULE  
2009-2010**

STEP	BACHELOR	BA/BS + 12	BA/BS + 24	MASTER	MA+12	MA+24	MA+36	SPEC/ MA+48	DOCTORATE
1	\$ 36,000	\$ 36,520	\$ 37,010	\$ 40,440	\$ 40,990	\$ 41,480	\$ 42,060	\$ 42,630	\$ 43,180
2	\$ 36,300	\$ 36,820	\$ 37,310	\$ 40,740	\$ 41,290	\$ 41,780	\$ 42,360	\$ 42,930	\$ 43,480
3	\$ 36,700	\$ 37,220	\$ 37,710	\$ 41,140	\$ 41,690	\$ 42,180	\$ 42,760	\$ 43,330	\$ 43,880
4	\$ 37,100	\$ 37,620	\$ 38,110	\$ 41,540	\$ 42,090	\$ 42,580	\$ 43,160	\$ 43,730	\$ 44,280
5	\$ 37,500	\$ 38,020	\$ 38,510	\$ 41,940	\$ 42,490	\$ 42,980	\$ 43,560	\$ 44,130	\$ 44,680
6	\$ 37,900	\$ 38,420	\$ 38,910	\$ 42,340	\$ 42,890	\$ 43,380	\$ 43,960	\$ 44,530	\$ 45,080
7	\$ 38,300	\$ 38,820	\$ 39,310	\$ 42,740	\$ 43,290	\$ 43,780	\$ 44,360	\$ 44,930	\$ 45,480
8	\$ 38,800	\$ 39,320	\$ 39,810	\$ 43,440	\$ 43,990	\$ 44,480	\$ 45,060	\$ 45,630	\$ 46,180
9	\$ 39,500	\$ 40,020	\$ 40,510	\$ 44,540	\$ 45,090	\$ 45,580	\$ 46,160	\$ 46,730	\$ 47,280
10	\$ 40,300	\$ 40,820	\$ 41,310	\$ 47,650	\$ 48,710	\$ 49,770	\$ 50,830	\$ 51,890	\$ 52,950
11	\$ 41,200	\$ 41,720	\$ 42,210	\$ 48,735	\$ 49,795	\$ 50,855	\$ 51,915	\$ 52,975	\$ 54,035
12	\$ 42,200	\$ 42,720	\$ 43,210	\$ 49,820	\$ 50,880	\$ 51,940	\$ 53,000	\$ 54,060	\$ 55,120
13	\$ 43,300	\$ 43,820	\$ 44,310	\$ 50,905	\$ 51,965	\$ 53,025	\$ 54,085	\$ 55,145	\$ 56,205
14	\$ 44,500	\$ 45,020	\$ 45,510	\$ 51,990	\$ 53,050	\$ 54,110	\$ 55,170	\$ 56,230	\$ 57,290
15	\$ 45,800	\$ 46,320	\$ 46,810	\$ 53,075	\$ 54,135	\$ 55,195	\$ 56,255	\$ 57,315	\$ 58,375
16	\$ 47,033	\$ 47,478	\$ 47,922	\$ 54,160	\$ 55,220	\$ 56,280	\$ 57,340	\$ 58,400	\$ 59,460
17	\$ 48,810	\$ 49,254	\$ 49,739	\$ 55,245	\$ 56,305	\$ 57,365	\$ 58,425	\$ 59,485	\$ 60,545
18	\$ 51,152	\$ 51,631	\$ 52,120	\$ 56,610	\$ 57,190	\$ 57,750	\$ 58,690	\$ 59,630	\$ 60,590
19	\$ 56,486	\$ 57,072	\$ 57,670	\$ 60,457	\$ 61,125	\$ 61,759	\$ 62,832	\$ 63,905	\$ 65,000
20				\$ 72,389	\$ 73,231	\$ 74,030	\$ 75,382	\$ 76,735	\$ 78,114

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**ARTICLE XXI**

**EXTRA PAY FOR EXTRA DUTY**

A. **Co-Curricular Program Reimbursement:** The co-curricular program constitutes those activities in the district which provide supervision/services for after school and evening activities involving students. These activities are ticket takers, crowd supervisors, scorers and timers, required dance chaperons and required PTC/PTA performance supervision personnel. The program will benefit to a greater degree where faculty assignment has been derived by mutual consent. Teachers shall be provided an opportunity to volunteer for co-curricular activities. Preference shall be given to volunteers presently filling a position. Should no volunteer exist, assignments will be equitable. Assignments shall be in writing. Vacancies in assignments, which occur during the school year, shall be filled on an equitable basis if no immediate volunteer exists. Personnel required to participate in the co-curricular program will be reimbursed at no less than the following amounts:

B. **Reimbursement Rates:**

2008-2009			
<b><u>Athletic Events:</u></b>			
Ticket Takers/Crowd Supervisors (High School)			
Basketball, Football, Wrestling	\$30.00	1st Contest	
additional contests in same evening	\$15.00	contest	
Scorers/Timers/Announcers (High School):			
Football, Wrestling	\$35.00	contest	
Basketball, Swim, Track	\$30.00	contest	
Volleyball	\$27.00	contest	
<b><u>Other:</u></b>			
Driver Education	\$37.00	hour	
Summer School Teacher	\$37.00	hour	
Saturday Detention/After School Detention	\$33.00	hour	
Title I/IDEA/Homebound/Tutoring/ELL Interpreter	\$33.00	hour	
Curriculum Development	\$32.00	hour	
Sub Teaching	\$32.00	hour	
Elementary PTA/PTC Performance Supervision	\$30.00	evening	
Elementary Saturday Activities	\$30.00	event	
Dance/Parties (High School/Middle School)	\$20.00	hour	minimum 2 hours

2009-2010			
<b><u>Athletic Events:</u></b>			
Ticket Takers/Crowd Supervisors (High School)			
Basketball, Football, Wrestling	\$30.00	1st Contest	
additional contests in same evening	\$15.00	contest	
Scorers/Timers/Announcers (High School):			
Football, Wrestling	\$35.00	contest	
Basketball, Swim, Track	\$30.00	contest	
Volleyball	\$27.00	contest	
<b><u>Other:</u></b>			
Driver Education	\$37.00	hour	
Summer School Teacher	\$37.00	hour	
Saturday Detention/After School Detention	\$33.00	hour	
Title I/IDEA/Homebound/Tutoring/ELL Interpreter	\$33.00	hour	
Curriculum Development	\$32.00	hour	
Sub Teaching	\$32.00	hour	
Elementary PTA/PTC Performance Supervision	\$30.00	evening	
Elementary Saturday Activities	\$30.00	event	
Dance/Parties (High School/Middle School)	\$20.00	hour	minimum 2 hours

2010-2011			
<b><u>Athletic Events:</u></b>			
Ticket Takers/Crowd Supervisors (High School)			
Basketball, Football, Wrestling	\$30.00	1st Contest	
additional contests in same evening	\$15.00	contest	
Scorers/Timers/Announcers (High School):			
Football, Wrestling	\$35.00	contest	
Basketball, Swim, Track	\$30.00	contest	
Volleyball	\$27.00	contest	
<b><u>Other:</u></b>			
Driver Education	\$37.00	hour	
Summer School Teacher	\$37.00	hour	
Saturday Detention/After School Detention	\$33.00	hour	
Title I/IDEA/Homebound/Tutoring/ELL Interpreter	\$33.00	hour	
Curriculum Development	\$32.00	hour	
Sub Teaching	\$32.00	hour	
Elementary PTA/PTC Performance Supervision	\$30.00	evening	
Elementary Saturday Activities	\$30.00	event	
Dance/Parties (High School/Middle School)	\$20.00	hour	minimum 2 hours

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1636 The MSHSAA rates or the contract rates shall apply for state contests, whichever  
1637 is higher.

1638		
1639	Camp Coordinator-----	\$1,150.00/year 2008-09
1640		\$1,175.00/year 2009-10
1641		\$1,200.00/ year 2010-11
1642		
1643	Camp Stipend-----	\$500.00/camp 2008-09
1644		\$525.00/camp 2009-10
1645		\$550.00/camp 2010-11
1646		

1647 The fifth grade camp stipend is based on a four night, overnight program. Should  
1648 there be changes to the camp program which impact the number of overnight  
1649 stays, the stipend would be prorated during that year of agreement.

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1651 Additional contract/work calendar days that have been approved by the  
1652 Superintendent will be reimbursed at the teacher's per diem rate.

1653

1654 C. **Extra Pay for Extra Duty Contract Addendum:** The Board of Education may  
1655 contract with teachers for additional services not considered a part of the regular  
1656 teaching responsibility or for days, hours or service in addition to those covered in  
1657 the regular contract or Board policy. Extra-pay contracts are not covered by the  
1658 tenure law and are subject to annual award. No teacher may be required to accept  
1659 an extra contract. Extra-pay contracts will normally be issued at the same time as  
1660 regular teaching contracts.

1661

1662 The services provided for in the extra-duty contracts will be performed under the  
1663 supervision of the building principal and/or his/her designee. The principal and/or  
1664 his/her designee will be responsible for evaluating the services provided and will  
1665 make appropriate recommendations to the Superintendent and/or his/her designee.  
1666 Any teacher who is not recommended for continued employment in an extra  
1667 pay/extra duty position may appeal his/her evaluation by filing an Appeal Request  
1668 Form in the Superintendent's Office within fifteen (15) working days of the date of  
1669 the evaluation conference.

1670

- 1671 1. Upon receipt of an Appeal Request Form, the Superintendent shall meet with  
1672 the teacher to discuss the appointment of an administrator other than the  
1673 original evaluator to review the recommendation for non-renewal. A  
1674 representative from the Association may be present. The result of this review  
1675 shall be reported to the Superintendent for presentation to the Board of  
1676 Education.
- 1677 2. The appeal evaluator and the Association representative shall have unrestricted  
1678 access to all pertinent information concerning the appeal question.
- 1679 3. A renewal addendum for a teacher who requests an appeal will be withheld,  
1680 pending final disposition of his/her appeal.

1683 Extra pay/extra duty positions shall be filled on the basis of experience and  
 1684 qualifications. If all factors are equal between two candidates, the most senior  
 1685 teacher in the school district shall be selected. This does not affect coaching  
 1686 positions that require specialized training and experience.

1687  
 1688 All intramural positions will be posted at the appropriate building. At the time of  
 1689 the interview, administrators will consider 2<sup>nd</sup> and 3<sup>rd</sup> sponsor positions should the  
 1690 need arise. When a teacher has three extra pay/extra duty stipends or other paid  
 1691 positions, consideration may be given to the next senior applicant, allowing the  
 1692 principal to use discretion in distributing positions on a fair and equitable basis.  
 1693 Extracurricular assignments shall be given a specific point value as noted below.  
 1694 Point values for newly created positions during the life of this agreement shall be  
 1695 assigned by the “Extracurricular Task Force Committee”. The make-up of the  
 1696 ECTFC will include two elementary school teachers appointed by the FZEA, two  
 1697 middle school teachers appointed by the FZEA, each high school Activities  
 1698 Coordinator, and the Assistant Superintendent for Personnel Services.

1699  
 1700 Reimbursement for extracurricular activities shall be at the rate of \$130.00 per  
 1701 point for the 2008-2009, 2009-2010 and 2010-2011 school years.

1702  
 1703 Personnel newly hired to a position shall be reimbursed at the above-scheduled  
 1704 rate.

1705  
 1706 All full-time staff members who sign a contract for the activity and do not co-  
 1707 sponsor, supervise part-time, or serve a partial year only, will receive a 10%  
 1708 adjustment on the total dollar amount of their point value or yearly stipend after  
 1709 ten (10) years in the position and a 5% adjustment after five (5) years in the  
 1710 position. This experience modification would only be in effect for extra-curricular  
 1711 positions that are tied to a point value determined by the extra-curricular task force  
 1712 or yearly stipends for curriculum coordinators, department chairpersons or grade  
 1713 level chairpersons. No experience modification would be awarded for any other  
 1714 positions than those indicated. The experience modification will be awarded only  
 1715 for continuous service in the district and can be transferred from building to  
 1716 building as long as the position is identical. A leave of absence will not constitute  
 1717 an interruption in continuous service.

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(Positions and Points)

<b>HIGH SCHOOL EXTRACURRICULAR ACTIVITY</b>	<b>Current Points</b>
Band Director *	46
Football - Head Coach	43
Wrestling - Head Coach	42
Basketball - Head Boys Coach	37
Basketball - Head Girls Coach	37
Band Director* - Assistant	36

Baseball - Head Coach	33
Cheerleaders-Winter Varsity Head Sponsor	33
Football - Assistant Coach	33
Track - Head Boys Coach	32
Track - Head Girls Coach	32
Wrestling - Assistant Coach	32
Drama Club**	32
Soccer - Head Boys Coach	30
Soccer - Head Girls Coach	30
Newspaper	30
Yearbook Sponsor	30
Basketball - Assistant Boys Coach	29
Basketball - Assistant Girls Coach	29
Speech Club	29
Pom Pons - Winter Head Sponsor	28
Softball - Head Coach	28
Volleyball - Head Coach	28
Drama Club - Assistant Sponsor	28
Swim*** - Head Boys Coach	27
Swim*** - Head Girls Coach	27
Cheerleaders-Fall Varsity Head Sponsor	26
Vocal Music	26
Baseball - Assistant Coach	25
Cross Country - Head Coach	25
Technology Students Sponsor	25
Pom Pons - Fall Head Sponsor	24
Soccer - Assistant Boys Coach	24
Soccer - Assistant Girls Coach	24
Track - Assistant Boys Coach	24
Track - Assistant Girls Coach	24
Golf - Head Coach	23
Student Council**	23
Cheerleaders-Winter Assistant Sponsor	22
Softball - Assistant Coach	22
Tennis - Head Coach	21
Volleyball - Assistant Coach	21
Swim - Assistant Coach	19
Technology Students Asst. Sponsor	19
Diving - District ****	18
National Honor Society	18
Orchestra - High School*	18
Pep Club	17
Percussion - Fall	17
Cheerleaders-Fall Assistant Sponsor	16
Future Business Leaders of America	16
Percussion - Winter	15
Cross Country - Assistant Coach	15

Flag Corps	15
Pom Pons - Winter Assistant Sponsor	14
Tennis - Assistant Coach	14
Winter Guard	14
Pom Pons - Fall Assistant Sponsor	13
Competition Choir	13
Scholar Quiz	12
S.W.A.D.	12
Assistant Golf Coach	11
Weightlifting Club/Fall	11
Weightlifting Club/Winter	11
Weightlifting Club/Spring	11
Weightlifting Club/Summer	11
Band - Jazz	11
Foreign Language Club	11
Math Club	11
Drama Sponsor - Musical Production	10
Future Medical Students	10
Junior Class	10
S.A.D.D.	10
Senior Class	10
Art Club	9
DECA Club	9
Mock Trial Team	9
Vocal Music-Drama Musical Prod.	9
Science Club	8
Youth in Government	8
Computer Club	7
Family Career and Comm. Leaders of Am.	7
Future Educators'	7
Key Club	7
TREND	7
National Council on Youth Leadership	6
Writers' Club	6
Aeronautics	5
Future Military Club	5
Scrapbooking Club	5
Stream Team	5
Building Science Fair Reps	3
Chess Club	3
Table Tennis	3

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\* Two additional points are to be added to this factor when assisting with a Drama Club Musical Production AND 2 additional points to be added when performing in the 4th of July Parade.  
 \*\*Add an additional point for activities sponsored by the student council, such as the senior citizen's dinner and theatre event at North High School.  
 \*\*\*One additional point to be added with Assistant Swim Coach  
 \*\*\*\* 5 points for each additional school coached

<b>MIDDLE SCHOOL EXTRACURRICULAR ACTIVITY</b>	<b>Current Points</b>
Band	23
Vocal Music***	23
Yearbook Sponsor	22
National Junior Honor Society	15
Newspaper Sponsor	15
Student Council	15
Orchestra	13
Builders Club	12
Drama Club Sponsor	12
Intramural Activity Coordinator	12
Middle School Choir	12
Science Club	11
Art Club	9
Computer Club	9
TREND	8
Technology Students Association	7
Weightlifting Club - Sponsor	7
Intramural Activity Sponsors	5
Math Club	5
Math Club Hosting Regional Math Competition at their school	3
Scrapbooking Club	5
Talent Show Club	5
Weightlifting Club - Assistant Sponsor	5
Building Science Fair Reps	3

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\*\*\* Sixteen additional points are to be added when show choir is a part of the vocal music program.

<b>ELEMENTARY SCHOOL EXTRACURRICULAR ACTIVITY</b>	<b>Current Points</b>
Drama Club	11
Art Club	11
Choir Club	11
Special Olympics (Basketball)	10
Special Olympics (Track & Field)	10
Student Council	10
Computer Club	9
P.E. Club	9
Special Olympics (Soccer)	8
Newspaper	7
S.H.A.R.E.	7
Spanish Club	7
Earth Club	6
Yearbook Sponsor	6
Math Club	5
Safety Patrol	5

Scrapbooking Club	5
Book Club	4
Wee Deliver Literacy Program	4
Building Science Fair Rep	3
District Spelling Bee Coordinator	3

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**ARTICLE XXII**

**CLASS SIZE**

The Fort Zumwalt Board of Education is committed to reasonable class size, and it attempts to follow guidelines from the Missouri State Department of Education in regard to class size. The Board recognizes that additional classroom spaces are needed, and it has worked toward the passage of bond issues to provide such spaces.

The Board agrees to give continued attention to keep class sizes to a reasonable number for elementary, middle and high school classes and to continue to meet the minimum standards as recommended by the Missouri School Improvement Program (MSIP). This includes trying to maintain consistency between sections of classes with regard to number of students. Particular attention should be given to the number of students being placed in lab classes and classes with technical equipment. Schedulers should also be cognizant of the number of IEP students in classes. All three high schools should try to offer the same opportunities with regard to course offerings and college credit classes so that students going to one high school do not have an advantage over students going to another high school. Class size will continue to be monitored and additional staffing needs identified as soon as enrollment is completed. Planning for staff will continue to include projections based on both needed and desirable position.

The Board agrees to make reasonable efforts to provide sufficient specialists to allow elementary students instruction in art, music, physical education and other educational programs which the Board shall determine. In addition, the Board will provide a half-time teacher clerk for kindergarten classes 27 and above and a full-time teacher clerk for kindergarten classes 32 and above.

For the duration of this agreement, teachers living in the Fort Zumwalt School District will be permitted to bring their children to the school where they teach under the following conditions:

1. All requests will be made in writing to the Board of Education by August 1.
2. Requests will be granted on a case-by-case basis depending on class sizes and growth potential of the building (average class size per grade level is 28 without growth potential, and 25 with growth potential).

- 1776 3. No additional request will be necessary when a teacher's child goes from a  
1777 primary building (K-2) to the next regular intermediate building (3-5), i.e., St.  
1778 Peters Elementary automatically feeds into Lewis & Clark Elementary.  
1779
- 1780 4. Only one request will be granted per teacher for all of the children in his/her  
1781 family (except to revert to normal attendance center at the end of any school year).  
1782
- 1783 5. Requests will be granted for elementary, middle and high school students.  
1784
- 1785 6. Children are to be in the classroom of the parent before and after school under  
1786 direct supervision of their parent.  
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- 1788 7. Teachers will make arrangements for the supervision of their children during  
1789 faculty meetings, etc.  
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1794 **ARTICLE XXIII**

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1796 **SCHOOL CALENDAR**  
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1799 The annual School Calendar shall be jointly developed between the Board and the  
1800 Association. The School Calendar shall include all teaching days, holidays,  
1801 Professional Association Conferences, non-teaching days and record days. There shall  
1802 be a maximum of 175 teaching days when students are in the classroom at the high  
1803 school level (grades 9-12), 174 days at the middle school level (grades 6-8), and 174  
1804 days at the elementary level (grades K-5). Records or conference days, when teachers  
1805 are in school without students in attendance, are contract days for which teachers  
1806 receive pay. Activities for these days are developed through each principal's office.  
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1813 Next Pages:

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1815 08-09 School Calendar 46A

1816 09-10 School Calendar 46B  
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## ARTICLE XXIV

### GRIEVANCE PROCEDURE

#### A. Definitions:

1. A “Grievance” shall be a claim that there has been a violation, a misinterpretation, or a misapplication of the provisions of this Agreement, or any written policy, rule or regulation in the school district. A grievance shall also be a claim that there exists a condition which jeopardizes employee health and safety.
2. “Grievant” shall mean the person or persons filing a grievance, which shall be restricted to an employee of the Board of Education. In addition, the Association shall have the right to file a grievance, if the issue in question affects its rights as an entity, or to continue, not commence, a grievance initiated and terminated by an employee or as provided in “E-1” herein, which may adversely affect members of the unit.
3. “Employer” shall mean the Board of Education or its administration.
4. “Days” shall mean scheduled teacher working days.
5. “Party of Interest” is the person, persons, or organization making the claim, or any person or entity which might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Purpose:

1. The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to grievances, which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

#### C. Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement. In the event a grievance is filed on or after May 15 which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party of interest, the time

1868 limits set forth herein shall be reduced to one-half, rounded to the nearest day,  
1869 so that the grievance procedure may be exhausted prior to the end of the school  
1870 term, or as soon thereafter as is practical.  
1871

1872 **D. Grievance Steps:**  
1873

1874 1. **Level One:** A teacher with a grievance shall first discuss it with his/her  
1875 principal or immediate supervisor as may be appropriate with the objective  
1876 of resolving the matter informally. However, before an aggrieved teacher  
1877 can move to Level Two, he/she must first submit to his/her principal or  
1878 immediate supervisor a written statement on the grievance form. The  
1879 principal or immediate supervisor shall have a period of not less than five  
1880 (5) days during which he/she shall hold a conference with the grievant.  
1881 Following the conference, but not later than ten (10) days from the date of  
1882 the filing of the grievance, the principal or supervisor shall tender a written  
1883 response to the grievant.  
1884

1885 2. **Level Two:** If the grievance is not satisfactorily resolved at Level One  
1886 within fifteen (15) days after the grievant filed a written grievance, the  
1887 grievant may submit the written grievance, the extent and conditions of  
1888 which may not be expended from Level One, to the Office of the  
1889 Superintendent. The Superintendent or his/her designee shall schedule and  
1890 hold a conference relative to such grievance within five (5) days of receipt  
1891 of such grievance. Within three (3) days of such meeting, the  
1892 Superintendent or his/her designee shall communicate a decision in writing  
1893 to the grievant.  
1894

1895 3. **Level Three:** If the grievance is not satisfactorily resolved at Level Two  
1896 within fifteen (15) days after the grievant filed a grievance at Level Two,  
1897 the grievant may submit the written grievance, the extent and conditions of  
1898 which may not be expanded from Level Two, to the Board of Education.  
1899 The Board as a whole shall schedule and hold a conference with the  
1900 grievant within ten (10) days of receipt of such grievance. Within five (5)  
1901 days of such meeting, the Board, as a committee of the whole, shall render  
1902 a written decision to the grievant, which shall be final.  
1903

1904 **E. Rights of Representation:**  
1905

- 1906 1. No reprisals of any kind shall be taken by either party or by any member  
1907 thereof against a party of interest, or any other participant in the grievance  
1908 procedure by reason of such participation.  
1909
- 1910 2. Any party of interest may be represented at all stages of this procedure by a  
1911 person(s) of his/her choosing. When a teacher is not represented by the  
1912 Association, the Association shall have the right to be present and to state its

1913 views, and in all cases where it is present, the Association shall be further  
1914 entitled to receive a copy of any written decisions rendered by the employer.  
1915

1916 F. **Miscellaneous:**

- 1917
- 1918 1. If, in the judgement of the Association, a grievance affects a group or class of  
1919 teachers, it may submit such grievance to commence at Level Two.  
1920
  - 1921 2. Any grievance shall be declared null and not subject to this procedure if it is  
1922 not filed in writing within thirty (30) days after the grievant knew or should  
1923 have known of the act or condition upon which it is based. Further, a grievance  
1924 shall no longer be applicable to this procedure if it is not processed to the next  
1925 higher level within the specified time limits enumerated herein.  
1926
  - 1927 3. Official grievance forms for filing grievances, as jointly developed by the  
1928 parties, will be provided by the Board and distributed to each building. All  
1929 written grievances shall set forth specifically the act, conditions and/or violated  
1930 sections of documentation upon which the grievance is based. All documents,  
1931 communications, and records dealing with the processing of a grievance shall  
1932 be filed separately from the personnel file of the participants.  
1933
  - 1934 4. The grievant shall be informed at least three (3) days in advance of any  
1935 scheduled meeting herein, but may agree to waive such time consideration to  
1936 expedite the meeting at any earlier date.  
1937
  - 1938 5. The sole remedy available to any teacher for any alleged breach of this  
1939 Agreement shall be pursuant to the grievance procedure, provided, however,  
1940 that nothing contained herein shall deprive any teacher of any legal right,  
1941 which he/she presently has.  
1942
  - 1943 6. The employer shall furnish the Association with such information as is  
1944 necessary for the processing of any grievance.  
1945
  - 1946 7. Should a teacher or an Association representative be required by the  
1947 employer's scheduling to be absent from his/her regular assignment of the  
1948 execution of this grievance procedure, he/she shall be released without loss of  
1949 pay or benefits.  
1950
  - 1951 8. All written communications required herein shall be served personally or by  
1952 Registered (Certified) U.S. Mail.  
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**ARTICLE XXV**

**INDIVIDUAL CONTRACTS**

Any individual contract between the Board and an individual teacher shall be expressly made subject to and consistent with the terms of Board policies or subsequent policies. If an individual contract contains any language inconsistent with such policies, these policies, during their duration, shall be controlling. Revision of Policies, Rules, and Regulations approved by the Board of Education will be available in each building.

Half-time teachers and teachers who are job-sharing shall work a contract to include 17 hours per week, or 3 hours and 24 minutes per day. This should allow for additional activity such as preparation for class, supervision after class, meeting with parents or any other duties as defined in the Professional Agreement and will allow the teacher to contribute to Missouri Public School Retirement System.

The Board policies shall include this Agreement between the Board and the Association in the personnel section.

**ARTICLE XXVI**

**REDUCTION IN PERSONNEL**

If there appears a need to activate this Article during the life of this Agreement, both parties shall appoint a committee composed of two members from each party.

It shall be the responsibility of the committee to review all relevant legislation, including School Code Section 168.124, and all corresponding guidelines or clarifications developed by authorized state agencies.

The committee shall present its findings in an informal report to the Superintendent within thirty (30) calendar days from the day of its first meeting as a committee.

A seniority list shall be prepared annually by the district personnel office.

A. Teachers shall not be discharged or laid off pursuant to a necessary reduction in personnel unless there is a substantial decrease in the number of students enrolled in the school district, or there is a substantial shortage in the revenue of the school district.

B. In the event of a layoff due to a decreased student enrollment or a shortage of revenue, the order of reduction shall be:

- 2004 1. Probationary teachers shall be laid off first (placed on un-requested leave of  
2005 absence) using the following consideration:  
2006  
2007 a. Program needs  
2008 b. Certification of the individual teacher  
2009 c. Seniority  
2010  
2011 2. Tenure teachers may be laid off only after all probationary teachers have been  
2012 laid off except in cases where the tenure teacher is not appropriately certified.  
2013 Tenured teachers shall be laid off by using the criteria below in the following  
2014 order:  
2015  
2016 a. Program needs  
2017 b. Certification of the individual teacher  
2018 c. Seniority  
2019  
2020 C. Seniority for the purposes of this reduction is defined in Article VII. Leaves of  
2021 absence shall not be considered terminations. Seniority date shall be either (a) date  
2022 of Board approval of the teacher's initial contract with the district, or (b) the date  
2023 of the first day worked, whichever comes first. A district-wide seniority list shall  
2024 be established and posted in each building. This list shall be updated at the  
2025 beginning of each new semester. Tenure teachers on leaves of absence shall be  
2026 considered in the same status as an actively employed teacher.  
2027  
2028 D. If for any reason the Board anticipates a reduction of staff, it shall prior to taking  
2029 formal action, advise and consult the Association. The Board shall meet with the  
2030 Association thirty (30) days prior to sending notice of layoff to individual teachers.  
2031  
2032 E. In the event it becomes necessary to reduce the number of teachers through layoff,  
2033 or to reduce the number of teachers in a given subject area, field, or program, or  
2034 eliminate or consolidate positions, the Board shall determine the order of layoff  
2035 provided; however, such action shall not be contrary to Section A above. The  
2036 Board shall endeavor to give thirty (30) calendar days' notice of layoff to the  
2037 individual involved, and in any event, fifteen (15) calendar days' notice shall be  
2038 given in all cases.  
2039  
2040 F. It is further agreed that any layoff pursuant to this Agreement shall automatically  
2041 terminate the individual employment contract of all laid-off teachers and, except as  
2042 noted in Section K below, shall suspend for the duration of the layoff, the Board's  
2043 obligation or supplemental employment contract, as well as all benefits. Changes  
2044 in a teacher's certification while on layoff shall not affect the teacher's status  
2045 during the layoff period.  
2046  
2047 G. Any teacher on layoff shall be recalled in inverse order of layoff provided he/she is  
2048 certified and qualified for the vacancy. No new teachers shall be employed by the  
2049 Board while there are teachers of the district who are laid off unless there are no

- 2050 laid-off teachers with proper certification and qualifications to fill any vacancy  
2051 which may arise.  
2052
- 2053 H. The Board shall give written notice of recall from layoff by sending a registered or  
2054 certified letter to said teacher, at his/her last known address. It shall be the  
2055 responsibility of each teacher to notify the Board, in writing, of any change in  
2056 address. The teacher's address as it appears on the Board's records shall be  
2057 conclusive when used in connection with layoff, recall, or other notice to the  
2058 teacher. If a teacher fails to report to work within ten (10) calendar days from the  
2059 date of sending of the recall, unless an extension is granted in writing by the  
2060 Board, said teacher shall be considered as a voluntary quit and shall thereby  
2061 terminate his/her individual employment contract and any other employment  
2062 relationship with the Board.  
2063
- 2064 I. The Board shall develop a list of necessary staff positions based upon the proposed  
2065 educational program for the forthcoming school year. Such list shall include types  
2066 of positions required, i.e., grade level (K-6), subjects and subject areas (grades 7-  
2067 12), special instruction (elementary art, music, physical education, psychologist,  
2068 etc.), and the number of positions required will be published and posted in each  
2069 building, with a copy given to the Association.  
2070
- 2071 J. Leaves of absence shall not prohibit the teachers from seeking and accepting  
2072 gainful employment elsewhere, and they shall not be terminated for that reason  
2073 except on written request of the teacher. A teacher may elect to take and will be  
2074 granted leave of absence during the staff reduction irrespective of his/her position  
2075 on the seniority list.  
2076
- 2077 K. Any teacher placed on leave of absence will continue to receive normal insurance  
2078 benefits at Board expense for a minimum of a three-month period from the date of  
2079 notification of leave. Such teacher may elect to continue insurance benefits at  
2080 his/her own expense for the duration of the leave by providing the school district  
2081 appropriate premium payments in the manner required by the payroll office.  
2082
- 2083 L. During said leave of absence such teacher's seniority shall remain unbroken  
2084 despite such leave, and his/her accumulated sick leave shall not be canceled but  
2085 shall remain credited to him/her, unless the teacher will have exercised the option  
2086 of receiving pay for his/her accrued sick leave as provided in this Agreement.  
2087
- 2088 M. Provisions for early retirement shall be made for the teacher who may wish to do  
2089 so, providing there is no conflict with established state retirement policies.  
2090
- 2091 N. The fact that a teacher is placed on leave of absence for the purpose of staff  
2092 reduction shall not result in the loss of status or credit for previous years of  
2093 service.  
2094  
2095

2096 **ARTICLE XXVII**

2097 **TEACHING FACILITIES**

2098  
2099  
2100 Each teacher shall be assigned a chair and desk, which shall include capability for  
2101 storage and securing teaching materials, equipment and personal articles. The  
2102 professional staff shall be provided such materials and equipment as the Board shall be  
2103 able to budget to support and facilitate the work of the professional staff. In addition,  
2104 the Board agrees further to seek and use textbooks and supplementary reading  
2105 materials which contain the contribution of ethnic groups to the historical, scientific  
2106 and social development of the United States.

2107  
2108 Teachers will be given teachers' editions of texts and authorized curriculum materials  
2109 used in each of the courses he/she has been assigned to teach. Special education  
2110 teachers will have ready access to all materials necessary to teach the appropriate level  
2111 of their students. Activity kits identified in written district curriculums will be  
2112 provided to the Special Education Department at the quantity of one per grade level  
2113 and will be made available to the special education teachers and teachers who provide  
2114 resource support for their use. A sufficient number of teacher manuals by curriculum  
2115 and by grade level will be assigned to the Special Education Department so that the  
2116 special education teachers can have ready access to the materials.

2117  
2118 Teachers receive the negotiated amount of money for supplies each year. While other  
2119 monies are budgeted for various departments (i.e. art, music, science, guidance,  
2120 special education), teachers should be aware that there is the set amount available for  
2121 them to spend on their individual classroom expenses. Money budgeted for programs  
2122 and curriculum needs are in addition to the negotiated amount for classroom supplies.

2123  
2124 The district will budget \$160.00 per staff member for the 2008-2009 school year,  
2125 \$170.00 per staff member for the 2009-2010 school year, and \$175.00 per staff  
2126 member for the 2010-2011 school year, excluding cartage, for each teacher so he/she  
2127 may requisition classroom supplies or materials during the budget-building process. In  
2128 addition, any allocation will be increased by \$25.00 for each Kindergarten teacher  
2129 who teaches both morning and afternoon sections. When teachers change buildings, all  
2130 materials and equipment previously purchased for their classroom will remain with the  
2131 building. Only teacher specific materials may be taken to the new building by the  
2132 transferring teacher. The district will budget funds that will allow for teachers to  
2133 request through their principals, additional shelving and storage space appropriate for  
2134 their classroom. A complete copy of the building budget will be available to teachers  
2135 at all times. The Board shall continue to provide paper, paper clips, pens, pencils,  
2136 chalk, chalkboard space, chalkboard erasers, dry board markers, dry board erasers,  
2137 staples, tacks, transparent tape, masking tape and other such materials which assist  
2138 with the performance of daily teaching duties sufficient to implement the curriculum  
2139 within budget limitations. As budget will allow, additional audiovisual equipment will  
2140 be purchased for each building. Each school shall have in the workroom a privacy area

2141 with a phone. A free and designated parking area shall be provided for employees  
2142 covered by this Agreement.