

# **ARTICLES OF AGREEMENT**

**Between**

**The Hazelwood School District**

**Board of Education**

**and the**

**Hazelwood National Education Association**

**(Teachers)**

**2023-2024**

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## ARTICLE 1

### INTRODUCTION

The following articles have been agreed upon between the duly designated representatives of the Board of Education of the Hazelwood School District and representatives of the Hazelwood National Education/Missouri NEA. The HNEA is the designated exclusive bargaining representative of all teacher and teacher-level staff providing services in Hazelwood School District, exclusive of supervisory and administrative Employees, full or part time, who are paid on the basis of the teacher salary schedule. For purposes of this agreement, "teacher" is defined as any employee of the District regularly required to be certified under laws relating to the certification of teachers. The undersigned hereby submit these Articles of Agreement to the Board of Education and recommend their adoption.


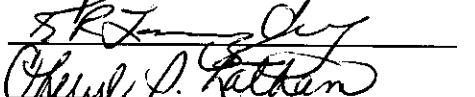
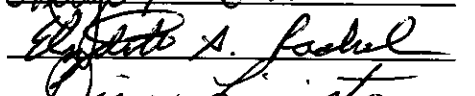
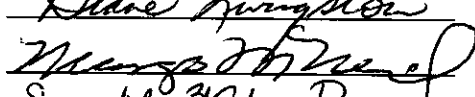
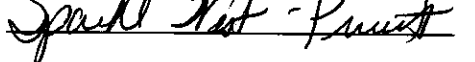
The HNEA President shall be included in a meeting with all Building Administrators prior to the start of each school year to review the Articles of Agreement.

The Board of Education may modify the agreement in emergency, unforeseen or unusual situations such as disasters or other causes of financial hardships that would prohibit the district from operating in a responsible and legal manner. Examples of these situations would be fire, flood, tornadoes, earthquakes, pandemics, acts of war, acts of terrorism, significant losses of revenue, or large and unusual increase in expenditures. This list is not intended to be all inclusive and this clause is not limited to those items listed above. In the event that the district determines that there is an emergency situation as defined above it shall reconvene the negotiations process with HNEA representatives to discuss the situation, collaborate on possible solutions and reach resolution regarding a mutually-agreed upon outcome.


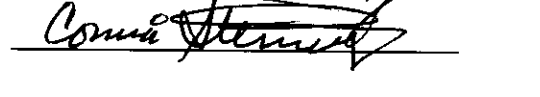
Nothing in this agreement should be interpreted to conflict with any and all Board of Education duties permitted by Missouri statutes.

Pursuant to the above, the Board of Education of the Hazelwood School District has approved by resolution the following salaries, benefits and other terms and conditions of employment for the members of said bargaining unit on March 23, 2023. This agreement between HNEA and the Hazelwood Board of Education shall be in effect from July 1, 2023 through June 30, 2024.

#### BOARD OF EDUCATION TEAM

  
Scott A. H.  
  
Cheryl P. Kathan  
  
Robert A. Jackson  
  
Diane Livingston  
  
Margaret H. H.  
Spauld Krut - President

#### ASSOCIATION REPRESENTATIVES

  
Connie H.  
  
Connie H.  
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## **ARTICLE 2 COMMUNICATIONS**

### **Communications with the Teachers**

The following measures shall be taken to ensure district-wide communication between the administration and the teachers of the Hazelwood School District:

1. Planned, regular and recurring personal contacts between officials of the district office and personnel in the schools – any district communication intended for instructional staff should be distributed directly to the instructional staff.
2. District and school wide meetings of faculty.
3. District-wide written communications media.
4. District-wide reports.
5. HNEA will be included on the distribution list for any Board of Education policy changes at the time of the first reading.

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### **ARTICLE 3 ETHICS**

The Board of Education expects that each teacher shall put forth every effort to promote a quality instructional program in the school district. The Board of Education has stated its policies in the online district policy manual. All teachers are expected to be familiar and be in compliance with the contents of these policies. To access District policies, go to the HSD home page, then click on "District Policies" under the "Quick Links" section.

The Board of Education's various policies relating to conflict of interest will be made known to all teachers. It shall be deemed unethical for any teacher to attempt to influence a Board of Education member outside of an official Board of Education Meeting in regard to teaching assignments, purchase of equipment and supplies, selection of textbooks, or like matters which are ultimately decisions delegated to the Superintendent/designee.

An effective educational program requires teachers with integrity, high ideals, empathy, and human understanding. All teachers will be expected to adhere to the general staff ethics policy endorsed by the Board of Education.

The Board of Education expects the teachers to be familiar with the code of ethics that applies to their profession and to adhere to it in their relationships with students, parents, co-workers and officials of the district.

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**ARTICLE 4**  
**HEALTH AND SAFETY**

The school district reserves the right to require a physical examination of any teacher at school district expense when necessary.

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## **ARTICLE 5 PROTECTION**

Insurance coverage for the Hazelwood School District teachers will be as follows:

**Liability Insurance** -- All teachers will be provided liability insurance that will cover, subject to the provisions thereof, claims arising from acts performed within the scope of their employment.

**Workers' Compensation Insurance** -- All teachers are covered by Workers' Compensation insurance and are eligible for compensation for an injury incurred in the performance of their job. Any accident resulting in injury, no matter how minor, must be reported to the immediate supervisor, who in turn will notify the appropriate administrative office. Following treatment, proper forms must be completed and submitted to the appropriate administrative offices.

1. If the teacher is in one of the school buildings during school hours, the teacher will report to the nurse who will give emergency care, evaluate the nature of illness or injury, and recommend the procedure for further care.
2. The immediate supervisor is to be notified.
3. During non-school hours the supervisor is to be notified, who will authorize medical attention. If the teacher is incapable of transporting self to an emergency room, an ambulance is to be called.
4. After receiving medical attention, the teacher is to report back to the supervisor.
5. The Director of School Safety must be notified within 24 hours following injury or illness.
6. When injured while out of the district on school assignment, the immediate supervisor is to be notified immediately.
7. The district does not permit the use of paid leave for absences during the period when the employee receives workers' compensation wage benefits. Because by law an employee will not receive workers' compensation wage benefits for the first three (3) days of absence if the total absence is less than 14 days, the district will apply available paid leave for those days. However, the employee will only receive compensation for those days once the district knows that the employee will not receive workers' compensation wage benefits for those days.

8. Employees who are absent due to an illness or injury compensable under workers' compensation and who are receiving such compensation will not lose seniority.
9. When a teacher is cleared to return to work from a Workers' Compensation injury and there is need for follow-up physical therapy, the teacher should be instructed that he/she needs to schedule the appointments before or after regular work hours. If he/she decides to schedule the appointment during regular work hours, he/she will be charged with the time off work (sick leave or personal leave).
10. Workers' Compensation procedures will be available in each school and on the district website. The teacher will be notified in writing by the Director of School Safety regarding any issue related to teacher retirement credits.

**Unemployment Compensation Insurance** - All eligible teachers are covered by unemployment compensation, and are subject to the provisions thereof.

**Medicare Coverage** -- All certificated teachers hired after March 31, 1986 are included in the Medicare system, and thus will become eligible for Medicare hospitalization coverage at age 65, or as otherwise provided by federal law.

### **Legal Counsel**

Any case of assault upon an employee shall be promptly reported to the Superintendent or his or her designee. The Board of Education shall cooperate with any criminal proceedings as a result of the assault and provide legal counsel to the employee if questions arise when dealing with law enforcement and judicial authorities. This does not obligate the Board of Education to provide legal services to the employee for seeking damages through civil court proceedings.

### **Court Appearance**

In the event an "actively at work" teacher is called as a witness in connection with the prosecution of a work-related assault, there will be no loss of pay, option days or other leave.

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## **ARTICLE 6 TOBACCO & DRUG-FREE WORKPLACE**

The following are situations in which teachers may be required to undergo testing for drug or alcohol use:

- When there is reasonable cause to suspect that a teacher has consumed alcoholic beverages or controlled substances on or off school property during, and/or before reporting to work.
- When a teacher is involved in a work-related accident in which the teacher is injured, the teacher injures someone else, or district property has been damaged and there is reasonable cause to suspect that the teacher's involvement in the accident is due in part or whole to the teacher's consumption of alcoholic beverages or controlled substances.

Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the teacher's appearance, behavior, speech, or body odors. The observations may include indications of the chronic and withdrawal effects of controlled substances. Personnel responsible for reasonable suspicion judgments (after appropriate training) are as follows:

**Supervisor** - Assistant/associate principal or principal

If the supervisor has reasonable cause to suspect, he/she shall request (through the principal or designee) that the superintendent or designee evaluate the teacher.

### **Superintendent or Designee**

May include the superintendent or an appropriate administrator he/she designates (usually a director or assistant superintendent)

If the superintendent or designee agrees that reasonable suspicion tests have been met, he or she may require the teacher to undergo testing for drug or alcohol use.

When it is evident that a teacher has consumed alcoholic beverages or controlled substances off school property during and/or before a school activity, which in the opinion of the school district administrators might impair the teacher, the teacher will not be allowed on school property, or to participate in school activities. Teachers who violate this regulation will be subject to the same penalties as for possession or consumption on school property.

The Board of Education hereby commits to a continuing good-faith effort to maintain a tobacco and drug-free workplace.

### **Process Chronology**

1. Supervisor confirms reasonable suspicion and refers teacher to the superintendent or designee.
2. Upon confirmation of reasonable suspicion, the teacher will be informed of their right to representation.
3. Superintendent or designee interviews teacher.
4. If superintendent or designee confirms reasonable suspicion, the teacher will be sent for testing.
5. At the conclusion of the testing process, the testing agency will discuss the results with the teacher.
6. If a positive test result is confirmed, the teacher will be scheduled to meet with the superintendent or designee and may be accompanied by an appropriate teacher representative.
7. The superintendent or designee will apprise the teacher of the recommendation that will be submitted to the Board of Education.
8. The Tobacco and Drug-Free Workplace policy shall be communicated in writing to all present and future teachers. Compliance with the policy is mandatory.

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**ARTICLE 7**  
**PARTICIPATION IN COMMUNITY ACTIVITIES**

The Board of Education urges teachers to participate constructively in activities of the school district community. In their relationships with community groups, a conscientious effort should be made by all teachers to make school life a part of community life, and to bring the community closer to the schools. Teachers should endeavor to know the community's influence on and opportunities for students, as well as for themselves.

Teachers are reminded that they may be viewed by the community as representatives of the school district. Therefore, teachers should be careful that any information they carry to the public is correct information, not rumor or part truth.

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**ARTICLE 8**  
**PARTICIPATION IN POLITICAL ACTIVITIES**

The Board of Education recognizes that teachers of the district have the same fundamental civic rights and responsibilities as other citizens. Among these are campaigning for elective public office and holding an elective or appointed public office.

No teacher will use school system facilities, equipment, or supplies in connection with campaigning; nor will the teacher use any time during the working day for campaigning purposes. State law prohibits teachers from participating in the management of a campaign for the election or defeat of a member of the Board of Education which employs such teacher.

Any discussions of politics in the classroom are to be handled in such a manner as to give unbiased information. A teacher shall not impose, or attempt to impose, his or her personal, political philosophy upon the students.

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## **ARTICLE 9**

### **TEACHER/STUDENT RELATIONS**

The relationship between all teachers and students in the school district should be one of cooperation, understanding and mutual respect. All teachers have the responsibility to provide an atmosphere conducive to learning, which should be accomplished through effective individual and group discipline. All students and teachers will treat each other with respect and have the right to learn and work in a safe environment as defined in the Student Behavior Guide.

Teachers will not be subjected to harassment, abusive language, physical aggression, insults or interference in the performance of the employee's duties. Any such complaints will be handled according to the District's Behavior Guide and/or Policy AC.

Differences and problems that arise between a teacher and student are typically best worked out by conferences between these two (2) persons or between the teacher and the parent of the student. However, teachers and students should immediately report a violation or perceived violation of the district's nondiscrimination and anti-harassment policy (AC), regardless of whether a conference has been held.

No teacher may use his or her status as a teacher to adversely influence a student of the district. No teacher may date, make advances toward, or engage in any sexual relationship with a district student, regardless of the student's age, the perceived consensual nature of the relationship, where the advances are made or whether the teacher directly supervises the student. Further, no teacher may discuss or plan a future romantic or sexual relationship with a student. All teachers possessing evidence of or witnessing such conduct or sexual harassment shall report it to the district's administration immediately. All teachers or school officials who know or have reasonable cause to suspect child abuse shall immediately report the suspected abuse to the Children's Division (CD) of the Department of Social Services hotline, pursuant to state law and to the principal.

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**ARTICLE 10**  
**GIFTS TO AND SOLICITATIONS BY TEACHERS**

No teacher may solicit or accept, either directly or indirectly, any gift, donation, gratuity, or favor with any substantial economic value, or which might reasonably be interpreted by normal community standards as being of such nature that it could affect his or her impartiality or judgment.

Teachers of the district shall not sell or receive commissions or other compensation for sales made to the district; nor shall any other consideration be received by any person or persons in behalf of the district without the permission of the superintendent, who shall inform the Board of Education of said consideration at the next session of the Board of Education.

No teacher or the Board of Education shall endorse any product or publication purchased by and/or used by the district.

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## **ARTICLE 11 PERSONNEL RECORDS**

Information of a derogatory nature will not be entered or filed in the teacher's personnel folder until the teacher is given notice, as well as an opportunity to review the information and comment thereon. The teacher will have the right to append a reply to the statement, which will also be included in the folder.

All documents submitted must be signed by the teacher. If the teacher refuses to sign the document, a witness to the discussion will sign in his/her place.

### **Teachers' Records**

At the time of initial employment, each teacher shall file with the district prior to the first day of employment the complete transcript of education and records of any prior teaching experience.

For the benefit and use of the district and the teacher, each certificated teacher is required to maintain a complete up-to-date personnel file in the Human Resources office.

Items for inclusion in the personnel file:

1. Application
2. Teaching certificate
3. Transcript
4. Formal evaluations and attached related information concerning teacher's performance
5. Correspondence related to person's employment including letters of deficiency.
6. Other items or correspondence to the teacher with copies to the teacher and the personnel file indicated.
7. Police record check and Division of Family Services Check.
8. Results of fingerprint record check (for teachers hired after July 1, 2005).
9. Employment Contracts

Medical information and immigration records will be kept in separate files.

Teachers may view the file in its entirety at any time upon request through the office of the Associate/Assistant Superintendent for Human Resources. Records shall not be removed from the premises and must be examined in the personnel records area. When viewing his/her personnel records, the teacher may be accompanied by a representative of his or her choice. Copies of any item in the records may be copied for the teacher if requested.

Any change in the personnel records requested by the teacher shall have the approval of the Associate/Assistant Superintendent for Human Resources.

The teacher shall have the opportunity to write a rebuttal for inclusion in the file of any items found in the personnel file. Any correspondence may be removed from the file with the approval of the teacher, issuer of the document, and/or the Associate/Assistant Superintendent of Human Resources or his or her designee.

Only materials in the official file may be used by the employer in any disciplinary action against the teacher.

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## **ARTICLE 12**

### **COMPLAINTS AND GRIEVANCES**

#### **A. Purpose**

The purpose of this policy is to secure at the lowest possible administrative level and as expediently as possible, equitable solutions to the problems that may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the policy.

#### **B. Definition**

1. A grievance is a complaint, misunderstanding, problem or dispute based upon pay, inequitable application of existing published policies, or the conditions or circumstances under which a teacher works. Complaints about non-renewal of a probationary teacher's contract, or about any official Board of Education action, shall be directed to the Board of Education; and a hearing on the same, unless required by state laws, shall be discretionary with the Board of Education. Complaints concerning evaluations, except those that lead to loss of pay, will be excluded. Complaints relating to discrimination on the basis of sex or disability will be resolved in accordance with Policy AC.
2. In this policy, a "teacher" is any certificated teacher of the school district with a teacher contract and one who does not have an administrative contract.
3. "Provide a written answer" shall be the deliverance of the appropriate grievance form or letter, containing the answers and reasons thereof to the grievant, unless notification is by other responsible method such as registered mail.
4. The grievance procedure shall not apply to summer school.

#### **C. Time Limits**

1. All time limits herein shall consist of teaching days when a grievance is submitted between the opening day of school as described by the school calendar and on or before June 1st.. Time limits pertaining to a grievance submitted after June 1st and before the last day of school as prescribed by the school calendar shall consist of all week days, Monday through Friday. Every effort will be made to resolve the matter before the close of the school term, or as soon as possible thereafter.
2. The grievance procedure must be initiated within seven (7) days of the action or knowledge of the action. Knowledge of the action is indicated when the

grievant informs the immediate supervisor of the complaint, misunderstanding, dispute or circumstances.

3. The time limits specified in any step of this procedure may be extended, in any specific instance, by the written consent of both parties. In the absence of a written reply within the specified time limits, the grievance shall be resolved in favor of the grievant.

#### **D. Forms**

Forms for the filing of a grievance will be available on the Human Resource's Page of the District's website or through the association representative.

#### **E. Personnel Files**

1. All documents, communications and records dealing with the proceedings of a grievance shall be filed separately from the personnel files of the grievant and participants.
2. Access to the grievance files is restricted to the grievant, the administration and the Board of Education, or to other person(s) designated by grievant by means of written authorization.
3. The grievant shall agree in writing to the distribution of written responses to a grievant's representative, if any. Failure to do so shall restrict the distribution of written responses to the grievant alone.

#### **F. Reprisals**

No reprisals of any kind shall be attempted against any grievant, grievant's representative, member of the association, administrator, association director, or any teacher of the Hazelwood School District because of the filing of a grievance.

#### **G. Procedure**

##### **Informal**

1. The parties acknowledge that it is usually most desirable for a teacher and his or her assigned supervisor (elementary principal, and/or secondary assistant principal) to resolve grievances through free and informal communications. When requested by either party, the grievant's representative(s) may assist in this resolution.

## Step 1

1. If the grievance is not satisfactorily resolved at the informal level, the grievant must present the grievance in writing on the designated form within seven (7) days to the principal's office or the grievance will be considered waived.
2. The principal will arrange a meeting within seven (7) days of the time the written grievance is received. The principal, the grievant and the grievant's representative(s) shall be present for the meeting. For the secondary buildings, the assigned supervisor, if involved in Step 1, will be present at the meeting unless unusual circumstances prevent his or her participation.

The building principal shall provide the grievant and the grievant's representative(s) with a written answer within seven (7) days after the meeting. In the absence of a written reply within the specified time limits, the grievance shall be resolved in favor of the grievant.

## Step 2

1. If the grievance is not satisfactorily resolved in Step 1, the grievant must present the grievance in writing on the designated form within seven (7) days to the office of the appropriate assistant superintendent or the grievance will be considered waived.
2. The assistant superintendent or his/her designee will arrange a meeting within seven (7) days. The assistant superintendent or his/her designee, the grievant and the grievant's representative, unless the grievant chooses otherwise, shall be present at the meeting.
3. The assistant superintendent or his/her designee shall provide the grievant and the grievant's representative with a written response within seven (7) days after the meeting. In the absence of a written reply within the specified time limits, the grievance shall be resolved in favor of the grievant.

## Step 3

1. If the grievance is not satisfactorily resolved in Step 2, the grievant has seven (7) days to submit the grievance to the superintendent or his/her designee or the grievance will be considered waived.
2. The superintendent or his/her designee shall within seven (7) days hold a meeting with the grievant and the grievant's representative(s).

3. The superintendent or his/her designee shall provide the grievant and the grievant's representative(s) with a written response within seven (7) days after the meeting. In the absence of a written reply within the specified time limits, the grievance shall be resolved in favor of the grievant.

#### Step 4

1. If the grievance is not satisfactorily resolved in Step 3, the grievant has the option in seven (7) days to request the superintendent or his/her designee to provide a meeting with the Board of Education, or the grievance will be considered waived.
2. A meeting involving the Board of Education, the grievant and/or grievant's representative(s) shall be held within ten (10) days of the receipt of the request if possible.
3. Following said meeting a written response to the grievant and the grievant's representative(s) shall be provided within ten (10) days. In the absence of a written reply within the specified time limits, the grievance shall be resolved in favor of the grievant. The Board of Education shall be the final determining body concerning any grievance.

#### **H. Released Time**

In Steps 2 and 3 of the grievance procedure, the immediate and appropriate administrator at such step shall have full authority to grant release time to the participants. Time allotted to lunch, parent conferences, or planning shall not be used for resolving grievances unless the participants agree.

#### **I. General Provisions**

1. Nothing herein contained shall deprive any teacher of any legal rights, nor of his or her professional rights as a member of any organization with which the association is affiliated.
2. A grievance arising from the action of an administrator above the rank of principal may be processed in accordance with Step 3 (superintendent).
3. The president of the association may file a grievance on behalf of the association initiating with Step 3 (superintendent).
4. All participants shall be given at least a day of notice of a meeting for each seven (7) days allotted to arrange the meeting.

## **ARTICLE 13**

### **CONTRACTS AND COMPENSATION PLANS**

The Board of Education recognizes that attractive compensation plans -- which include adequate base salary, professional growth incentives and teacher benefits -- are necessary to attract and hold highly qualified men and women to administer its schools and provide for an effective instructional program. Individual teacher contracts shall be issued pursuant to agreements made during teacher discussions. The Board of Education shall have final authority in determining the salary schedule and benefits for all teachers in the district.

Teacher contracts shall be in writing, including the consideration, and shall be dated when made. All consideration and performance shall be provided after the contract is executed. In accordance with the law, individual contracts will be issued to all certified teachers. Teachers' contracts shall be made by order of the Board of Education, shall specify the number of months school is to be taught and annual salary, and shall be signed by the teacher and president of the Board of Education or a facsimile signature of the president may be affixed at his or her direction, and attested by the secretary by signature of facsimile. Every contract and modification shall be in duplicate, the original to be filed with the district, and a copy provided to the teacher.

#### **1. Probationary Contract**

All teachers new to the district will be employed on a probationary contract for one year, and will continue on one-year probationary contracts until qualified for and awarded indefinite contract status.

On or before April 15, the Associate Superintendent of Human Resources or their designee shall notify in writing probationary teachers whose contracts will not be renewed. The Associate Superintendent of Human Resources or designee will provide the HNEA president a list of probationary teachers whose contracts will not be renewed ten (10) days prior to notifying the probationary teacher. Upon request the notice shall include a concise statement of the reason or reasons for nonrenewal. Probationary teachers not notified before April 15 shall be employed for the next school year under the terms of the contract for the preceding year. Probationary teachers who are informed of re-election by written notice shall be tendered a contract on or before May 15, and shall provide written notices of acceptance or rejection within 15 calendar days of receiving the contract. If the fifteenth calendar day falls on a non-work day, acceptance or rejection must be received by the second work day following the fifteenth calendar day. Failure to provide notice within this period is a rejection of the Board of Education's offer. Any teacher employed under a part-time contract by the district shall accrue credit toward permanent status on a prorated basis.

## **2. Indefinite Contract**

Permanent teachers, as defined in §168.104(4) RSMo., will receive any modifications of the indefinite contracts, on or before May 15 of each year. These modifications may include:

- A. Determination of the date of beginning and length of the next school year;
- B. Fixing the amount of annual compensation for the following school year as provided by the salary schedule adopted by the Board of Education, and applicable to all teachers.

All affected teachers will be furnished written copies of the modifications within 30 days after their adoption by the Board of Education.

## **3. Release from Contract**

Any contract may be terminated at any time by mutual consent. Any request for release from contract by a teacher other than the superintendent shall be submitted in writing and directed to the superintendent. Prior to June 1 of each year, a tenure teacher will be released from contract under conditions set forth in the Missouri Teacher Tenure Act. Prior to June 1 for a non-tenure teacher under contract and after May 31 for any teacher, the Board of Education's attitude shall generally be one of disapproval for requests of release unless it is for one of the following reasons:

- A. Health -- Any request for a release of contract based upon the health of the teacher shall require a certificate by a physician that continued employment will be detrimental to the person's health.
- B. Transfer of Spouse -- If a teacher's spouse receives a transfer from the geographical area, the Board of Education may grant a release.
- C. Promotion -- If a teacher obtains an administrative position in another district, resulting in a substantial increase in responsibility, the Board of Education may grant a release.
- D. Other Reasons -- Recognizing that the teacher's contract is a legal document which binds both the teacher and the Board of Education, the Board of Education's attitude shall generally be one of disapproval for requests of release from contract for reasons other than health, transfer of spouse, or promotion. The Board of Education will at all times hold the welfare of the

students paramount during the consideration and deliberation of requests for release.

#### **4. Length of Contract**

The teachers' contract shall have a total of 190 days including instructional days, paid holidays and professional development days.

## **ARTICLE 14**

### **SALARY SCHEDULES**

The Board of Education shall adopt a salary schedule for all teachers. The Board of Education shall make available to each teacher a schedule of salaries and benefits to be paid by the district.

Provisions shall be made for placement of personnel on the appropriate compensation plan. Additional compensation for extra duties shall be allocated according to Board of Education policies and the agreement between the Board of Education and the teacher.

The salary schedule shall be adopted by the Board of Education in conjunction with or prior to the adoption of the budget for the following year.

1. Teachers who are first employed by the district shall be given credit for all years of approved previous teacher and/or administrative experience and placed on the corresponding step for the credited experience.
2. The superintendent or designee shall be responsible for evaluating experience and placement on the salary schedule. Placement is not retroactive.
3. Service increments, as set out in the salary schedule shall become effective at the start of the school year. A teacher must be employed 95 days or more in the Hazelwood School District to be eligible for the increment. Only one, one-half year may be counted toward an increment by a teacher.

#### **Placement on the Teachers' Salary Schedule**

Placement of teachers on the Teachers' Salary Schedule shall be in accordance with the district's guidelines for salary schedule placement.

Transition from one salary channel to another-- When teachers become eligible for transition from one salary channel to another, they shall be placed on the same experience level on the new channel as they had attained on their present channel.

A teacher who is compensated at the maximum of the present channel for one (1) school year or more shall be advanced one (1) step on the new channel only if the new channel has the additional step(s) necessary to permit such an advancement.

Transition shall occur only at the beginning of the school year or at the beginning of the second semester.

## **Guidelines for Teacher Salary Schedule Placement**

All undergraduate and graduate hours must be earned from a college or university accredited by a regional accrediting association accepted by the Missouri Department of Elementary and Secondary Education. Hours earned from colleges and universities accredited by other associations must be approved by the Associate Superintendent for Human Resources.

### **I. Bachelor's Degree**

- A. Any teacher with a bachelor's degree from an accredited college or university and certified by the Missouri Department of Elementary and Secondary Education to teach in the area assigned shall be eligible for placement on this salary channel.

### **II. Bachelor's Degree + 15 Semester Graduate Hours**

- A. Only those teachers still on the BA + 15 channel at the beginning of the 2008-2009 school year will remain on this channel for the remainder of their employment with the District, unless they become eligible to move to the Master's channel as described in this article. No other teachers will be added to this channel.

### **III. Master's Degree**

- A. Any teacher with a master's degree from an accredited college or university in the teacher's area of assignment or subject area shall be eligible for placement on this salary channel.
- B. Any teacher with a master's degree from an accredited college or university in an area associated with the teacher's teaching field, an area that will improve a teacher's competence in his or her teaching field, or that will improve a teacher's competence in a related professional area may be eligible for placement on this salary channel.

### **IV. Master's Degree + 30 Semester Graduate Hours**

- A. All graduate university courses that apply to an accredited specialist's or doctorate degree program may be approved. The university must certify that the teacher is enrolled in a program for the specialist or doctor's degree.

All graduate courses may be approved provided the college or university is fully accredited or the courses may be approved by the State Department of

Elementary and Secondary Education. The college or university must certify that the course is a graduate course.

- B. Only hours earned after the date the master's degree is entered on the transcript will be counted toward +30.

#### V. Doctorate

- A. Any teacher with a doctorate from an accredited college or university in the teacher's area of assignment or subject area shall be eligible for placement on this salary channel.
- B. Any teacher with a doctorate from an accredited college or university in the area associated with the teacher's teaching field, an area that will improve a teacher's competence in his or her teaching field, or that will improve a teacher's competence in a related professional area may be eligible for this placement on this salary channel.

#### VI. General Guidelines for Placement

- A. The superintendent or his or her designee shall administer the placement of teachers on the salary schedule.
- B. There shall be a review committee for salary placement and tuition reimbursement composed of the Assistant Superintendent for Human Resources and two (2) additional central office administrators designated by the superintendent, and three (3) teachers appointed by the association. The Assistant Superintendent for Human Resources shall be the chairperson. The purpose of the committee is to hear appeals by teachers if there is disagreement with the decision of the Assistant Superintendent for Human Resources. The committee will also review cases when requested by the Assistant Superintendent for Human Resources. In case of a tie vote on committee action, the superintendent shall review the case and cast the tiebreaking vote. The decision of the review committee is final.
- C. All channel transfers and resulting changes in salary shall be made within 45 days of receipt of the official transcripts. Salary payment shall be retroactive to the beginning of either the first or second semester, as applicable.
- D. All applicable hours of credit shall be semester hours of graduate credit or the equivalent number of quarter hours converted to semester hours.
- E. School district-sponsored workshops for which an accredited college or university grants graduate credit may be approved if the teacher enrolls for graduate credit and applies and receives approval in advance.

- F. A \$3,000 stipend will be added to the annual scheduled salary each year for all teachers holding valid National Board Certification. For teachers who become newly certified, a full \$3,000 stipend will be added to the annual salary at the beginning of the second semester following the November announcement that certification has been attained; however, the salary adjustment will not be made until eligible

teachers provide documentation of National Board Certification to the Office of Human Resources. In the event a teacher's National Certification expires and is not renewed, the stipend will be discontinued, with the teacher receiving only the prorated amount of the stipend during the year certification expires.

## VII. Salary Schedules

### **Teacher Salary Schedule 2023-2024**

All employees will move one step (row) on the salary schedule for the 2023-2024 school year.

All employees who are behind either one or two steps due to step freezes in 2016-2017 and/or 2017-2018 will receive credit for those steps on the 2023-2024 schedule.

Longevity – Employees who received longevity in 2020-21 (\$500 or \$1000) per the 2020-21 Articles of Agreement will continue to receive these longevity disbursements as an addition to their base salary for the 2023-2024 school year. Employees on step 20 of the MA, MA+30, and Doctorate columns in 2022-23 will receive a \$500 longevity bonus.

	<b>BA</b>	<b>BA+15*</b>	<b>MA</b>	<b>MA+30</b>	<b>Doctorate</b>
<b>1</b>	\$47,000		\$48,389	\$50,493	\$52,597
<b>2</b>	\$47,470		\$48,873	\$50,998	\$53,123
<b>3</b>	\$47,945		\$49,362	\$51,508	\$53,654
<b>4</b>	\$48,424		\$49,856	\$52,023	\$54,459
<b>5</b>	\$48,908		\$51,352	\$53,584	\$56,093
<b>6</b>	\$49,397		\$52,891	\$55,192	\$57,775
<b>7</b>	\$49,891		\$54,479	\$56,847	\$59,509
<b>8</b>	\$50,390		\$56,113	\$58,553	\$61,294
<b>9</b>	\$51,574		\$57,796	\$60,309	\$63,133
<b>10</b>	\$53,250		\$59,530	\$62,118	\$65,027
<b>11</b>	\$55,041		\$61,316	\$63,982	\$66,977
<b>12</b>	\$56,896		\$63,155	\$65,902	\$68,988
<b>13</b>	\$58,745		\$65,051	\$67,879	\$71,057
<b>14</b>	\$60,595		\$67,001	\$69,915	\$73,188
<b>15</b>	\$62,484		\$69,012	\$72,013	\$75,384
<b>16</b>	\$64,985	\$67,861	\$71,082	\$74,173	\$77,646
<b>17</b>			\$73,215	\$76,398	\$79,975
<b>18</b>			\$75,411	\$78,690	\$82,375
<b>19</b>			\$77,673	\$81,051	\$84,846
<b>20</b>			\$83,498	\$86,628	\$89,914

\* Only for employees that were already previously placed and in continuous service on the BA plus 15 level. Not offered to new or returning employees.

All staff who were on BA step 7 or higher or on any step of the BA+15, MA, MA+30, or Doctorate columns in the 2022-23 school year and who are employed by the district on August 8, 2023 will receive a one-time stipend of \$1,000 on August 8, 2023. This stipend is repayable to the district if an individual ends their contract prior to the end of the 2023-24 school year and liquidated damages are applicable.

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## **ARTICLE 15 FRINGE BENEFITS**

### **Insurance Benefits**

The district shall provide the following insurance benefits to each eligible teacher:

- a. Life insurance in the amount of \$50,000
- b. Health insurance
- c. Dental insurance
- d. Vision insurance

The teacher may purchase health, dental and/or vision insurance for their spouse and/or children.

### **Teacher Family Benefit**

Any elementary teacher employed by the Hazelwood School District shall be able to enroll his/her child(ren) or ward in a school served by the high school attendance area where he/she is employed upon approval of the superintendent/ designee, unless the class size(s) is prohibitive (21 or more students in primary; 23 or more students in intermediate). Should the class size exceed these guidelines after the child is enrolled, the child will be able to remain in that building for the remainder of that school year only.

Any secondary teacher employed by the Hazelwood School District shall be able to enroll his or her child(ren) or ward in a school served by the high school attendance area where he/she is employed upon approval of the superintendent/designee unless the class size is prohibitive.

Application shall be made on an annual basis to the superintendent or designee by April 30<sup>th</sup> .

### **Paid Holidays**

Eligible teachers shall have 4 paid holidays:

- Martin Luther King's Birthday
- Presidents' Day
- Thanksgiving Day
- Christmas Day

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## **ARTICLE 16**

### **TUITION REIMBURSEMENT**

The Board of Education recognizes that professional study at an accredited college or university may enable a teacher to provide better educational opportunities for the pupils assigned to that individual.

The district shall provide for prorated tuition reimbursement for those successfully completed courses which have received prior approval from the superintendent or designee. Courses eligible for prorated tuition reimbursement shall meet the approval criteria established by the superintendent. The association may submit and discuss with the superintendent a list of recommended criteria. The criteria established by the superintendent shall be approved by August 1.

The district shall set aside the sum of \$140,000 for the period of July 1<sup>st</sup> through December 31<sup>st</sup> and \$140,000 for the period of January 1<sup>st</sup> through June 30<sup>th</sup> to be used for the purpose of tuition reimbursement. Any sum not expended between July 1<sup>st</sup> through December 31<sup>st</sup> shall be carried over to the following period within the same fiscal year. This sum shall be divided by the total number of approved credit hours. The quotient shall be the amount of money available per credit hour for reimbursement, within the following limitations:

1. The maximum dollar amount of reimbursement per credit hour shall not exceed that which is charged by the University of Missouri, St. Louis;
2. Any course for which no tuition cost is incurred by the teacher shall not be reimbursed under this proposal;
3. The maximum number of credit hours per teacher for reimbursement in any fiscal year shall be nine credit hours;
4. Incidental costs, including but not limited to textbooks, supplies, registration fees and parking fees shall not be reimbursed under this policy.

Upon successful completion of the course, an official transcript or an original report card, along with verification of payment must be sent to the assistant superintendent for Human Resources no later than August 31<sup>st</sup> for the period ending June 30<sup>th</sup> and no later than February 28<sup>th</sup> for the period ending December 31<sup>st</sup>. Reimbursement shall be made no later than 2 weeks after each period's closing dates and following the receipt of the official transcript or report card and verification of payment.

No payment shall be made to teachers who were on a full semester or annual leave when taking classes or are no longer with the district at the time of reimbursement.

Note: Graduate credit for salary schedule placement will be recorded into personnel files only from an original transcript.

### **Guidelines for Tuition Reimbursement**

1. Courses taken by teachers that qualify for teacher salary schedule advancement (channel transfer) may qualify for tuition reimbursement if the courses are applicable to the teacher's assignment or to an area of certification.
2. Application shall be made to the assistant superintendent of Human Resources and receive approval prior to the beginning of the class in order for a teacher to receive reimbursement.
3. Undergraduate courses that may be required to continue or renew certification, or to acquire new certification mandated by the State Department of Education in an area not previously requiring specific certification and the teacher is currently teaching in that area, may be approved by the review committee for tuition reimbursement but not for advancement on the salary schedule.
4. Reimbursement will be made when official transcripts of credit or an original report card have been received in the Human Resources office from all teachers requesting tuition reimbursement for any particular period.
5. Teachers requesting tuition reimbursement will be required to sign an agreement to repay the district for the cost of the tuition reimbursement if the teacher resigns from the district within one (1) year after receiving the reimbursement. The agreement will be signed when submitting the reimbursement request.
6. Teachers must have earned a grade of "C" or better or a "pass" in a pass/fail course in order to be eligible for reimbursement.

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## **ARTICLE 17**

### **COMPENSABLE AND PERSONAL LEAVE**

#### **General Provisions**

On the first day of each school year, teachers shall be credited with 16 days of compensable leave of which only 4 days may be used as personal. Compensable leave may be used for illness, attendance at educational conferences, bereavement, and other reasons as designated in this article. Compensable leave shall not be used for the purpose of vacation or other reasons not otherwise provided by these Articles. Whenever leave is taken, the teacher shall accurately provide the district with the reason for his or her absence using the District's approved process.

If a teacher is absent for purposes other than in accordance with these Articles and the leave is not otherwise protected by law, the teacher shall be subject to disciplinary action, which may include suspension, termination, deduction of pay, notation in the teacher's evaluation and personnel file, or other appropriate measures.

The following days will not be charged against the teacher, regarding Board of Education Policy GCBDA: Professional Staff Short-Term Leaves and Absences:

- Association Leave
- School business
- Approved FMLA leave
- Absence due to a qualified work related injury
- Educational conference leave absences for which the staff member is able to provide documentation

#### **Compensable Leave**

If a teacher does not use all of the 12 days of compensable leave by the end of the year, the remaining days are carried over into the next year and become accumulated compensable leave. The teacher may accumulate a maximum of 180 accumulated compensable leave days. Accumulated compensable leave days may be used in the same manner in which compensable days may be used, but only after annual compensable leave has been depleted and in accordance with the rules set out in here and in other Board of Education policies.

Teachers who notify the District of their retirement on or before January 31<sup>st</sup> and who have accrued a minimum of 50 unused compensable days may sell back up to 75 of their unused days to the District at a rate of \$100/day.

## **Illness**

Compensable leave may be used for illness of the teacher, the teacher's spouse, and the following family members: parents, brothers, sisters, children, grandchildren and grandparents. Leave may also be used for the illness of any financially dependent persons living in the household. Financially dependent does not mean an employee of the teacher. FMLA leave, if eligible, will run concurrently with compensable leave used for this purpose.

The district may require a teacher to present a certification of fitness to return to work from a physician whenever the teacher is absent from work due to the teacher's health. Whenever the teacher is absent for a Family and Medical Leave Act (FMLA) qualifying reason and the teacher is eligible for FMLA leave, return-to-work certification proceeds according to FMLA regulations.

## **Educational Conference**

Compensable leave, or accumulated compensable leave (after annual compensable leave is depleted), may be used to attend educational conferences. The teacher must submit an application for approval or rejection by the building professional development committee in accordance with their published procedures. Once approved by the building PDC, the application must be submitted to the building principal for final approval. If a principal denies the application for the educational conference, it must be in writing with his/her justification for denying the application.

## **Bereavement**

Up to 10 days of annual compensable leave, or accumulated compensable leave (after annual compensable leave is depleted), may be used per occurrence for bereavement for persons of immediate concern. Additional days of available compensable leave, if needed, may be requested from the Asst. Superintendent for Human Resources. In cases where a bereavement is of immediate concern to a number of teachers in one (1) building, the principal may limit usage of bereavement days.

## **Religious Observance**

A teacher may use up to 3 compensable day(s) for religious observance obligations that cannot be fulfilled before or after the normal school day schedule or on a Saturday or Sunday. The religious observance days will be charged to compensable leave. Accumulated compensable leave days may not be used for this purpose. Additional days of available compensable leave, if needed, may be requested from the Asst. Superintendent for Human Resources.

## Personal Days

On the first day of each school year, teachers shall be credited with 4 personal days for use for personal matters that cannot be handled through use of any other leave. Except in case of emergency, teachers must give two (2) days advance notice to the building principal or designee prior to taking a personal day. These days do not require approval – only advance notice, except in the cases of emergency.

Personal days may not be used in each of the following instances, except for extenuating circumstances requiring prior approval from the building principal:

- The first and last day of the school year
- Before or after a holiday
- When three or more personal days are taken on consecutive contractual days
- During State required testing

Denied requests can be appealed to the Associate/Assistant Superintendent of Human Resources. Teachers will not be compensated for **unapproved** personal days that are listed above that require prior approval.

If a teacher does not use all of the 4 days of personal leave by the end of the year, the remaining days are carried over into the next year and become accumulated compensable leave.

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## **ARTICLE 18**

### **SICK LEAVE BANK**

#### **Definition**

The sick leave bank is a voluntary organization which seeks to meet the needs of its members. Sick leave shall be caused by illness of the teacher, spouse and/or dependent (as defined under FMLA).

#### **Membership**

A teacher who carries over at least two (2) compensable days from the previous year is eligible for membership in the sick leave bank. Membership in the bank shall be obtained by authorizing the donation of two days of accumulated sick leave to the bank. Open enrollment shall be from September 1 through September 30 of each year. A list of the membership will be available by October 15<sup>th</sup>.

#### **Administration**

A sick leave bank committee will be organized to develop guidelines for the purpose of maintaining a procedure to donate and withdraw sick days. The sick leave bank committee will establish rules and regulations concerning the use of days. The sick leave bank committee will be composed of three teachers, HNEA President or first Vice President, and Assistant/Associate Superintendent. The members will serve two-year terms with teachers being selected by the HNEA. In addition, the benefits specialist will serve in an advisory capacity to the committee.

#### **Withdrawal of Days**

Requests to withdraw days from the bank shall be made by the teacher or their designee as a written request to the appropriate Human Resource staff member in charge. Requests will be considered only after accumulated sick leave has been exhausted. Maximum withdrawal by any members during one year may not exceed one-half of their contractual days.

The sick leave bank committee shall approve or disapprove requests for withdrawals, based upon careful consideration of the needs of all members. Requests for withdrawal must be approved by a majority vote of the sick leave bank committee. Unused bank days shall remain in the bank.

## **Additional Donations**

If the total number of bank days is reduced to a number less than one-half of the number of members in the bank, the sick leave bank committee may require members to donate one day or more to the bank. All members shall be given written notice of the requirement for additional donations. Members may elect to continue their membership by authorizing the additional donation, or may terminate membership by choosing not to make the required donation. If a teacher terminates membership, their reinstatement shall be in accordance with the requirements for first year members. Days donated previously shall not be refunded upon termination of membership. Former members who are reemployed will be reinstated without donation of days unless additional days have been assessed during their absence. If the bank uses all days at any time and donations are not made, the bank will be discontinued.

## **Revision**

The sick leave bank procedure will be reviewed annually by the sick leave bank committee with recommendation to the Hazelwood Board of Education for its consideration or revision.

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## **ARTICLE 19**

### **FAMILY AND MEDICAL LEAVE**

All teachers are eligible for up to one (1) year of leave for the birth, adoption and first-year care of the teacher's child upon proper notice. For teachers who are eligible for leave under the Family and Medical Leave Act (FMLA), the district's leave will be applied concurrently to the FMLA leave. It is the position of the district that this article is not intended to expand the rights of the teacher under the FMLA.

1. A teacher who is absent due to pregnancy or birth of a child may use available compensable leave for contractual days when the teacher is not physically able to return to work as verified by a physician. Absence not verified by a physician will be considered a leave of absence without pay.
2. A teacher who is absent for the purpose of first-year care of their child may use compensable leave up to 30 days for contractual leave during the time that the mother of the child is incapacitated as verified by a physician.
3. A teacher who is absent for the purpose of adopting a child may use up to 30 days of available compensable leave for contractual days when the teacher is not able to return to work during the adoption process.
4. Childcare and adoption leave will commence on a mutually agreeable date that shall be determined by the superintendent or designee after consultation with the teacher.
5. Board of Education-paid benefits will continue through the first 90 days of the leave, if the teacher qualified for the benefits prior to the leave. After the first 90 calendar days, insurance benefits may be continued at the teacher's expense.
6. The teacher will advance on the salary schedule if the teacher works a semester or more during the school year in which the leave was taken. During his/her tenure in Hazelwood a half year (one semester) will be counted towards a salary increment only one (1) time. Thereafter the teacher must work two (2) semesters to qualify for an increment.
7. If there are any unpaid days during the leave, the teacher will be shown as a plus (+) on the Length of District Service List.
8. The teacher may or may not accumulate retirement credit for days taken under this leave in accordance with law.

9. The tenured teacher will not lose tenure. For probationary teachers the leave will not constitute a break in consecutive years of service. However, that year will not count towards tenure.
10. A teacher who is returning from an approved leave of absence will be assigned to the same position vacated, unless that position is eliminated and then the teacher will be assigned to another position for which he/she is qualified.

### **Notification of Leave**

A teacher must notify the principal or immediate supervisor and the human resources office of the need for an anticipated duration of the leave at least 30 days before leave is to begin, if foreseeable, by submitting a Notice for Pregnancy, Notice of Childcare, or Notice of Adoption leave form. If 30 days' notice is not practical, the teacher must give as much notice as possible.

The teacher must advise the Office of Human Resources.

### **Return to Duty**

The teacher must:

- Notify the superintendent in writing no later than April 1 if he/she intends to return to work at the beginning of the next school year. Notify the superintendent in writing 30 days prior to return for all other leaves. Failure to notify the district within the specified times prior to the end of the leave will constitute a resignation by the teacher of his or her position with the district.
- Advise the Office of Human Resources of the teacher's return.

The district may require a teacher to present a certification of fitness to return to work from a physician whenever the teacher is absent from work due to the teacher's health. Whenever the teacher is absent for a FMLA-qualifying reason and the teacher is eligible for FMLA leave, return-to-work certification proceeds according to FMLA regulations.

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## **ARTICLE 20 UNPAID LEAVE**

### **End of Benefit Leave**

All teachers of the Hazelwood School District are limited to the compensable, accumulated and sick bank days granted by the Board of Education, whether the absence is due to a work-related injury or not. However, a teacher who is eligible for leave under the Family and Medical Leave Act is entitled to any additional benefits that are required under the Act. It is the position of the district that this article is not intended to expand the 12-work-week applicability of the FMLA. In the event a teacher needs a convalescent period of 10 working days or more beyond the paid days provided by the Board of Education and after available FMLA leave is exhausted, the teacher must follow the procedures listed below.

1. Request a leave of absence as soon as it is expected that the convalescent period will extend at least 10 days beyond available paid days. The teacher must choose one of the following leave options and the leave must begin the first working day after the expiration of all paid days.
  - a. OPTION #1 Remainder of the current school year
  - b. OPTION #2 Less than the remainder of the current school year (but more than 90 days)
  - c. OPTION #3 90 days (within the same school year)
2. The teacher shall furnish the Board of Education with all appropriate medical documents.

Subject to the provisions of the Americans with Disabilities Act, if the teacher is unable to return to duty without medical restrictions that would prohibit ability to perform the essential functions of the job at the time required by the rules of the leave option chose, the position shall be deemed vacated and the teacher terminated. Nothing in this paragraph shall prevent a terminated teacher from reapplying for an available position with the district after his or her illness or disability has been removed. The Board of Education, upon the recommendation of the administration, may return the teacher to his or her former position on the salary schedule or such other position as the Board of Education deems appropriate considering the needs of the district.

In the event that the provisions of this policy would result in an automatic termination of a teacher prior to an official act of termination by the Board of Education, the administration, in its discretion, may suspend the provisions of the policy pending an official Board of Education meeting.

## Benefits

1. Leave will be without pay or benefits.
2. Medical, dental, vision and life insurance may be continued at the teacher's expense.
3. The teacher will advance on the salary schedule if employed a semester or more during the school year in which the leave was taken. A half year (one semester) will be counted toward a salary increment only once during a teacher's employment with the district. Thereafter, two semesters will equal an increment.
4. Teacher will be shown as a plus (+) on the Length of District Service list if any part of the current school year was served.
5. Retirement contributions will not be credited during the period of the leave.
6. The permanent teacher will not lose tenure. The permanent teacher will be assigned before any returning probationary teachers who are qualified in the area in which the tenured teacher is qualified.
7. For probationary teachers, the leave will not constitute a break in consecutive years of service. However, that year will not count toward tenure.

## Procedure

Submit an application for End of Benefits Leave to the Office of Human Resources.

## Return to Duty

OPTION # 1: The teacher must:

- Notify the superintendent in writing between March 1 and April 1 of intent to return to work if leave is for a school year.
- Submit a doctor's release with notification of intent to return from leave.

OPTION #2: The teacher must:

- Notify the superintendent in writing thirty (30) days prior to return.
- Submit a doctor's release with notification of intent to return from leave.

OPTION #3: The teacher must:

- Notify the superintendent in writing thirty (30) days prior to return.
- Submit a doctor's release with notification of intent to return from leave.
- Notify the Office of Human Resources at least one (1) week before return.

Return to duty will depend upon the availability of a teaching position in the area in which the teacher is certified.

Failure of the teacher to notify the superintendent of the desire to return to duty removes obligation of the district to re-employ.

### **Leave of Absence Without Pay**

A teacher may be granted upon request a leave of absence without pay for a period not to exceed one (1) school year if no other leave option applies to the circumstance(s). Leaves of absence without pay shall be requested in writing no later than April 1 of any school year for a leave commencing the following school year and shall include the reasons for the request. The superintendent or designee must approve the leave prior to commencement.

To return to duty the teacher must:

- Notify the superintendent in writing no later than April 1 if he/she intends to return to work at the beginning of the next school year. Notify the superintendent in writing 30 days prior to return for all other leaves. Failure to notify the district within the specified times prior to the end of the leave will constitute a resignation by the teacher of his or her position in the district.
- Advise the Office of Human Resources prior to the teacher's return.

### **Unpaid Emergency Leave**

In extenuating circumstances beyond the teacher's control the superintendent/designee shall have the authority to grant unpaid emergency leave to any teacher needing time off for reasons other than illness, providing available personal days have been exhausted. This leave will not constitute a break in service.

Any teacher wishing to request unpaid emergency leave should contact the Office of Human Resources.

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## **ARTICLE 21**

### **LEAVE NOT CHARGED TO COMPENSABLE LEAVE**

#### **Jury Duty**

Teachers shall be granted leave, which will not be charged to their compensable leave, when called to jury duty. The salary paid by the district for the days a teacher serves on jury duty shall not be reduced by the amount of money the teacher received in juror's fees.

A copy of the subpoena and certificate or statement of attendance from the deputy clerk of the court must accompany the applicable leave form.

#### **Teacher Under Subpoena as Witness**

Teachers shall be granted leave, which will not be charged to their compensable leave, when called under subpoena from any court to appear as a witness, providing the teacher is not involved as either plaintiff or defendant.

The salary paid by the district for the day(s) a teacher serves as a witness under subpoena shall not be reduced by the amount of money the teacher receives in witness fees.

A copy of the subpoena shall be submitted to the principal attached to the applicable leave form.

#### **Military Leave**

The Board of Education shall grant military leave as required by law.

#### **Election Leave**

Any teacher who is appointed as an election judge pursuant to state law may be absent on any election day for the period of time required by the election authority. The teacher must notify the district at least seven (7) days prior to any election in which the teacher will serve as an election judge. No teacher will be terminated, disciplined, threatened or otherwise subjected to adverse action based on the teacher's service as an election judge. Teachers shall be granted leave, which will not be charged to their compensable leave, when serving as an election judge. The salary paid by the district for the days a teacher serves as an election judge shall not be reduced by the amount of money the teacher receives in election judge fees.

## **Leave to Vote**

Teachers who do not have three (3) successive hours free from work while the polls are open will be granted a leave period of three (3) hours for the purpose of voting. Requests for such leave must be made prior to Election Day, and the teacher's supervisors will designate when during the workday the leave should be taken. Any teacher who properly requests leave to vote and uses the leave for that purpose will not be subject to discipline, termination or loss of wages or salary.

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## **ARTICLE 22 ASSOCIATION LEAVE**

The superintendent or designee shall have authority to grant association leave to members of the association designated as representatives to local, state or national conferences, or on other business pertinent to the association. These requests shall be made in writing to the superintendent or designee.

### **Release Time for HNEA President**

The president of the association shall be released from all normal teacher or other district assigned duties for a period mutually agreed to by the superintendent and representatives of the HNEA. The superintendent and the president of the HNEA will develop mutually satisfactory arrangements.

Such release time shall be subject to the availability of a properly certificated teacher to fill the vacated position.

At the end of the term of office the president will resume his or her regular teaching assignment.

The Association shall reimburse the district the 1<sup>st</sup> year MA salary on the current salary schedule and benefit costs. The payment shall be made by June of each year.

The president of the Association will:

- Be an employee of the district and will receive PSRS and district benefits for which he/she is eligible.
- Advance on the district's salary schedule during his/her time in office.
- Be paid his/her regular scheduled teacher's salary.
- Work according to the certified staff calendar. If an Association representative is needed outside of the certified staff calendar, 1 will be provided by the Association.

If the incoming president has an extra duty position that he/she is unable to maintain because of the responsibilities of serving as president or because the extra duty position is associated with the teaching assignment, the HNEA shall pay the district the equivalent salary and benefit amount of the extra duty position. This would allow the president to maintain a comparable level of compensation and the retirement benefit for that compensation.

This extra duty provision shall become effective July 1, 2011

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## **ARTICLE 23 HIRING**

### **Application Procedures**

All applications for certificated position shall be made in accordance with procedures established by the superintendent or designee.

### **Record Check**

All applicants must submit a fingerprint, police record check and Division of Family Services record check with their application prior to the interviews. The superintendent or designee shall establish procedures and forms for all applicants to secure the proper information so that they will be in compliance with this policy.

### **Interviewing**

All applicants for certificated positions shall be interviewed by the superintendent and/or members of the staff designated by the superintendent. Terms of employment shall be clearly transmitted to the applicant at the time of interview or as soon as possible thereafter.

### **Selection and Board of Education Appointment**

Teachers are formally hired by the Board of Education upon the recommendation of the superintendent of schools. In making recommendations, the superintendent shall give first consideration to applicants who, in addition to proper general education qualifications, shall have special training and other qualifications for the particular type of vacancy to be filled.

### **Certification Requirement**

It shall be the policy of the Board of Education to employ those persons who have earned a Bachelor's Degree, and who may be properly certificated by the Missouri State Department of Elementary and Secondary Education to teach in the appropriate curriculum areas. Before any teacher's contract shall be considered valid, a teaching certificate which legally qualifies the teacher for the assigned work shall be duly filed in the office of the assistant superintendent for human resources.

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## **ARTICLE 24 JOB SHARING**

**Job Sharing** -- The district may employ classroom teachers through a job sharing arrangement. Classroom teachers in a job-sharing position shall receive benefits, paid legal holidays and paid leave applicable to all classroom teachers on a pro-rata basis.

A job-sharing position shall mean any position requiring employment of at least 17 and no more than 20 hours per week on a regular basis.

These teachers will share the cost of district-provided benefits equally with the Board of Education (pay 50% of the premiums).

Teacher job sharing procedures were agreed upon between the HNEA and the Board of Education in 2004. Please see Human Resources for a copy of the procedures.

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## **ARTICLE 25**

### **ADMINISTRATIVE ASSIGNMENTS AND VOLUNTARY TRANSFERS**

#### **Administrative Assignments**

The superintendent is authorized to assign all teachers to their duties. They shall be assigned to schools and to specific positions when special certificates or requirements are deemed necessary for a position. In all other instances, the principal has the responsibility for specific assignment in the school building he or she administrates. In general, personnel will be assigned to positions where they will do their best work and make their greatest contribution to the total educational program. All certificated teachers shall have the opportunity to apply in writing to the superintendent for reassignment to another position for the next school year.

Teachers shall be notified in writing of their assignments for the next school year on or before the last day of school or May 31, whichever is earlier, of the current school year. If change in assignment is necessary after June 1 of the current school year, the principal or appropriate administrator will consult with the teacher concerning the need for change before the change is made in an effort to reach a mutual understanding.

Transfer of personnel shall be made to better meet the needs of the educational program and only upon the recommendation of the administrative staff.

#### **Voluntary Transfers**

The superintendent or designee shall affect all administrative decisions to transfer with the full cooperation of all parties concerned whenever possible. Reasons for transfer shall be expressly understood by those affected and should be in the best interest of the students and educational program.

1. A probationary teacher is eligible to apply for a voluntary transfer after the third year of full employment with the district.
2. Beginning on February 1<sup>st</sup> of each school year the superintendent's designee will provide weekly via email directly to all HSD staff a current listing of teacher openings for the following school year. Postings will be placed on the district website. Open positions will be posted as they become available.
3. After the initial posting, qualified teachers may request a transfer, in writing, to a specific grade level/assignment and building. Teachers who request a transfer by June 1 will be granted an interview within these guidelines. Teachers will be given interviews for up to five requests, but no more than two interviews per building, between January and June; principals may request more than two interviews of the same person if necessary.

4. Positions may be filled after they have been posted for 10 days and all required interviews have been conducted.

All teachers interviewed for transfer must be notified of the disposition of their interview within 5 business days of a candidate accepting the position by the Human Resources office or designee.

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## **ARTICLE 26**

### **REDUCTION IN WORK FORCE**

#### **Reduction in Force**

- I. In the event conditions require a reduction in the number of teachers employed by the district, the Board of Education may, at the earliest possible date after the start of the second semester of each school year but not later than March 15, declare that staff reduction shall be made effective with the first date of the next school year.
- II. The superintendent or designee shall subsequently notify the teachers that staff reduction may be necessary. This notification shall include information supporting the anticipated needs to reduce staff.
- III. A decrease in pupil enrollment, school district reorganization or the financial condition of the district shall be used when determining the need for staff reduction.
- IV. Attrition, leaves of absence and terminations shall be considered prior to any staff reduction.
- V. When the Board of Education deems it necessary to reduce the number of teachers beyond that level, teachers will be released by the length of district service as provided by the Length of District Service List developed in the Human Resources Office. The teachers with the least length of service in that area shall be reduced.
- VI. The teachers eliminated by staff reduction shall be notified between April 1 and April 15 of their status for the coming year. The reasons for this reduction shall be clearly stated. Vacancies created will be filled by voluntary transfers and the unassigned teacher policy if needed.
- VII. When positions for which teachers are qualified again become available in the district, teachers shall be recalled in inverse order of release.

These re-employment provisions shall not apply to probationary teachers whose contracts are not renewed by the Board of Education.

## **Unassigned Teachers**

If it becomes necessary to reduce staff in a department of a secondary school, the teacher in that department with the least length of service with the district will be declared unassigned, except where the subject area (teaching assignment) requires training, educational preparation, and certification not held by others in the department, in which event the person with the next least length of service with the district will be declared unassigned.

If it becomes necessary to reduce classroom staff in an elementary school on or after the first day of school, the principal will meet with all classroom teachers certified for the grade level being reduced and ask for volunteers to be declared unassigned at that school. If no one volunteers, then the teacher in that building with the least length of service with the District and the required certification will be declared unassigned.

The superintendent or designee will assign unassigned teachers to another building in a subject or teaching area for which they have the educational preparation and certification when positions are available.

If a position for which the teacher who has been involuntarily transferred has the training, educational preparation and certification becomes available prior to August 1 in the building and/or department which the teacher previously taught, the teacher shall have the opportunity of being reassigned to that position.

No teacher on a voluntary leave of absence will be assigned to any teaching assignment until all unassigned teachers with the training, educational preparation and certification in that subject or teaching area are assigned. Teachers on leave for military service will be re-employed pursuant to federal law. Time spent on leave of absence will not be included in length of service with the district for the purposes of determining who shall be declared unassigned.

After a teacher has been declared unassigned, that teacher may not use length of service with the district in securing a position in another school or within his or her present school.

Length of service with the district shall be determined by the actual date of beginning employment as a teacher, not by the date of the contract or the date of employment by the Board of Education.

The actual date of beginning employment shall not be changed by reason of the resignation of a teacher at the end of the school year and the re-employment of said teacher on the first day of the succeeding school year, but if a teacher who is not under contract during any part of a school year because of resignation is subsequently reemployed, the actual date of beginning employment shall be the first day he or she reports for teaching duties following the resignation.

If two (2) or more teachers in an elementary school or in a secondary school department have equal and the least years of service with the district, the unassigned teacher will be determined using the Length of District Service List.

The provisions of this policy as to unassigned teachers shall not be applicable to parttime teachers.

### **Staff Assignment/Closing of School**

School closings are traumatic events for the patrons, pupils, teachers and the administration of the district. In order to reduce the traumatic effect of the dislocation of teacher personnel, the Board of Education adopts the following:

When it becomes necessary to close a school building(s), the Board of Education will notify the public/staff of school(s) to be closed as soon as possible. The Board of Education will make every effort to make this notification prior to February 15<sup>th</sup> of the school year preceding the closing of the school(s).

The superintendent will make available to the teachers of the building(s) affected, a list of vacancies that will be created by the non re-employment of temporary contract personnel, leaves of absence, resignations, retirements, new positions that may be formed to handle students from closed school(s) who are reassigned to remaining schools, and terminations -- no later than April 15.

For the purpose of this school closing procedure only, if additional vacancies are needed, these vacancies shall be created by releasing teachers according to length of district service. Teachers released by this procedure shall receive this notification in writing between April 1 and April 15. If openings occur after this release procedure, they shall be returned by assignment to positions in inverse order of their length of district service.

Teachers from the building(s) closed will choose in order from most district service to least district service from the available positions according to their current teaching area. Teachers shall have five (5) days upon receipt of the vacancy list to indicate their selection. Length of service within the district shall be determined by the actual date of beginning employment as a teacher, not by the date of the contract or the date of employment by the Board of Education. The actual date of the beginning of employment shall not be changed by reason of the resignation of a teacher at the end of the school year and the reemployment of said teacher on the first day of the succeeding school year, but if a teacher who is not under contract during any part of a school year because of resignation is subsequently re-employed, the actual date of the beginning of employment shall be the first day he or she reports for teaching duties following the resignation. This paragraph is applicable to full-time teaching service.

Teachers who are unassigned during a year when a school building(s) is closed shall be placed on the temporary unassigned district length of service list and the teachers will select positions on the same basis as teachers from the closed building.

If no vacancies are available in the teacher's present assignment, he or she shall select a position held by a teacher with the least length of district service in his or her area or assignment and certification.

This understanding applies only to the reassignment of teachers as a result of closing school(s) and is not intended to replace any existing policies.

### **Length of District Service Guidelines**

- A. The superintendent or designee shall compile a Length of District Service List.
- B. Length of district service shall be determined under Staff Assignments/Closing of School. However, if two (2) or more teachers have equal length of district service, then the length of service will be determined by the date and time that the position was accepted. If a tenured teacher and a probationary teacher have equal service, the tenured teacher will appear on the list with greater length of district service than all probationary teachers.
- C. The Length of District Service List will be distributed to all teachers the first week of January for determining its accuracy. Upon receipt of the Length of District Service List, the teacher has 15 school days to appeal his or her placement on the list to the superintendent or designee. After the list has been examined and corrections made, if any, the superintendent or designee will make available in each building the corrected length of district service list by January 31. New teachers will be added to the list in accordance with Staff Assignment/Closing of School.

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## **ARTICLE 27 TIME SCHEDULES**

The instructional day is defined as that period of time a teacher is required to be in an educational activity as a participant in the standard teaching assignment. Each teacher shall be available for a total of twenty (20) minutes of supervision outside of the instructional day as determined by the building principal and staff. The instructional day shall be 6 hours 30 minutes. The length of the instructional day will be consistent throughout the district. In the event a change in the length of the standard instructional day of the district is considered, it will be discussed with teachers.

Each teacher shall be provided a 30-minute duty-free lunch.

Each teacher shall be provided 275 minutes of planning/preparation time per week in increments of no less than 25 minutes. Two hundred twenty-five of these minutes shall be for classroom planning/preparation time that supports instruction.

Transition/record days shall be in ½ day increments and shall be used for instructional planning/preparation time. Teachers may leave the building on the last transition/record day of each term (4 days only).-Documentation may be required for an absence from the morning session on a transition/record day.

Teachers shall have one full uninterrupted day for classroom preparation and one full uninterrupted day for either classroom preparation or required on-line training during the first week that teachers return to school.

When there is no other possible time for a meeting with parents/guardians, teachers may be asked to stay for up to three (3) IEP, FIT, CARE Team, 504, or similar meetings outside of contract hours. The meetings shall conclude no later than ninety (90) minutes past contractual time. The District shall make an exception for extenuating circumstances (i.e., childcare arrangements, college course work, or prior scheduled family commitments).

A teacher shall not leave the school premises during school hours unless proper arrangements have been made with the building principal or designee and the teacher has signed out in the front/central/main office.

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## **ARTICLE 28 WORKLOAD**

The Board of Education reserves to itself the determination of class size and workloads. New areas of curriculum will only be added to the existing curriculum when a reasonable adjustment to the current course of study has occurred. However, the Board of Education recognizes that a teacher's primary duty is to teach, and every reasonable effort shall be made to confine teachers' activities to this primary responsibility.

Elementary teachers will be actively involved in determining balanced class rosters. The principal will meet with teachers to seek input and determine classes for the upcoming school year. This input will be one of the primary considerations in determining class rosters.

The Board of Education shall strive to reduce the individual teaching load to that number of students, or teaching periods, as recommended by the Missouri Department of Elementary and Secondary Education. The Board of Education shall strive to use the average of DESE's recommended Standard and Desirable Standard class guidelines.

The Board of Education wishes to discourage extensive usage of any regular teacher in a substitute capacity beyond the minimum contractual preparation period. However, in cases of emergency, a teacher who substitutes for another teacher during a time that extends into his or her minimum contractual preparation period shall complete and submit a time and effort sheet and be paid at the rate of \$35.00 per hour. The principal or principal designee will initially request teacher volunteers, starting with the most senior staff. However, in the event no one volunteers to cover the class, the principal or principal designee will assign a person to cover the class utilizing an alphabetical rotating list.

If any class is divided or combined with other classes, the effected teachers will equally divide the daily pay for a substitute teacher by submitting a time and effort sheet.

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## **ARTICLE 29 EXTRA DUTY**

Annual salaries shall always be interpreted to include compensation for other school related duties not connected with the regular classroom assignments which may be assigned. Certain extra duties involve such additional time for preparation and supervision as to make it inequitable to be considered within a regular assignment under the salary schedule. The Board of Education upon the recommendation of the superintendent will determine which extra duty activities shall receive extra pay, and how much they shall receive based upon objective criteria.

1. Extra duty contracts will be issued following the approval of the annual budget and as soon as possible after regular contracts are made available. Human Resources or its designee will issue contracts within one week of the beginning of the event, activity, season, etc.
2. Personnel will be selected to supervise extracurricular activities and fulfill functions that will require additional responsibilities and time on the basis of qualifications necessary to meet the responsibilities.
3. Individuals participating in extra duty assignments will be compensated at a rate that is comparable to those in surrounding school districts. Information regarding current extra duty pay may be obtained through the human resources office.
4. Personnel employed for work which extends beyond the normal school year will be selected on the basis of qualifications and availability to do a particular assignment.
5. Extra duty vacancies will be posted in the buildings where they occur. A copy will be sent to the personnel office for distribution to all buildings. Extra duty vacancies will be posted on the District's application system.

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## **ARTICLE 30 MEETINGS**

### **Faculty Meetings**

In addition to the regular school hours of duty, attendance at all called and regularly scheduled faculty meetings shall be considered a part of each teacher's professional contract. It is expected that such meetings shall close at a reasonable hour, and other than emergency meetings, shall be announced a minimum of two weeks prior to the planned meeting to allow teachers to plan for attendance.

After school meetings shall be limited to no more than 50 minutes per month. These meetings shall be for the purposes of professional development and/or faculty meetings.

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## **ARTICLE 31**

### **PERFORMANCE-BASED EVALUATION**

The certificated evaluation tool is the collaborative product of the Teacher Evaluation Program (TEP) Committee. The current tool with all revisions shall be sent to all teachers by the first contractual day of each school year. Appropriate training will be provided for all teachers during contractual hours. The TEP committee will be formed and co-facilitated by the Human Resource Department representative and the HNEA president or designee.

The TEP committee will consist of:

- 4-6 Job Alike Certified Staff from Elementary, Middle and High School Levels;
- 3-4 Building Administrators from Elementary, Middle and High School Levels;
- HNEA Representative;
- Human Resource Department Representative;
- Curriculum Representative, if appropriate;
- Assistant Superintendent or designee, if needed

The TEP Committee shall meet as needed. Once changes are agreed upon in committee, they shall be brought before the Human Resource designee and the HNEA president for signatures.

The Board of Education will comply with the evaluation system adopted by the TEP committee. Failure to comply with the terms of the evaluation tool is subject to grievance procedures as outlined in Board of Education Policy and Article 12 of this Agreement.

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## **ARTICLE 32**

### **PROFESSIONAL DEVELOPMENT**

#### **Mission:**

The mission of professional development is to support teachers in their continual efforts to improve instruction so that each student may achieve at higher levels in the Hazelwood School District.

#### **The Building Professional Development Committee:**

Each building will elect a representative group of teachers to serve on the Building Professional Development Committee (BPDC) based on the following:

- 1 teacher from each grade level/core area dept./team
- 2 teachers from special areas (art, music, P.E., etc.)
- 1 SSD teacher

The membership of this group will be identified by April 1. A list of representatives will be sent to the building principal.

The building principal or his/her designee will serve as a consultant to the BPDC. The principal, assistant principal, instructional specialists, coordinators and others will provide support as necessary and upon request.

#### **The BPDC is responsible for:**

- Working with the principal – as the building data team - to analyze data and develop the building accountability plan. The principal may add representatives to the data team in addition to the BPDC.
- Conducting a needs assessment of building teachers.
- Developing, implementing, and evaluating a comprehensive plan for BPDC activities which align with and support the building and district accountability plans, and Board of Education goals.
- Managing the BPDC budget to ensure compliance with District Professional Development Committee direction and alignment with the building and district accountability plans.
- Managing the Education Conference Leave budget and approving Educational Conference Leave for the teachers in the building, subject to final approval of the building principal. If a principal denies the application for the educational

conference, it must be in writing with his/her justification for denying the application. Educational conference leave expenditures will be charged to the BPDC Educational Conference Leave budget, but may not exceed \$600 per teacher every two years. Education conference leave will be charged to the teachers' accumulated compensable leave.

- Developing building procedures for registration, advance payments, final reports, and other necessary documentation for approved leave. The BPDC should notify building principals and the Coordinator of Federal Programs 30 days in advanced of approved leaves.
- Completing and submitting an end of year report to the District Professional Development Committee (DPDC) that outlines activities, expenditures, and results by May 15.
- Selecting a BPDC chair who serves on the DPDC.

### **The District Professional Development Committee:**

The District Professional Development Committee (DPDC) is composed of the following members:

- the BPDC chair from each building
- the Assistant Superintendent or other assigned Central Office Administrator.
- 3 building principals/assistant principals (one from each level)

Support will be provided as necessary by staff and administrators appointed by the Superintendent or designee.

### **The DPDC is responsible for:**

- Ensuring that the district and building plans comply with state law and district policy.
- Establishing an annual focus for and planning district professional development activities that align with Board of Education goals, and allocating funds to support these activities at the district level.
- Monitoring district and building professional development plans and activities for alignment with district focus and building goals.
- Providing professional development for DPDC representatives.
- Distributing funds to the BPDC to support the building plans.

- Submitting an end of year report to the Assistant Superintendent or designee by June 1. This report should outline district and building activities, expenditures (both BPDC and Educational Conference leave), and results.

### **Board of Education Paid Professional Development**

As determined by the Board of Education or administration, teachers who receive Board of Education-paid professional development that requires a significant expenditure by the district may be required to sign an agreement to repay the district for the cost of the professional development if the teacher resigns from the district within one (1) year after participating in the Board of Education-paid professional development. If required, the agreement will be signed prior to registration for the activity.

This provision shall not apply to professional development activities paid for through building level professional development funds, unless there is an expenditure greater than \$2,000.

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## **ARTICLE 33 RETIREMENT**

Teachers shall be participants in the Public School Retirement System (PSRS) of the State of Missouri. Any eligible retiring teacher, spouse, children, or surviving children receiving benefits from the Missouri Teacher Retirement System may elect to continue or enroll in any or all of the district's medical, dental, vision or life insurance plans.

Conditions under which participation may occur are outlined as follows:

1. Premiums for all coverages elected must be paid by the insured.
2. Retiring teachers and/or family members may only continue or enroll in those plans which are available to active members of their teacher group. Retirees and their family members do not have access to options that are unavailable to active members of their teacher group.
3. As is the case with active teachers, life insurance coverage is not available to family members, but only the retiring teacher. The amount of coverage available is determined by the insurance carrier.
4. Persons retiring from the district have one (1) year from the date of retirement to qualify for the above-listed benefits, if such benefits are available to teachers in the retiree's classification in the district. Coverage will only be provided to family members of retirees if those persons qualify prior to the teacher's retirement.
5. Once a family member drops coverage or loses coverage due to nonpayment of premiums, re-enrollment will not be allowed. If a retiree drops coverage or loses coverage due to non-payment of premium, reenrollment will not be allowed unless completed and qualified within one (1) year of retirement.
6. With the exception of life insurance, all eligible coverages may be continued for life, providing the insured is receiving benefits from the PSRS, and provided the district continues to provide health insurance or benefits to its teachers who hold positions in the same teacher group as the retiree at the time of retirement.
7. Covered retirees and family members will be subject to the same election periods and change opportunities as active teachers.
8. Premiums for retirees and family members will be the same as those paid by the Board of Education for active teachers and by active teachers for dependents with the same level of coverage.

At retirement, benefits mandated under COBRA legislation maybe elected in lieu of benefits offered under the retiree plan outlined above.

Persons engaged by the district as independent contractors, including consultants, are not by virtue of such engagement considered teachers of the district for purposes of membership or contribution to the PSRS or the NTSERS.

Any person retired and currently receiving a retirement allowance other than for disability may be employed in any capacity on either a part-time or temporary substitute basis not to exceed a total of 550 hours in any one (1) school year, and through such employment, may earn up to 50 percent of the annual compensation payable under the employing district's salary schedule for the position or positions filled by the retiree, given such person's level of experience and education, without a discontinuance of the person's retirement allowance.

If the position in question is not subject to the district's salary schedule, a retiree employed may earn up to 50 percent of the annual compensation paid to the person or persons who last held such position or positions. If the position or positions did not previously exist, the compensation limit shall be determined in accordance with rules of the board of trustees of the retirement system; provided that, it shall not exceed 50 percent of the annual compensation payable for the position in the school district that is most comparable to the position filled by the retiree.

In any case where a retiree fills more than one position during the school year, the 50 percent limit on permitted earning shall be based on the annual compensation of the highest paid position occupied by the retiree for at least one-fifth of the total hours worked during the year. Such a person shall not contribute to the retirement system or to the non-teacher school employee retirement system because of earnings during such period of employment. If such a person is employed in any capacity by such a district on a regular, fulltime basis, he or she shall not be eligible to receive his or her allowance for any month during which he or she is so employed and shall contribute to the retirement system.

Any person retired and currently receiving a retirement allowance from either the PSRS or the NTSERS, other than for disability, who elects to return to work in an employment capacity covered by either of the aforementioned retirement systems, shall undertake such service under a new membership in the applicable system.

Contributions shall be made to the retirement system for any covered employment under the new membership at the same time and in the same manner as contributions are made for the covered employment generally.

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## **ARTICLE 34**

### **ASSOCIATION NEGOTIATION PROCEDURES**

#### **Philosophy**

The Hazelwood Board of Education and the professional teachers recognize that the development and operation of an educational institution of the highest quality, for the benefit of children and youth in the district, is a common goal of a paramount importance. The establishment of a procedure to provide an orderly method for the Board of Education and the teachers to discuss matters concerning salary, welfare provisions, and working conditions and to reach mutually satisfactory understanding on these matters is in the best interest of public education.

#### **Principles**

1. The Board of Education, under law, has the ultimate responsibility for determining policies for the school district.
2. Teachers have the responsibility for providing the best possible education in the classroom and the academic progress of each student.
3. Attainment of objectives for the educational program of the Hazelwood School District requires mutual understanding and cooperation among the Board of Education, administration, and teachers. Free and open exchange of views is desirable and necessary.

#### **Recognition**

1. The Board of Education recognizes the Hazelwood National Education Association as the representative of the teachers for the purposes of discussing and arriving at understandings on matters concerning salary, welfare provisions, and working conditions. The Association shall not represent the administrative/supervisory staff.

It is understood that the discussions to be carried on under this article shall deal with the revision of the present Articles of Agreement affecting the professional teaching staff and/or the development of new Articles of Agreement. Individual grievances related to these matters shall be dealt with under separate Board of Education policies on grievance procedures.

In the event the Board of Education or the Board of Education's designee and HNEA should convene on issues concerning working conditions, benefits or salary during a non-negotiations time, the agreements that are reached shall be placed into the Articles of Agreement between HNEA and the Hazelwood Board of

Education upon the next negotiations period or as an addendum to the existing Articles of Agreement.

2. The Hazelwood Board of Education is the representative of the public for the purpose of providing for the education of children and youth in the district consistent with societal demands, the prudent expenditure of public funds, and the assessment of the outcomes of the District's system of public education.
3. The Board of Education and the Association are responsible to each other and the community for discussing in good faith and seeking understanding on matters of mutual concern.

The main focus of the agreements shall be to promote the development and implementation of a quality educational program for the welfare of the students.

4. Professional personnel have the right to join or to refrain from joining any professional organization.

### **Discussion Procedures**

1. The Association shall meet and consult with the Superintendent or designee on matters concerning salary, welfare provisions and working conditions, and make every effort to reach an understanding through the school administrative channels.
2. The formal discussion process shall begin with the Hazelwood National Education Association and the Board of Education's Team exchanging items proposed for discussion no earlier than January 1 and ending no later than June 1. If any item being discussed remains unresolved, either party may ask for the rendering of an advisory opinion [within seven (7) calendar days following the final discussion session], as provided in the section on Resolving Disagreement by Fact-Finding, on that specified item(s) by a fact-finding committee. However, nothing in this Article prevents the parties from participating in team-building exercises, training, or joint activities to prepare for formal negotiations throughout the year.
3. When discussing with the Board of Education, or its designated representatives, the Association may be represented by a committee or team of Association members composed of not more than seven (7) participant members and others in advisory capacity as deemed necessary.
4. Meetings shall be scheduled to interfere the least with school schedules. If necessary, participating members of the Association team shall be released from school duties to attend meetings.

5. When the discussions have been completed all articles will be reduced in writing and submitted to the Board of Education for action.
6. The sessions shall be open for observation purposes only. Only the Board of Education team and the Association team may participate in the deliberations. Discussion team members may not converse with the public while deliberations are in progress.
7. The Board of Education and the Association will exchange all available designated information or estimates on matters to be discussed, as stated in letters of notice, in order to assist the Board of Education and Association in developing accurate and constructive proposals.
8. As soon as possible each year, but not later than November 1, the Association shall file with the Board of Education a statement signed by the president of the organization setting forth the following information:
  - A. The name and mailing address of the Association and a complete list of the name, title and mailing address of each officer.
  - B. The names of individuals authorized to represent the Association and its members in appearance before the Board of Education, or its designated representative, and in its dealings with the Superintendent or his or her designated representative.

### **Discussion Ethics**

1. All discussions shall be carried on in an atmosphere of mutual respect and courtesy in accordance with principles set down in the "National School Board Code of Ethic" and the "Code of Ethics of the Education Profession."
2. At no time will the Association or Board of Education take any action or condone any action leading to the cessation or interruption of professional services to children of the district.
3. While discussions are in process, any release of information about discussion sessions must be by mutual consent of the Board of Education team and Association team.
4. The parties pledge themselves to discuss in good faith such matters as have been enumerated in this article.

## **Resolving Disagreement by Fact-Finding**

The method to be used for resolution of disagreement by fact-finding which retains the final decision authority of the Board of Education, is to establish a committee which serves as a fact-finding body and renders an advisory opinion within fifteen (15) calendar days, if possible.

The committee shall be formed as follows:

1. The Board of Education shall appoint one (1) member
2. The Association team shall appoint one (1) member
3. These two (2) shall appoint a third member, who shall serve as chairman. No member of the Hazelwood Board of Education or teacher of the Hazelwood School District shall serve on this committee.

After the rendering of an advisory opinion, the Board of Education and the Association's team shall convene within fifteen (15) calendar days to discuss and act upon it.

## **Cost**

Costs and expenses which may be incurred in securing and utilizing the services of the third member of the committee and all other expenses incurred by the committee shall be shared equally by the Board of Education and the Association. The individual appointed by each group shall be reimbursed by the appointing group.

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## **ARTICLE 35**

### **RIGHT TO REPRESENTATION**

In all teacher-administrator conferences dealing with any items or memorandums associated with the teacher's discipline, transfer, suspension or dismissal, the teacher shall be informed in advance of the purpose of the meeting. The teacher shall be informed of his/her right to be accompanied by a representative of his/her choosing as long as the representative is employed by the school district or is a representative of the National Education Association. During the evaluation process, the teacher has the right to bring representation that they have arranged.

If the representative of the teacher's choosing is not available, the meeting will be rescheduled at a mutually agreeable time. The teacher's representative shall not have released time for the conference. If the conference cannot be scheduled during the teacher's contractual day, conferences shall be scheduled to begin no later than 15 minutes following the end of the teacher's contractual day.

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