

COLLECTIVE BARGAINING AGREEMENT  
FFSD EMPLOYEES  
(School Year 2019-2020, 2020-2021 and 2022-2023)

Between

The School District of Ferguson-Florissant R-2

and

The Ferguson-Florissant National Education Association

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# ARTICLE 1 – PURPOSE

The purpose of this Collective Agreement between the Ferguson-Florissant School District and the Ferguson-Florissant School District National Education Association is to maintain mutually beneficial working relations rooted in trust and open and honest communications between the District and its employees. This agreement shall establish and maintain rates of pay and conditions of employment, provide appropriate procedures for the prompt resolution of grievances and problems, as well as recognize the mutual value of joint discussion, consultation and negotiation. The parties share a mutual responsibility in recognizing that the principal consideration at all times is the welfare and quality of education of students.

# ARTICLE 2 – RECOGNITIONS

**Section 1.** “Bargaining Unit”. The defined group of employees identified in Section 2, Article 2 of this Agreement represented by the Association in Negotiations for a collectively bargained agreement with the District.

**Section 2.** “Association”, also known as the “Ferguson-Florissant National Education Association” (hereinafter referred to as the “FFNEA” or “Association”). The Association is recognized by the District as the exclusive bargaining representative for the purpose of collective bargaining for the purpose of negotiating salaries, fringe benefits, working and teaching conditions.

**Section 3.** “District”. The Ferguson-Florissant School District, the Board of Education and its administration collectively.

**Section 4.** “Board” or “Board of Education”. The representative body elected by the registered voters of the Ferguson-Florissant School District of St. Louis County to exercise general supervision over the schools of the District, and to ensure that the schools are maintained as provided by the state statutes, the rules and regulations of the Missouri State Board of Education and/or the Missouri Department of Elementary and Secondary Education, and the policies, rules and regulations of the District in a manner accountable to the electorate, and responsive to the educational needs and the imposed financial constraints of the District.

**Section 5.** “Parties”. The District and Association, collectively.

**Section 6.** “Agreement”. Items contained in this document relating to salary, fringe benefits, working and teaching conditions which have been agreed and voted upon by the Association and the Board.

**Section 7.** “Proposal”. A submission requesting a change in a term or condition of employment for members of the bargaining unit or term of this Agreement, concise and sufficiently limited in scope so as to include only a single, concise issue, presented by either party, for negotiation under the terms of this Agreement.

**Section 8.** “Day”. Unless otherwise stated, a “day” is Monday through Friday (exclusive of all recognized District holidays) when the District Administrative Offices are open for business.

## ARTICLE 3 – NEGOTIATIONS OF ITEMS OF AGREEMENT

**Section 1. Agreement Process.** This agreement shall be considered renewed for a period of twenty-four (24) months (June 30, 2023) unless after December 1, 2020 and prior to December 15, 2020, either party shall serve written notice upon the other that it desires cancellation, revision, or modification of any provision or provisions of this Agreement or the addition of any new provision to this Agreement.

- a. Such notices shall be in writing and delivered to the Superintendent or the Association president.
- b. Any provisions of this Agreement identified in such notices will be discussed. Impasse procedures shall begin should both parties fail to reach a mutual agreement on items in this article by the scheduled end date.
- c. All other provisions of this Agreement not identified in such a notice will continue in force and effect unless and until that item is the subject of the notice to renegotiate as described in the provision or a successor agreement is negotiated.

**Section 2. Successor Agreements.** When the parties' representatives meet to negotiate a successor agreement, this Agreement will be used as a base, and any provision in the Agreement that is not edited, altered, or deleted during the negotiations process will be included in the next Agreement (unless the provision itself expressly provides to the contrary).

The results of the process shall be reduced to writing and be presented to the District's Board of Education ("Board"), and the Bargaining Unit, for their ratification or rejection. The Association shall present the results of the discussions to the bargaining unit for ratification or rejection in a manner consistent with the process established by the Association.

**Section 3. Modifying the Agreement.** The Board of Education reserves its legal responsibility and prerogative to act in all matters as it deems necessary to serve the interests of the Ferguson-Florissant School District. The District may unilaterally alter the terms of this agreement in emergency situations where, in the opinion of the Board and at its sole discretion, the District or the community has suffered serious damage due to natural disasters, acts of war or terrorism, or pandemic. In the event of a serious financial situation that could not have been anticipated at the time of the Agreement, the District shall reconvene with the Association representatives to discuss the situation and collaborate on possible solutions. The terms of the Agreement will be reinstated when, in the opinion of the Board, the District is able to resume normal operations and has achieved financial solvency.

**Section 4. Contractual Amendments.** Nothing shall compel either party to re-open the Agreement except as provided in Section 3.3 of this Agreement unless a provision shall be deemed unlawful by a court of competent jurisdiction. Any section found to be unlawful by a court of competent jurisdiction shall be bargained. Bargaining on that section only shall commence within sixty (60) calendar days of the determination that the section(s) is unlawful by a court order. Bargaining shall conform to the procedures outlined in this Agreement. The bargaining on any amendments is limited to thirty (30) calendar days and shall follow the process for bargaining outlined in this Agreement.

**Section 5 Impasse.** If no agreement has been reached on all items by the agreed ending date, either team may declare impasse on any or all unresolved items. Upon declaration of impasse, items of impasse will be exchanged and discussions will be extended for seven (7) calendar days. At the

conclusion of the impasse period, items of impasse, if any, will again be exchanged. Each team will, within ten (10) school days of the closing of impasse, have a meeting to consider items of impasse. Prior to the impasse hearing, either party at their expense may hire the services of an outside advisor. Advisement shall be restricted to the specific issues remaining unresolved. At the impasse hearing, each team shall present their position. In addition, either or both outside advisors shall present possible solutions for resolution. The Board of Education shall act as arbiters and finders of fact at this meeting to make decisions on the items of impasse. The hearing officer shall be the president of the Board and shall conduct the hearing. After the hearing, the Board of Education shall make and report its decision on the item(s) of impasse in writing.

**Section 6. Formal Communications.** During the school year, the parties shall meet to discuss items of interest to either party. These meetings shall occur monthly, unless the chairpersons of both parties agree that a meeting is not necessary. The chairpersons of the parties will set the agenda for each meeting.

The purpose of Formal Communications is to inform and/or problem-solve issues to either party. Minutes from Formal communications shall be taken and shared with the chairpersons of both parties.

**Section 7. Salary Schedules.** Salary schedules for members of the Bargaining Unit shall be reopened for negotiations each school year pursuant to the procedures of this Agreement.

**Section 8. Strikes.** This agreement shall expressly prohibit all strikes.

## ARTICLE 4 – NEGOTIATIONS OF POLICY RELATING TO AGREEMENT

**Section 1. Negotiations Process.** *(ref. Appendix J)* As a part of the negotiation process, the Parties will present policy proposals relative to salaries, fringe benefits, working and teaching conditions, and other terms and conditions of employment for the employees in the Bargaining Unit. The Parties shall discuss such proposals, and upon completion of such discussions, the results shall be reduced to writing and be presented to the District’s Board of Education (“Board”), and the Bargaining Unit, for their ratification or rejection. The Association shall present the results of the discussions to the bargaining unit for ratification or rejection in a manner consistent with the process established by the Association.

New policies or those needing amendment to meet compliance requirements remain outside of this process. Consultation with the Association in these instances shall occur.

**Section 2. Negotiations Procedure.** *(ref. Appendix J)*

1. All meetings between the parties will be mutually arranged.
2. Each team shall offer no more than five written proposals and attempt to reach tentative agreements. Tentative agreements will be set down in writing and presented to the Board for approval and to the Association for ratification.
3. Both parties shall agree to the number of members representing each party at the table at any session. Neither team shall have control over the membership of the other team.
4. The Board will provide the Association, upon request, such information as is necessary to assist the Association in developing constructive proposals. Such information will include, but not be limited to, complete and accurate financial reports, revenue and expenditure projections for the coming school year, and other documents as provided in policy.

5. The Parties shall establish mutually agreed upon subcommittees as needed to study issues and solve problems. Any subcommittee recommendation(s) shall be in writing and brought to the table for discussion.

6. The Board and Association agree that they will make good faith efforts to resolve matters presented by either party.

**Section 3. Impasse.** (*ref. Appendix J*) If no agreement has been reached on all items by the agreed ending date, either team may declare impasse on any or all unresolved items. Upon declaration of impasse, items of impasse will be exchanged and discussions will be extended for seven (7) calendar days. At the conclusion of the impasse period, items of impasse, if any, will again be exchanged. Each team will, within ten (10) school days of the closing of impasse, have a meeting to consider items of impasse. Prior to the impasse hearing, either party at their expense may hire the services of an outside advisor. Advisement shall be restricted to the specific issues remaining unresolved. At the impasse hearing, each team shall present their position. In addition, either or both outside advisors shall present possible solutions for resolution. The Board of Education shall act as arbiters and finders of fact at this meeting to make decisions on the items of impasse. The hearing officer shall be the president of the Board and shall conduct the hearing. After the hearing, the Board of Education shall make and report its decision on the item(s) of impasse in writing. The Board of Education's decision(s) will be final.

## ARTICLE 5 – DISTRICT RIGHTS AND AUTHORITY

**Section 1. District Rights and General Authority.** Nothing in this Agreement shall limit, or be construed to limit, the rights, powers, prerogatives and authority, derived from the Statutes of the State of Missouri or from other sources, which the District and its Board had prior to its adoption of this Agreement. Such rights, powers, prerogatives and authority are retained by the District and its Board and remain solely and exclusively within the rights of the District, and the exercise of such rights is not subject to the grievance or other dispute resolution procedures recognized by this Agreement

The rights and authorities of the District and its Board, referred to in this Article, are not all-inclusive, and the omission of any of the usual inherent and fundamental rights of the District, does not constitute a waiver of such rights by the District.

## ARTICLE 6 – ASSOCIATION RIGHTS

**Section 1. Recognition.** (*ref. Appendix J Article II*) The Board recognizes the Association as the exclusive representative for all regularly employed full-time certificated instructional personnel and ESP personnel exclusive of administrative staff for the purpose of negotiating salaries, fringe benefits, and working and teaching conditions.

**Section 2. Decertification.** The Board will continue to recognize the Association as the exclusive representative for employees until such time as they: 1) no longer represent at least a majority of above recognized employees and 2) a majority of above recognized employees vote to decertify the Association.

**Section 3. Membership.** Employees may become a member of the Association if they choose. No present or future member of the Bargaining Unit shall be required to become a member of the Association.

**Section 4. Formation of Committees.** (ref. Policy 8042) The Association shall be notified of the formation of all district-wide committees by the committee chairperson. The President of the Association will appoint a representative(s) to serve on each committee.

**Section 5. Association Leaves.** (ref. Policy 1138.1 and Policy 1148) Employees who are officers or representatives designated by the Association may be granted leave with pay and without deduction from accumulated compensable leave by the Assistant Superintendent of Human Resource Services at the request of the Association. The Association agrees to notify the Administration no less than two weeks in advance of such leave. The Association shall reimburse the District for substitute pay for these absences. (*Explanation – Not deducted from Accumulated Compensable Leave*).

The Administration will consider proposals for leave time for the president of the Association which do not result in the District underwriting cost of the leave and which do not interrupt the instructional process.

**Section 6. Association Use of District Facilities.** (ref. Policy 7012) The Association shall be allowed to schedule meetings in District facilities, before or after school hours, subject to existing policies regarding use of facilities. The building administrator should be given twenty-four hours' notice in advance of any such meeting.

**Section 7. Association Bulletin Boards.** (ref. Policy 8035) The unit administrator will provide bulletin board space in each building for the Association. Such space will be designated with the name of the Association. The Association building representative shall have the responsibility of posting and removing materials in a timely manner.

**Section 8. Staff Mailboxes.** (ref. Policy 8031) Staff mailboxes may also be used for distribution of materials by the Association provided such materials are addressed to and distributed by the Association's group representative. Association material will be viewed as confidential information and will not be opened by the District.

**Section 9. Use of Electronic Mail.** (ref. Appendix O Section 3f) Electronic mail may also be used for distribution of information by the Association provided such information is distributed by the Association's group representative(s), complies with District policies and is identified with the name of the Association.

**Section 10. Interschool Mail Service.** (ref. Policy 8032) Interschool mail may be used for the distribution of Association materials provided such information is pre-assembled by the Association for each building and addressed to the staff representative at the destination building and follows District policy.

**Section 11. Posting of the Agreement.** Upon ratification by the Board and the Association, the District shall post the current Agreement on the District's website. The Association may place a copy of the Agreement in each library for reference purposes.

**Section 12. Posting of Policies and Procedures of the District.** (ref. Policy 1010) Annually, each full-time District employee will be provided with information on how to access District policies and procedures and unit operations and procedures or addendum. The "Policies and Procedures" will also be available if employees do not have internet access. Additionally, the District will provide enough copies of the manual for each building to place in the primary office and other designated employee areas.

After consultation with the Ferguson-Florissant NEA President, the District will provide enough "Policies and Procedures" manuals for distribution to FFNEA building representatives, FFNEA executive board members, FFNEA negotiations team, and FFNEA Employee Rights members. Typically, this would be 150 copies.

**Section 13. Calendar Committee.** The District will convene a committee to provide input for the development of the District's academic calendar. The Association President shall select Bargaining Unit Employees to serve on the committee. The parties agree that it is ultimately the responsibility of the District to develop and/or modify the academic calendar.

**Section 14. Dues Deduction.** (*ref. Policy 1112*) The District will deduct all Association dues and contributions from the pay of each Association member employee who provides the District with a written authorization for such deductions. The Association shall be responsible for providing the authorizations to the District as allowed by law.

**Section 15. Data Provision.** (*ref. Policy 8043*) In response to written or e-mail requests from the FFNEA president or designee that comply with Missouri Sunshine Laws, specific public documents (e.g., interim financial reports, insurance specifications, personnel reports and data, interim budgets, student enrollment and population data) and information concerning the educational program, financial resources of the District and such other public information as is required to permit the Association to represent the staff and to process grievances will be provided.

**Section 16. Association Survey.** Consistent with the purpose of this Agreement, the Association has the option to conduct survey(s) each year utilizing District email. The Association may share the results of the survey with the District administrative team and members of the Association.

**Section 17. Association Training.** There may be instances of Association training which needs to occur. Should this be the case, the training shall be prearranged with the Superintendent of Human Resource Services, the supervising administrator(s) and the employees to be trained.

**Section 18. New Employee Orientation.** Upon request, the District shall provide the Association the names and positions of newly hired employees. The Association shall be provided reasonable access to new employees during employee orientation.

The Association president or designee shall have an opportunity to speak at new employee orientation meetings and at any district sanctioned events on such dates, and at such locations and times, as shall be determined by the District. Such speaking shall not interfere, as determined by the District, with the District event. Prior to the event, the President of the Association shall contact the District official in charge to inquire about logistics.

## ARTICLE 7 – CONTRACTS FOR CERTIFIED STAFF

**Section 1. Professional Contracts.** (*ref. Policy 1013.1*) The provisions of the Missouri Teacher Tenure Act, Section 168.102 et. seq RSMo shall exclusively govern with respect to probationary and indefinite contracts between the District and Bargaining Unit employees.



**Section 2. Contract Notification.** (*ref. Policy 1013.1*) Probationary teachers whose contracts will not be renewed will receive written notification on or before April 15. Probationary teachers whose contracts are being renewed and all indefinite teachers shall be tendered a contract on or before May 15.

**Section 3. Release from Contract.** (*ref. Policy 1013.1*) After a contract has been signed by the Board of Education and the teacher, both parties have a legal and professional obligation to fulfill it. Any contract may be terminated at any time by mutual consent. Any request for release from a contract by a teacher shall be submitted to the superintendent or the superintendent's designee. A teacher requesting release from his/her contract must present valid reasons in writing to the Superintendent (or Superintendent's designee) giving as much advance notice as possible.

Prior to June 1, a teacher will be released from a signed contract only if a suitable replacement is available, and then only on conditions set forth in Missouri Statutes. Beginning on June 1, the Board will not release a teacher from a contract unless it is for one of the reasons listed below:

A. *Health*--Any request for a release of contract based upon 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 out of the metropolitan region, the Board may grant a release.

C. *Promotion*--If a teacher obtains an administrative position in another district, the Board may grant release.

D. *Other reasons*--Recognizing that the teacher's contract is a legal document which binds both the teacher and the Board, the Board's position shall generally be one of disapproval for request of release from a contract for reasons other than health, transfer of a spouse, or promotion. The Board will, at all times, hold the welfare of the students and the educational program paramount during all considerations and deliberations of requests for release. (*Reference Missouri Statutes §168.101 through 168.126*)

When such a release of contract would impair the efficient operation of the school system, a teacher may be asked to stay until a suitable qualified replacement is found.

Employees released from their contract after July 1 for reasons other than those listed in A – C (above) will be subject to a \$1,000 penalty.

## ARTICLE 8 – GENERAL WORKING CONDITIONS

**Section 1. Personnel File.** (*ref. Policy 1020*) The official file for all district employees will be maintained in the Human Resources office. Upon request to and in the presence of the appropriate administrative official, any employee will have the right during regular working hours to inspect his or her own personnel file, with the exception of the ratings, reports and records obtained prior to the employment of the individual, including confidential placement papers. An employee may request from his/her supervisor the removal of any derogatory information that has stated deficiencies that have been corrected or found irrelevant to present behavior or performance after one calendar year. The supervisor's decision may be appealed to the Assistant Superintendent of Human Resource Services.

Principals may keep files for each employee working under their supervision. Nothing should be in the file that has not been discussed with the employee. Employees may ask to see their file at any time. These files may contain copies of evaluations, professional growth plans, and developmental data forms from observations and unplanned, unobserved data. Notes and/or written comments should be discussed with the employee, initialed, dated and signed by the employee and supervisor, and if attached to a developmental data form both parties must sign if they are to be kept in the file. At the

end of the evaluation cycle, only the Summative Evaluation Form and the Professional Growth Plan are to be sent to the Human Resource Services office.

At the end of an administrator's tenure in a building, a staff member may request that all non-evaluative material and/or documentation contained in the employee's file be removed. If the administrator is not available, the staff member should contact the office of Human Resource Services.

**Section 2. Complaints Regarding Staff Members** (*ref. Policy 1058*) No employee shall be disciplined, arbitrarily, or capriciously. Any complaint made against an employee by any parent, student, employee, or other person which may result in disciplinary action must be called to the attention of the employee when the district receives knowledge of said complaint.

A copy of the complaint and grounds forming the basis for any complaint will be made available to the employee in writing. Any complaint which is not called to the employee's attention will not be used as a basis for disciplinary action. Complaints will not be incorporated into an employee's performance evaluation or personnel file unless the employee has been informed in writing of the complaint and has been afforded an opportunity to reply.

Any employee against whom a complaint has been filed will have the opportunity to meet with the complaining party. The principal, administrator in charge, or his/her representative shall be present during the meeting. The employee may request a colleague or a representative of the Association to be present.

If the complaining party refuses to meet, the complaint will not be included in the evaluation unless corroborating evidence substantiates the complaint. Child abuse and harassment complaints are handled under separate policies.

**Section 3. Willful Violation of Policy/Due Process.** Any employee who willfully or persistently violates Board-approved policy or who misrepresents any statement or condition in order to receive benefits allowed in this Agreement, may be disciplined up to and including termination of employment. Tenured teachers are afforded additional due process under The Teacher Tenure Act. §168.114 RSMo

**Section 4. Employee Rights.** (*ref. Policy 1058.1*) Many times administrators and staff meet to confer or discuss school-related matters. Initially an administrator may wish to talk about an issue that does not pose any threat for evaluation purposes. Nothing in this section prevents an administrator from meeting with an employee for fact-finding purposes if the meeting is not of an evaluative/disciplinary nature for the employee. The purpose of the meeting shall be communicated prior to the meeting.

If the issue is not resolved to the mutual agreement of the employee and the administrator or poses an evaluation problem, the employee may request the Employee Rights Chair or designee from outside the building to be present. The meeting shall be postponed until such time as the Employee Rights Chair or designee can be present. If the meeting cannot be rescheduled, a designee of the Employee Rights Chair will be released from his/her district assignment to serve in his/her stead. In certain instances, the Employee Rights chair and/or one or more of his/her designees may need to be released from their district assignments at the same time, but may not represent the same employee.

Should an administrator include others at a meeting with an employee (i.e., the appropriate administrator in charge, parents, other employees, etc.), the administrator shall inform the employee

prior to the meeting and an Employee Rights representative shall be present if requested by the employee. If the situation could result in an employment action, the administrator shall inform the employee prior to the meeting. The Employee Rights chairperson or designee shall be notified. The chairperson/designee shall be present if requested.

If an employee requests that a meeting be stopped and an administrator chooses to continue the meeting, the employee will sit silently until the administrator is finished without risk of being labeled insubordinate.

If an FFNEA member is requested to meet with a District level administrator in order to investigate possible wrongdoing on the part of the member, the District will provide the opportunity for the member to contact the Association President and/or the Employee Rights Chairperson. In the event that the meeting cannot be postponed until either of these people can attend, a substitute will be provided or a staff member who is available will cover classes so that the President or Employee Rights Chair (person) may be present.

Employees shall not be penalized for carrying out the written District and Building Policies and Procedures, as well as applicable laws and/or regulations.

**Section 5. Meetings with All Staff** *(for certified and other staff as required). (ref. Policy 2030)* A maximum of two all-staff meetings may be held in a calendar month and each shall not exceed approximately one hour in length. Except in the case of unusual circumstances, twenty-four hour notice for before/after school meetings or events and parent conferences will be provided so that staff, who are expected to attend, are present. Staff members who teach in more than one building will attend staff meetings at their home-based school.

**Section 6. Receiving the Fall Parent Conference Exchange Day** *(for certified staff, nurses and office professionals only). (ref. Policy 2030)* When conferences are held in the fall, teachers, nurses, and office professionals must work an additional 6 hours outside of contract hours during the week of the conferences in order to receive the exchange day. Should a staff member be unable to attend conferences on those dates, they should contact their building administrator.

**Section 7. Organizational Leadership Team (OLT) (formally BIC)**. *(ref. Policy 8044)* The building's OLT will work cooperatively with the building administrator and his/her designee in addressing operations and school climate.

At least 50% of the committee shall be elected by the staff and the remainder shall be appointed by the building administrator. The committee should represent the faculty and educational support personnel groups within the building. A chairperson shall be elected by the committee.

The OLT shall meet at least monthly throughout the school year and communicate meeting information to all staff in the manner determined by the building.

**Section 8. Student Expectations Leadership Team (SELT)**. The building's SELT will work cooperatively with the building administrative and counseling teams in addressing and improving social and behavior programs and supports for students.

The committee should represent the faculty and educational support personnel groups within the building. A chairperson shall be elected by the committee.

The SELT shall meet at least monthly throughout the school year and communicate meeting information to all staff in the manner determined by the building.

**Section 9. Staff Advisory Functions.** (*ref. Policy 8041*) In the development of rules, regulations, and arrangements for the operation of the school system, the Superintendent shall include at the planning stage whenever possible those employees who will be affected by such provisions.

The Superintendent and employee groups shall formulate channels for the intercommunication of ideas and feelings regarding the operation of the schools. The Superintendent shall weigh with care the counsel given by employees, especially that which is given by groups designated to represent the staff, and shall inform the Board of all such counsel in presenting reports of administrative action and in presenting recommendations for Board action.

**Section 10. Meetings Prior to Hiring of Building Principal.** The Superintendent and/or his/her Cabinet-level administrator designee(s) shall hold a minimum of two meetings, one with the community and another with staff prior to the start of the interview process to collect input regarding the characteristics and traits that they would like to see in the new building principal.

**Section 11. Meetings Prior to Hiring of Employee Unit Supervisors.** For non-Cabinet-level supervisory positions, the Superintendent and/or his/her Cabinet-level administrator designee(s) shall hold a meeting with staff prior to the start of the interview process to collect input regarding the characteristics and traits that they would like to see in the new supervisor.

## ARTICLE 9- CERTIFIED (NON-ADMINISTRATIVE) WORKING CONDITIONS

**Section 1. Minimum Work Day.** (*ref. Policy 2030*) Typically, certified staff shall arrive at least 15 minutes prior to the start of the instructional day and remain at least 15 minutes after the instructional day. An administrator has the flexibility to permit staff members to arrive late or to leave early.

The start and end times shall be mutually agreed upon by the Parties and approved by the Board of Education. A subcommittee shall be convened to discuss and make recommendations to the Parties prior to submission to the Board.

**Section 2. Instructional Preparation Time.** (*ref. Policy 2031*) It is the intent of the Board of Education that each elementary teacher has 55 continuous minutes of instructional preparation time a day. Instructional preparation time is calculated between the official start and close of the student school day. It does not include necessary travel time for teachers or lunchtime. Each secondary and middle school teacher will have 55 minutes of instructional preparation time a day or an average of 55 minutes (275 minutes per week) for block scheduling.

Scheduling of other activities not related to instructional preparation should be before or after the student school day whenever possible. Concerns regarding instructional preparation time shall be referred to the Organizational Leadership Team and the building administrator.

**Section 3. Duty-Free Lunch.** (*ref. Policy 2033*) All certified employees shall have a duty-free lunch period of approximately 30 minutes daily. "Duty-free" will be defined as no direct responsibility for students (e.g., passing time does not count in the 30 minutes).

Repeated intrusions into the scheduled duty-free lunch period for an employee will be considered non-compliance with policy and will be reported to the appropriate Principal and appropriate Assistant Superintendent for correction.

**Section 4. Teachers Participating in School/District Events.** (ref. Policy 2030) Teachers may be required to participate in up to 9 events per year. Additional teacher attendance at any other building level evening or weekend events beyond those mentioned above shall be voluntary. For itinerant teachers, assigned event duties will be based on the amount of time a teacher is in the building. The scheduled salary allocated to each teacher serves as compensation for these responsibilities.

**Section 5. Committee Expectations.** (ref. Policy 2030) Teachers are frequently asked to serve on building committees. Committee meetings shall be scheduled on an “as needed” basis and shall not exceed one hour in length. Participation shall be voluntary but equitable participation will be expected. A system of communication of meeting agendas and minutes should be established by each building. Representation on a committee does not require a member from every grade level or department.

**Section 6. Class Size and Equitable Disbursement of Students.** (ref. Policy 2034) The Board of Education shall maintain a favorable class size within limitations imposed by school facilities and human and material resources of the District. The Board’s objective is to strive towards class sizes at or below MSIP (Missouri School Improvement Program) desirable standards in order to improve student achievement. The Superintendent shall strive to create equitable teaching loads among all members of the professional staff.

**Section 7. Teacher Record Days.** (ref. Policy 2030) On teacher records days, no district or building meetings nor IEPs shall be scheduled except in the case of emergency. This is a day for teachers to complete grade reports and/or to prepare curricular materials for the new semester.

**Section 8. O-Week.** (ref. Policy 2012) Several days of orientation for staff take place preceding the first day of student attendance. At least fifty (50) percent of the contract time or two full days (whichever is more) shall be designated for certified staff to work in their classrooms/offices.

**Section 9. Instructional Leadership Team (ILT).** (Ref. Policy 8045) The goal of the Instructional Leadership Team (ILT) shall be to move the school to higher academic standards. The district has a Board-approved Comprehensive School Improvement Plan (CSIP) guided by the mission statement and based on the district's fundamental beliefs about teaching and learning. The District CSIP is developed through the combined efforts of Board members, staff, administrators, students, parents/guardians, community members, and the Association President or designee. The District CSIP is ongoing and evaluated on an annual basis. Goals and objectives are provided in detail to direct improvement efforts to the district for at least a five-year period.

Each school shall have a Building CSIP, which is aligned with the District CSIP. The Building CSIP consists of clearly defined goals, outcomes, and action plans to accomplish improvement efforts in the area of student learning, assessment, and high quality professional development. Spending of district, federal, and any additional funds supplied to a building to support the building CSIP for professional development or instructional resources will go before the building ILT for discussion. In the case of federal funds, a quarterly stakeholder consultation (to include ILT representatives, teachers, principals, administrators, appropriate school personnel, and parents) will occur to review data, update building

plans and discuss professional development and/or instructional resources. Spending of approved monetary resources should be identified and in compliance with district policies and procedures.

PLCs, grade level or subject area teams may choose to develop a plan to support building CSIP/SMART goals.

The Building CSIP will be developed by the ILT, which includes the district professional development committee representative, grade level or content area representatives, and administrators. At least 50% of the committee shall be elected by the faculty and the remainder shall be appointed by the building administrator. A chairperson for the Instructional Leadership Team shall be a teacher elected by the Instructional Leadership Team committee members.

The ILT shall meet at least monthly during the school year to review progress toward meeting goals of the Building CSIP. The meetings shall not be held concurrently with other building-level meetings. Agendas and minutes should be kept and communicated to the staff via e-mail in a timely manner. The committee can appoint a task force to study issues and make recommendations. Membership on these task forces should include faculty members who are not currently serving on the Instructional Leadership Team.

All faculty members are stakeholders in this process.

They may:

- Attend ILT meetings
- Speak at ILT meetings
- Add items to the agenda
- Give input to their representatives

Recommendations affecting all faculty members shall be discussed with the faculty prior to voting on implementation. Only those members who are elected or appointed may vote on recommendations. If for some reason the administration wishes to change or eliminate an ILT recommendation voted upon during the meeting, the administration shall provide a written rationale to be included in the minutes prior to disseminating to the staff.

**Section 10. Teaching on Instructional Preparation Time.** *(ref. Policy 2031.1)* Opportunities to teach on planning time for a semester or year-long class will be posted via electronic posting in the building that has the approved vacancy. These positions shall be filled on the basis of the certification required by the position and the experience and qualifications of the teacher. All candidates shall be interviewed. If all factors between candidates are equal, the teacher with the most district seniority shall be selected. The teacher assigned to this additional class will be compensated commensurate with their salary. Teachers assigned to this additional class will be responsible for their sixth responsibility as assigned.

**Section 11. Instruction/Advisement Time.** *(ref. Policy 2032)* It is the intent of the Board of Education that each teacher average between 250 and 320 minutes of instruction/advisement time during the regularly scheduled school day. Travel time between schools for teachers assigned more than one school in a day will be subtracted from available time. Whenever possible, the unit administrator will schedule common planning time by grade level with consideration of the impact on special instructional programs.

**Section 12. Classrooms without Supervision by Regular Teacher.** (ref. Policy 1041) The principal or designee shall divide students equitably between staff members. In the event a teacher gives up planning time or takes in additional students to substitute due to an emergency situation in which there is no supervision of students by the regular teacher, the assigned teacher will be paid per the following table:

# of students	
1-8	\$15/hour
9+	\$25/hour

**Section 13. Submitting Grades.** Teachers shall have the primary responsibility for reporting student grades. The submitted grades shall follow the District grading practice for their job assignment.

**Section 14. Student Behavior & Discipline.** (ref. Policy 3043) Staff members have the authority to refer students to the office for violations of the Student Expectations Code. The administrator and staff member are mutually responsible for communicating as soon as possible regarding disciplinary action per the Student Expectations Code.

All employees of the district shall share responsibility for supervising the behavior of the students and for seeing that they meet the standards of conduct which have been or may hereafter be established by the Board. When necessary, any employee of the district may engage in reasonable physical restraint of students to maintain orderly student conduct as outlined in §563.061 RSMo.

The District shall annually review and evaluate the Student Expectation Code and develop strategies for its implementation. Staff input shall be sought during this process.

All employees of the district shall annually receive instruction related to the specific contents of the district's discipline policy and any interpretations necessary to implement the provisions of the policy in the course of their duties, including but not limited to approved methods of dealing with acts of school violence, disciplining students with disabilities, and instruction in the necessity and requirements for confidentiality.

The parties understand that it is the exclusive right of the Board of Education to develop and issue student disciplinary guidelines.

**Section 15. Classroom Visitation.** (ref. Policy 8020) Parents or guardians are welcome to schedule classroom visits to be supportive of their student's education. These visits shall be scheduled in advance with the teacher and principal prior to the actual visitation. In order not to disrupt the instructional process or violate the privacy of students and for safety and security, these visits will be for observation only, not for parent conferences.

## ARTICLE 10- CERTIFIED EVALUATION

(ref. Policy 1091)

The Board of Education shall cause a comprehensive performance-based evaluation for each teacher and counselor employed by the District. Such evaluation shall be ongoing and of sufficient specificity and frequency to provide for demonstrated standards of competence and academic ability.

Signed copies of all summative evaluations shall be maintained in the teacher's or counselor's personnel file at the Office of the Board of Education. Evaluations shall also be securely stored by the District's electronic evaluation vendor - should one be used. A copy of each evaluation shall be provided to the teacher or counselor. A copy of each evaluation may also be kept in the teacher's or counselor's building level file by the evaluating administrator.

The Superintendent shall establish procedures for evaluation of the professional performance of all certified staff members:

1. To be notified and receive a copy of the criteria for evaluation at the beginning of the school year.
2. To have additional evaluations if teaching or counseling performance so indicates.
3. To use the criteria for self-analysis and in-service development.
4. To use the individual data collected for the purpose of individual evaluation and professional learning only.
5. To receive a copy of the Evaluation Procedures and the Procedure for Appeal of Evaluation at the beginning of the school year.
6. To be notified of the existence of derogatory information as soon as possible and be given time to respond and/or correct deficiencies prior to evaluation.

## ARTICLE 11- CURRICULUM

### **Development, Modification, Review and Approval of Curriculum and Practice.** *(ref. Policy 2020)*

The district acknowledges the role of the Curriculum Advisory Committee in the development, vetting, and modification of district curriculum. The procedures, as outlined in Policy 2020, shall be followed.

## ARTICLE 12 – REASSIGNMENTS AND TRANSFERS FOR CERTIFIED STAFF

**Section 1. Definition of “Teacher”.** For purposes of Article 12 agreements, “teacher” shall mean all certified teachers, counselors, librarians and all others paid under a teaching contract.

**Section 2. Teacher Voluntary Transfers.** *(ref. Policy 1016)* Teachers who are on a Professional Improvement Plan or a Formal Assistance Plan may not apply for voluntary transfer to another position or building. They may, however, be involuntarily re-assigned by the Superintendent if believed to be in the best interest of the instructional program.

For lateral moves, teachers who are not on a Professional Improvement Plan or a Formal Assistance Plan and have experience in a similar position within the past 3 years will be given preference over other applicants. The teacher is responsible for filing the normal written documents with the Human Resources office.

Moves to certified positions with either a job description and/or pay scale differing from the position which the teacher currently holds are not considered lateral moves, and therefore, the voluntary transfer process does not apply (ref. Appendix V).



A teacher may request to transfer to a vacancy for which he/she is certificated prior to the closing date stated on the posting. Requests for teacher voluntary transfers shall not be accepted or processed from July 15th to August 31st.

Teachers seeking a transfer or a reassignment to a permanent position are guaranteed an offer of an interview prior to the 1st round interview of external candidates. The interview of internal candidates can be one-on-one with the building administrator or designee. Internal candidates need not be notified of their status before interviewing external candidates.

Requests for transfer to a position in another school shall be made via electronic request to the Human Resources Office. Requests for transfer within a school shall be submitted to the building administrator via electronic request. An electronic receipt request may be made by the employee.

Requests for transfer of teachers will be promptly acknowledged. Transfers will be completed as soon as possible. Final disposition of the request will be communicated.

**Section 3. Certified Staff Reorganization.** *(ref. Policy 1016)* In the event that the District reorganizes certified positions to meet curricular or financial constraints within two years of establishing a position, teachers who are displaced shall have the opportunity to return to their original assignment or remain in the building of their current assignment. Probationary teachers may be reassigned to accommodate this return.

If the certified position is eliminated more than two years after its establishment, displaced teachers will be assigned to positions according to this policy concerning displaced teachers.

Within 24 months of June 1 after reassignment, if a position becomes available in the elementary building or secondary department and building from which a teacher has been involuntarily reassigned because of program elimination/reorganization, that teacher will be reassigned to that building upon request. Teachers so affected will be given notice of such openings so that they may express their interest in writing to the Human Resources Office.

**Section 4. Involuntary Reassignment.** *(ref. Policy 1016)* In effecting involuntary reassignment of permanent teachers due to building reorganization, decrease in enrollment, or modification of curricular offering, consideration will be given to the following prioritized criteria:

1. certification,
2. length of service in the Ferguson-Florissant School District,
3. recent experience in area of need,
4. contribution the staff member can make to the academic program in the position to be filled.

Teachers who are reassigned will be given specific reasons for their reassignment. Teachers displaced due to reasons stated above will be placed prior to probationary teachers. Other applicants will not be considered for the position until all permanent and probationary teachers have been placed.

Where possible, teachers to be involuntarily reassigned for the reasons set forth in this policy, will be notified prior to May 15 and will be surveyed in writing to determine their interest in any known vacancies. However, principals may recommend to the Human Resources Office staff selections for their buildings.

Within 24 months of June 1 after reassignment, if a position becomes available in the elementary building or secondary department and building from which a teacher has been involuntarily reassigned because of District reorganization or decrease in school enrollment or curricular offerings, that teacher will be reassigned to that building upon request. Teachers so affected will be given notice of such openings so that they may electronically express their interest in writing to the Human Resources Office. Involuntary reassignment of certificated personnel may be grieved at the third step of the grievance procedure.

Employees should not be involuntarily reassigned because of health problems or disability as long as the physical condition does not interfere with job requirements and a physician certifies that the employee is capable of performing the duties. When an employee develops a disability, the Board, at its discretion, as 9 specified in the Americans with Disabilities Act may approve placement of the employee in an open position where the duties required are compatible with the teacher's physical ability, classification, and qualifications.

**Section 5. School Closing and/or District Reorganization.** (ref. Policy 1016) Teachers who are to be transferred due to the closing of their school or displaced due to reorganization of the District will be surveyed to advise them of expected vacancies and to determine their interest in such vacancies. The Assistant Superintendent-Human Resources will make available to the teachers of the building(s) affected, on or by May 15, a list of vacancies which will be created by the non-renewal of temporary personnel, leaves of absence, resignations, retirements, and new positions.

Displaced teachers will make a first, second, and third choice from the list of vacancies. Selections will be made on the following prioritized criteria:

1. certification,
2. length of service in the Ferguson-Florissant School District,
3. recent experience in area of need,
4. contribution the staff member can make to the academic program in the position to be filled.

Teachers will have five days from receipt of the vacancy list to make their choices. Every effort will be made to accommodate one of three choices of each displaced teacher.

If no vacancies are available in the teacher's present assignment or if the teacher does not receive a vacant position from the May 15 pool, those teachers will be assigned to vacancies as they occur after May 15. However, such teachers, whether assigned or unassigned after May 15, will be given preference for positions posted prior to the beginning of school.

Where a displaced teacher and a voluntary transfer applicant apply for the same vacancy, the displaced teacher will be assigned to the position. In all cases where a displaced teacher has taught in the department in which the vacancy exists within the past three years, the displaced teacher will have priority over all new hires. Displaced teachers who have taught in the elementary schools within the past three years will have priority for vacant elementary teaching positions over all new applicants for elementary teaching positions. This policy does not grant affected teachers immunity from the provisions of Section Six of this Article (Reduction in Force – Policy 1163) or non-renewal should circumstances warrant such action.

**Section 6. Reduction in Force- Permanent Teachers.** (ref. Policy 1163) Under ordinary circumstances, attrition shall handle all layoffs. However, the Board of Education may place a permanent teacher on unrequested leave of absence without pay when the Board determines that such action is necessary because of a decrease in pupil enrollment, District reorganization, or the financial

condition of the Ferguson-Florissant School District. In placing a teacher on leave, the Board will be governed by the provisions of the teacher tenure law, 168.124 RSMo. (2016), as amended.

**Section 7. Reduction in Force- Probationary Teachers.** (ref. Policy 1163) The Superintendent may recommend that the contract of a probationary teacher not be renewed. In a school year in which probationary teachers are non-renewed because of financial exigency, decreased enrollment, or District reorganization, the probationary teacher(s) so affected will receive a letter stating the same. The Superintendent will recommend that such non-renewed teacher(s) be given priority for vacant positions during the following school year. Such priority shall include:

1. Non-renewed teachers will be hired over new hires for a position in his/her former discipline
2. If two or more non-renewed teachers have equal qualifications for a position in their former discipline, the most senior teacher shall receive the position.

Such probationary teachers will be advised of their priority status and will be advised of vacancies within their teaching area.

## ARTICLE 13- EDUCATIONAL SUPPORT PERSONNEL WORKING CONDITIONS

**Section 1. Job Descriptions.** (ref. Policy 101.1) A job description will be provided for each employee. The District reserves the right to change job descriptions as needed. When major changes are made in the job description, the employee will receive a copy of the new description prior to the implementation of the new duties. Upon an employee's request, the job description will be reviewed annually with the employee and the supervisor. If the duties have increased significantly in time and/or responsibility, the supervisor or employee may request consideration for job reclassification. If the request for reclassification has been approved by the supervisor or unit administrator and denied by the Assistant Superintendent of Human Resource Services, the employee may request a review by the Reclassification Appeals Committee.

**Section 2. Sixty-Day Probationary Period.** (ref. Policy 107) The District will assist new employees in becoming oriented to the District through an advisory program, a mentor and direct observation of the employee's work and provide written summaries of those observations together with any recommendations the administrators may have for the employee. The mentor program shall not incur any additional cost to the District. Probationary employees shall be so observed for sixty calendar days. After sixty days, an evaluation shall be made in accordance with evaluation procedures. The District must determine the status of continuing employment on the sixty-day evaluation. The District reserves the right to terminate the employment of probationary employees at any time during their probationary period.

After the sixty-day probationary period, the District shall continue to employ all employees unless there is just cause, as determined by due process, to terminate an employee. The District reserves the right to reduce its work force pursuant to the reduction in force procedures.

An employee who is promoted to a new position will be provided an advisor while on the sixty-day probationary period, during which time the employee may be disqualified and returned to his/her former job classification and former rate of pay.

**Bus Driver Specific** The driver will receive a raise in pay to the mid-point between the base salary and the first step of the pay scale, after the 60-day probationary period.

**Section 3. Seniority.** (ref. Policy 108) The seniority of employees shall be established as of the first full-time employment date in the District. An employee on Board authorized limited leave of absence, with or without pay, shall continue to accrue seniority during the period of leave. Use of such leave will not interrupt seniority or years of service.

Employees who resign and are later re-employed shall accrue seniority from the most recent date of employment. Part-time employees do not accrue seniority during the period of part-time employment, but shall retain any accrued seniority during any period of full-time employment, if any, provided there has been no interruption in continuous employment. However, in the event of a Reduction in Force, part-time employees will be reduced based on length of service in the District within the support area of specialization.

**Maintenance/Custodial/Security Specific.** The District, at its sole discretion, can temporarily designate an employee in charge without regard to seniority as needed.

**Transportation Specific.** All new Transportation employees will be given a hire/seniority date as of the first day of employment in the Transportation Department. If more than one employee has the same hire/seniority date, seniority will be determined by the date of application.

An assigned Transportation employee who is unable to bid on a route at the start of the school year due to a temporary delay in student enrollment may retain his/her seniority until s/he bids on an available route, provided there is no interruption in continuous employment.

**Section 4. Progressive Discipline.** (ref. Policy 112.1) The District agrees to follow a policy of progressive discipline which minimally includes:

- 1) verbal warning
- 2) written warning
- 3) suspension
- 4) discharge as a final and last resort.

Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated said action.

The District reserves the right to not follow the policy of progressive discipline in instances where, in the judgment of the District consideration of health, safety, or security of Information Systems of the employee, other employees, and/or students would dictate prompt action requiring removal of the employee from their work or for specific misconduct.

**Section 5. Temporary Upgrade for Higher Level Work.** (ref. Policy 109) It is understood that temporary upgrading may be required in order to fill a vacancy which may exist for the following reasons:

- a) A position is temporarily vacant due to resignation, transfer, or disability leave.
- b) A position is permanently vacant and is scheduled to be filled by a regular full-time employee and a short period of time is required to proceed with and complete the normal employment process.

The selection of an employee for temporary upgrading shall be made from within the division in which the vacancy occurs. Temporary upgrading pay shall be authorized when an employee is acting in a position of higher rank. The employee filling in shall receive the per diem of the employee being

replaced or a ten percent increase (whichever is less). If the assignment is eleven or more consecutive days, the upgrade pay will be retroactive to the first day.

**Office Professional Specific** If there is more than one secretary in the administrative unit in which the vacancy occurs, selection shall be made from within the unit.

**Section 6. Line of Responsibility- Principles of Operation for Educational Support Personnel.** (ref. Policy 110)

1. Each employee shall be told to whom the employee is responsible and for what the employee is responsible, and the chain of command.
2. Whenever possible, each employee shall be made responsible to only one immediate supervisor for any one responsibility.
3. Each employee shall be told to whom an appeal can be made in a case of disagreement with the immediate supervisor.
4. Each employee shall be told from whom help can be obtained in working out assignments.

**Section 7. Evaluation.** (ref. Policy 114) The Board of Education shall cause a comprehensive performance-based evaluation for each employee of the District. Such evaluation shall be ongoing and of sufficient specificity and frequency to provide for demonstrated standards of competence and ability. Employees shall not be penalized for carrying out the written district and Building Policies and Procedures. In the event that an employee is absent, supervisors shall wait until the employee returns to share a Developmental Data Form. All evaluations shall be maintained in the employee's personnel file at the Office of the Board of Education. A copy of each evaluation shall be provided to the employee and supervisor.

The Superintendent shall establish procedures for evaluation of the professional performance of all staff members:

1. To be notified and receive a copy early in the school year of the evaluation criteria to be used.
2. To have additional evaluations if performance so indicates.
3. To use the criteria for self-analysis and in-service development.
4. To receive a copy of the Evaluation Procedures and the Procedure for Appeal of Evaluation at the beginning of the school year.
5. To be notified in writing of the existence of a pattern of derogatory information as soon as possible and be given time to respond and/or correct deficiencies prior to evaluation.
6. To be apprised of his/her responsibilities upon employment or reassignment.

**Section 8. Promotional Opportunities for Security Personnel.** (ref. Policy 115) A promotional system has been created to provide a fair method of movement from the entry to career level security salary schedules. A promotion will result in the placement on the next higher salary scale and a salary increase of at least 5%. See Policy 115

**Section 9. Reduction in Force.** (ref. Policy 116) Under ordinary circumstances, attrition shall handle all layoffs. However, the Board of Education may place an ESP employee on unrequested leave of absence without pay, "leave of absence," when the Board determines that such action is necessary because of a decrease in pupil enrollment, district reorganization, or the financial condition of the Ferguson-Florissant School District.

**Guidelines:**

1. The Board of Education shall determine the number of staff members to be placed on leave of absence and the field of specialization.

2. The Superintendent shall select staff members for leave of absence without pay using the following criteria:

**STEP 1** ESP employees within the support area of specialization (i.e., nurses, carpenters, painters, etc.) to be reduced will be grouped based upon full years of continuous service within the District. All employees with the same total of continuous years of service in the District will be grouped in the same experience group. (i.e., one year, two years...20 years)

**STEP 2** Reductions will be made first within the group with the least district experience.

**STEP 3** If additional reductions are necessary, the next least experienced group will be utilized.

a. Within the experience group to be reduced, employees will be ranked based upon the number of evaluation criteria marked "Improvement Needed to Meet Expectations" or "Unsatisfactory" on each employee's most recent performance evaluation. Employees will then be reduced based on the number of unsuccessful criteria, with the highest number reduced first and lowest number reduced last.

b. Ties will be broken by seniority.

3. No full-time employee shall be placed on leave of absence while temporary, probationary, or part-time employees are retained in positions in the area of specialization.

4. An employee to be recommended for a leave of absence shall be notified by the earliest possible date.

5. The leave of absence, for purposes of recall, shall continue for a period of not more than one year unless extended by the Board or upon written request of the employee.

6. An employee on leave of absence shall not receive salary or fringe benefits. That employee shall retain years of experience and any accumulated compensable leave as of the date the leave began. Upon termination of the leave and the return to performance of duties, the individual shall be paid on the basis of place on the salary schedule at the time the leave began.

7. An employee shall be reinstated to the position which he/she held prior to his/her leave of absence or to another position requiring like training and experience when one becomes available.

a. The ESP employee shall be called for interview for a position for which he/she is qualified in the reverse order of having been placed on leave.

b. Written notice of recall to an employee on leave of absence shall be delivered by hand or certified mail to the individual at the last known address. Failure to respond in an affirmative manner within ten (10) calendar days after receipt of the written notice of recall shall constitute a breach of the person's work agreement and further terminate all obligations of the parties; with respect to present and future employment of any kind.

c. Each employee while on leave of absence shall keep the Human Resources Office informed of current address and telephone number, permanent or temporary. Failure to do so shall result in loss of place on the recall list.

8. Federal guidelines will be followed for an employee who is returning from military duty.

**Section 10. Hours of Work.** (ref. Policy 121) The regular workday for all full-time employees shall be eight hours. Each non-exempt employee, except night custodians and security, shall be provided a 30-minute lunch period without pay to be scheduled approximately in the middle of the work shift. The lunch period for night custodians and security will be included with pay approximately in the middle of their scheduled eight-hour shift.

Employees shall receive two paid 15 minute breaks both of which shall be scheduled as near to the middle of each half of the workday as possible, except that employees may, with supervisory approval, combine their breaks with their lunch period.

Employees, except night custodians and security may, with supervisory approval, leave the assigned workplace during the lunch period.

All employees shall be assigned definite hours of work with designated starting and ending times.

**Maintenance /Custodial Specific** A regular, full-time employee is one who is regularly scheduled to work at least 35 hours per week. Regular part-time employees are those who are regularly scheduled and work less than 35 hours per week. Regular part-time employees who work less than 35 hours per week and casual employees shall not receive all the coverage under the fringe benefit program such as holidays, vacation, health and welfare, compensable leave, etc.

Emergency situations may arise that require work beyond normal hours. Consequently, maintenance and custodial personnel may be required to work during that time at a rate of one and one-half times the normal rate.

**Security Specific** Regular, scheduled overtime is a part of the security job expectations for security staff.

**Office Professional Specific** The District reserves the right to establish a flexible workweek during the summer.

**Nurse Specific** Nurses will work a 35-hour work week: Nurses shall arrive 15 minutes prior to the start of the instructional day and remain until 15 minutes after the instructional day. Except in cases of emergency, a school nurse will have a 30-minute lunch period daily plus a fifteen minute break period in the morning and afternoon. School Nurses work the same adopted calendar year as certified staff. This includes "O" week, staff development days, work days, non-contract days and compensation days off for parent/teacher conferences.

**Section 11. In-service.** (ref. Policy 129) All support personnel categories shall have in-service opportunities related to job function. ESP departments will conduct needs assessments and provide in-service using available resources.

Office Professional Specific: All office personnel in the District are expected to attend in-service training programs specifically provided for them. Participation in the annual workshop is mandatory. A day of compensable leave may be forfeited for non- attendance.

**Section 12. Voluntary and Involuntary Reassignment.** (ref. Policy 102/305)

A request for reassignment to another position or location shall be submitted in writing. Such requests shall be carefully evaluated regarding the applicant's qualifications, work record, and the needs of the District.

**OP Specific** The employee's assignment or reassignment to positions in the District's schools and departments shall be made by the Assistant Superintendent of Human Resource Services in the best interest of the District and with the supervisor's approval. All reassignments will be completed in a timely manner. The following shall be considered:

1. The employee's interest in reassignment expressed in writing;
2. Qualifications compared to other candidates, and

### 3. Anticipated contribution to the new assignment.

Employees recognize the District's responsibility to properly staff the schools and facilities. Therefore, requests for reassignments and/or transfers shall be honored to the extent that 1) there is a vacancy in the type of position(s) to which the employee has requested to be transferred, and 2) provided the skills and experience are equal, preference shall be given to the qualified employees already employed by the District and who have applied for the vacancy. No such request shall be denied arbitrarily or capriciously.

#### Voluntary Reassignment:

A request for reassignment to a position shall be made by a letter to the manager of office professional personnel.

In filing for a promotional vacancy or newly created position, skills and experience preference shall be given to qualified District employees who have applied for the vacancy. The District seeks to promote the most qualified individual. If all candidates are equally qualified, seniority prevails in the final selection. In cases where the promotion is denied, the employees will be notified that if they wish to discuss the decision, they may contact the Assistant Superintendent of Human Resources or a designee.

Each qualified applicant shall be interviewed by the prospective supervisor or a designee and other appropriate personnel, including the Administrator of Personnel or a designee. Interview results will be reviewed by the prospective supervisor who will make the final decision based on:

- Qualifications as posted for the position
- Review of committee recommendations
- Applicant's potential or current contribution to the unit

An employee promoted to a promotional position shall generally be placed in such position upon selection.

An announcement of available positions created by the non-renewal of temporary personnel, leave of absence, resignation, retirement or a newly created position, will be sent to all office professionals as each becomes available.

#### Involuntary Reassignment

Office professionals involuntarily transferred because of building or District reorganization or decrease in school enrollment will be informed in writing of all available vacancies. Office professionals will not be involuntarily transferred except in cases of District reorganization or with the recommendation of the immediate supervisor or for the good of the District.

The District reserves the right to make position and location assignment in the best interest of the district for all vacant or newly created positions. When an involuntary reassignment is made, the District will consider:

1. The needs of the District;
2. An employee's area of competence;
3. The employee's seniority in the District, and
4. The employee's length of service in the department.

When an involuntary reassignment is necessary, an employee's qualifications as determined by the application of Items 1 and 2 above shall be considered in determining which employee is to be transferred or reassigned. If more than one employee is qualified for the position, the employee with the lowest length of service in the department will be involuntarily transferred. If two or more employees



have the same length of service in the classification, the employee with the lowest District seniority will be transferred.

An involuntary reassignment shall be made only after consultation between the employee and the immediate supervisor at which time the employee shall be notified of the reason(s). If the policy is not followed and an employee objects to the transfer, upon request of the employee, the immediate supervisor and/or department head or designees shall meet with the employee and Association representatives and attempt to resolve the matter. If the matter is not resolved, the established grievance procedure may be followed. Said grievance shall be filed not later than five (5) working days from the meeting.

If a position becomes available in the building or department from which an office professional has been involuntarily transferred because of District reorganization or decrease in school enrollment, that office professional will be considered for the position for which he/she is qualified solely on the merits of the position pending the recommendation of the supervisor. When voluntarily and involuntarily transferred office professionals apply for the same vacancy and where both are equally qualified, the involuntarily transferred office professional will be given priority. The final decision will rest with the supervisor.

Employees should not be involuntarily reassigned because of health problems or disability as long as the physical condition does not interfere with job requirements and a physician certifies that the employee is capable of performing the duties. All efforts should be made to place an employee of long-standing in a suitable position where the duties required are compatible with the staff member's physical ability.

Involuntary reassignments of personnel may be grieved if it is felt this procedure has not been followed.

**Section 13. Assignments for Transportation.** (ref. Policy 502) Assigned Transportation Employee—An employee with a regularly scheduled assignment who receives seniority.

Unassigned Transportation Employee An employee with no regularly scheduled assignment who is not eligible for seniority unless he/she becomes an assigned transportation employee.

A driver without a regular route who is interested in an assignment will sign up for an interview. Only drivers selected through this process will be eligible for such positions.

**Section 14. Route Bidding for Transportation.** (ref. Policy 503) All drivers will participate in a seniority system for the selection of their assignments including summer work, field trips, and Saturday school. Route assignments for summer school and Saturday school will have a three (3) hour guarantee. A seniority roster will be maintained and published by the Transportation Office. Drivers may designate a proxy to select their assignments providing a transportation supervisor is notified in writing. A driver who misses the scheduled time for route bidding will be placed at the bottom of the seniority list (for selection only). A driver who fails to show up or notify a transportation supervisor on bid days will become an unassigned transportation employee.

**Section 15. Disciplinary Offenses for Transportation.** (ref. Policy 504/504.1) Refer to district policies 504 and 504.1 for state regulations and district policy regarding disciplinary offenses for transportation employees.

## ARTICLE 14 – COMPENSABLE LEAVE/LEAVE OF ABSENCE

**Section 1. Eligibility.** Full-time employees shall be entitled to various types of leave as provided in District policies 1132-1150.1. Educational Support Personnel refer to Policy 122 in the ESP Procedures Manual.

**Section 2. Accrual of Leave.** (ref. Policy 1132/1137) Personal Sick Leave (Policy 1132) and Personal Absence (Policy 1137) may jointly accrue up to a maximum of 180 days.

**Section 3. Request for Absence Verification.** (ref. Policy 1131) The Board of Education through the Human Resource Services office may require verification of the reason for any absence other than personal days and verification of fitness to return to work.

**Section 4. Impermissible or Depleted Compensable Leave.** (ref. Policy 1131) In the cases of absences that are not permissible uses of compensable leave as defined by Board policy, or that exceed the employee's available compensable leave, a deduction will be made from the pay of the individual concerned.

**Section 5. Excessive Absences.** (ref. Policy 1131) Extended absences or recurring periods of short absences that contribute to inefficient school operations will be investigated by the Board of Education through the Human Resource Services office. Upon finding that the employee's absences are excessive or unnecessary, the district may take disciplinary action against the employee up to and including dismissal.

Absences can be considered excessive or unreasonable if:

- absence is for a reason not outlined under District policy or law
- absence is for any reason other than the one given for the absence
- absence becomes disruptive to District operations
- employee fails to appropriately notify the District of an absence as soon as possible after the employee knows he/she will be absent
- employee does not provide the District complete and accurate information as requested by the Assistant Superintendent of Human Resource Services or designee
- employee does not first obtain permission to be absent from the appropriate supervisor when required by policy to do so

Failure of an employee to return to work when declared able by the attending physician shall constitute voluntary termination.

**Section 6. Board of Education Approved Types of Compensable Leave.**

Personal Sickness (ref. Policy 1132)  
Illness in Immediate Family (ref. Policy 1133)  
Paid Parental Leave (ref. Policy 1133.1)  
Bereavement (ref. Policy 1134)  
Emergency (ref. Policy 1135)  
Religious Observance (ref. Policy 1136)  
Personal Absence (ref. Policy 1137)  
Employee Delegate (ref. Policy 1138)  
Association Leave (ref. Policy 1138.1)  
Worker's Compensation (ref. Policy 1139)  
School Business (ref. Policy 1140)

**Section 7. Board of Education Approved Types of Leave of Absence.**

- Sabbatical Leave (*ref. Policy 1141*)
- Educational Leave (*ref. Policy 1142*)
- Family and Medical Leave (FMLA) (*ref. Policy 1142.1*)
- Leave for Personal Health, Family Hardship, and Child Rearing (*ref. Policy 1143.1*)
- Appearance in Court Leave (Jury Duty) (*ref. Policy 1144*)
- Military Leave (*ref. Policy 1145*)
- Military Service during the School Year Leave (*ref. Policy 1146*)
- Professional Association Leave (*ref. Policy 1148*)
- Professional Growth Leave (*ref. Policy 1149*)
- Suspension of Professional Staff Member Leave (*ref. Policy 1150*)
- Administrative Leave (*ref. Policy 1151*)

**Section 8. Return from Leave of Absence.** (*ref. Policy 1147*) Employees on leave of absence without pay for at least 60 calendar days must notify Human Resource Services Office in writing of their intent to return from said leave. Such notification shall be postmarked no later than 15 calendar days prior to the scheduled expiration of their leave, except that persons whose leaves are scheduled to expire between April 1 of the current school year and September 1 of the following school year shall have their notifications postmarked by no later than March 15 of the current school year.

The Human Resources Services Office shall inform those persons in writing at their last known address of their obligations under this policy. This notice of leave obligations shall be sent by certified mail, signed receipt requested, and postmarked no later than 30 calendar days prior to the scheduled expiration of the leave. Failure to notify the Human Resources Services Office as set forth here in of failure to accept a comparable position shall be considered a resignation.

## ARTICLE 15– GRIEVANCE PROCEDURE

**Section 1. Basic Grievances.** (*ref. Policy 1151*)

1. A grievance is defined as an allegation by an employee that written District policies, procedures, and/or agreements reached as resolutions to a prior grievance have been violated or unfairly applied.
2. The grievance procedure is provided to secure equitable solutions to problems at the lowest possible administrative level.
3. Grievance adjustments should be more concerned with what is right and less concerned with who is right. Effective adjustment of grievances requires that all parties involved conduct themselves with decorum and restraint and that commonly accepted principles of ethical professional conduct be observed at all times.
4. The grievance procedure is not intended to be a method to challenge or change the law or the policies, rules, and regulations of the Board of Education, nor will it be utilized if there are other means of review which are specifically prescribed in law or by District policy.
5. The grievance procedure is not intended to supplement, eliminate, or replace informal consultations, personal conferences, or similar administrative techniques which may be effective in resolving difficulties. Every reasonable effort should be made to settle complaints without resort to the established grievance procedure. If such efforts fail, the employee shall be informed of the employee's rights under the formal grievance procedure of the District.
6. Grievance processing shall be viewed as a positive and constructive effort which seeks to establish the facts upon which the grievance is based and come to a fair conclusion.

7. Employees shall neither be discriminated against nor shall reprisal be attempted against an employee because a grievance was filed.

## **Section 2. Grievance Procedure--Informal**

The employee and the immediate unit administrator should make every effort to informally resolve an allegation that a collective bargaining agreement or a specific, written, Board-adopted policy or procedure has been violated or misinterpreted. Likewise, in case of a difficulty involving two or more employees, the employees and/or Association representative and the immediate unit administrator should make every effort to resolve it informally.

If requested by the employee, a representative of the Association who is a member of the Ferguson-Florissant School District staff, may be present during the conference. All parties should state positions clearly with explanations of the background and reasons for the problem. The conciliatory efforts of colleagues in the teaching or administrative staff may be utilized effectively at this stage. Usually, at least one personal conference between the employee(s) and the immediate unit administrator will occur. The decision by the unit administrator must be made within two days. However, if the employee(s) find(s) it necessary, and sufficient reason exists to proceed to the next Administration level, the employee(s) must notify the immediate unit administrator in writing of such intention.

## **Section 3. Grievance Procedure—Formal**

*(ref. Policy 1152)* If a grievance affects an individual or a group, that individual or group may file a grievance. If the Association wishes to file a grievance in behalf of its members, such grievance shall be filed by the president of the Association or the president's representative. In this procedure, should the grievant be a member, the Association Grievance Chairperson shall be informed as stated below.

Release of information to all employees concerning a grievance must be approved by both parties involved. Time limits have been established within which each step of the grievance procedure must be completed. Established time limits prescribed in each step of the grievance procedure may be extended by mutual agreement of the parties involved. Special consideration of time periods will be given to grievances extending into recess periods.

While both parties may maintain files of grievances and dispositions thereof, the District shall not make any entry or file papers in the personnel file of any employee involved in a grievance except as may be required to implement the disposition of the case. After a two-year time limit, the formal records of the grievance will be destroyed.

Grievance decisions which have system-wide implication should be communicated to the total staff in an impersonal manner. If indicated by the findings, it may be necessary to initiate, revise, or clarify District policy.

### New Information

In case new information is introduced by the grievant subsequent to the completion of any step in the grievance procedure, the grievance shall be directed to the Assistant Superintendent for Human Resource Services who will assign the grievance to the step where such information would have been pertinent had it been known. The grievance shall proceed according to the procedure.

### Formal Procedure

Step I—Formal Filing of Grievance and Decision by Immediate Principal or Unit Administrator

The grievance must be filed in writing on a prescribed form (see Appendix B) with the immediate principal or unit administrator within 30 days of the alleged policy violation and a copy of the grievance forwarded to the Assistant Superintendent of Human Resource Services, whose function it is to monitor the processing of grievances. A copy of the grievance shall be forwarded to the chairperson of the Grievance Committee of the Association.

The following information shall be required:

1. Identification of the policy, procedure, or agreement that is alleged to have been violated or unfairly applied.
2. A description of the general and specific grounds of the grievance.
3. A listing of the specific actions and events alleged to be unfair, discriminatory, arbitrary, or capricious. All persons involved should be named stating times, places, and events in which each person so named was involved.
4. A statement of the reasons why the specific actions identified in Section 2 above are unfair, discriminatory, arbitrary, or capricious.
5. A statement of the steps initiated by the aggrieved to resolve the problem
6. A listing of the specific actions which the aggrieved employee desires that the District take to remedy the employee's grievance.

Following the written submission of the grievance, the immediate administrator shall prepare, in writing, the solution he/she proposed, if any, for the resolution of the grievance. The filing of the formal decision shall be made within 6 days from the time the written grievance was registered by the employee, and copies of the decision shall be forwarded to the grievant, to the Assistant Superintendent for Human Resource Services, and to the chairperson of the Grievance Committee for the Association.

#### Step II—Investigation at Assistant Superintendent Level

An employee who desires further consideration may, within 16 days after Step I, request in writing that a formal investigation be conducted by the responsible Assistant Superintendent.

The request for the investigation shall be made in writing to the Assistant Superintendent of Human Resource Services who will, in turn, arrange immediately for the investigation to be conducted by the appropriate Assistant Superintendent or other administrator who has jurisdiction under the policy.

All written information available regarding the efforts undertaken previously to adjust the grievance shall be made available to the appropriate Assistant Superintendent and to the chairperson of the Association Grievance Committee. The administrator shall also be authorized to gather additional information. Within 6 days of the filing, the investigation shall be concluded and summarized in writing, and the decision, in writing, shall be made known to the grievant, the Assistant Superintendent for Human Resources, and the chairperson of the Grievance Committee.

#### Step III—Investigation at Superintendent Level

An employee who desires further consideration shall, within 6 days after receipt of the written decision of the Assistant Superintendent, appeal in writing to the Superintendent of Schools to review the decision of the Superintendent's representatives. The Superintendent shall render a written decision on the appeal within 16 days after receipt of the appeal.

If the employee is not satisfied with the decision of the Superintendent, a request for Step IV, a review by the Board of Education, may be made in writing within 11 days after the decision is rendered by the Superintendent.

#### Step IV—Review by the Board of Education

The request for review by the Board of Education shall be made in writing and the Board shall have available all records and transcripts of previous efforts to resolve the grievance. The appeal must be received by the Superintendent 8 days prior to the Board's next regularly scheduled business meeting. An appeal received by the Superintendent less than 8 days prior to the Board's regular business meeting will be heard at the next regular business meeting. The Board shall reach its decision during a regular business meeting and record the same in its official minutes.

**Section 3. Association Grievance.** (*ref. Policy 1152*) An Association grievance is one which affects two or more employees.

Prior to filing an Association grievance, the president of the Association and/or the Grievance Chair, as representatives of the employees, shall meet with the unit administrators and discuss informally the District policy which they feel has been violated or unfairly applied.

In the event the employees are not satisfied with the informal response, the Association may proceed with the grievance to the Assistant Superintendent Level (Step II) with copies of the formal grievance directed to the unit administrator involved.

The formal grievance must be filed by the Association within 16 days from the time the first informal discussion was held with the unit administrator and must contain all the information required under Step I of the grievance procedure.

## ARTICLE 16 – INSURANCE

The following insurance programs are available to staff members at District expense:

**Section 1. Hospitalization and Medical Care Protection.** (*ref. Policy 1121*) Each full-time staff member shall be eligible for participation in a group insurance plan providing hospitalization, medical-surgical, and major medical coverage. An annual gynecological exam and Pap test for all female employees will be provided under this coverage. The carrier for this health insurance will be selected periodically by the Board on a bid basis. Premiums shall be paid by the District. A staff member also may elect to have a monthly payroll deduction made for an amount in addition to the individual premium paid by the Board in order to provide family coverage, participate in the District's premium insurance program, or both.

**Section 2. Dental Insurance.** (*ref. Policy 1121*) All full-time staff members of the District shall be eligible for participation in a dental insurance program. Premiums shall be paid by the District. A staff member also may elect to have a monthly payroll deduction made for an amount in addition to the individual premium paid by the Board in order to provide family coverage.

**Section 3. Life Insurance.** (*ref. Policy 1121*) The Board provides a group life insurance program for all full-time staff members. The amount of the death benefit is based on actual salary rounded off at the next highest thousand of dollars with a minimum of \$5,000. Double indemnity and waiver premiums are included in the policy. Full-time staff members may purchase, at their own expense through payroll deduction, additional life insurance up to three times their annual salary at the same cost as the insurance provided by the Board. (\$500,000 maximum)

**Section 4. Worker's Compensation.** (ref. Policy 1121/1139) Each staff member is covered by Worker's Compensation Insurance and is eligible for compensation for an approved hospital, surgical, or doctor's bill resulting from an injury incurred while on the job whenever engaged in school business, either on or off school property. Any accident resulting in injury, no matter how minor, must be reported in accordance with 1139 Worker's Compensation policy.

**Section 5. Public Liability Insurance.** (ref. Policy 1121) The District carries a general liability policy which includes protection for each staff member in the normal performance of his/her assigned duties. The protection is against action by a third party who alleges that he/she sustained bodily injury or property damage because of some negligent act on the part of the staff member.

**Section 6. Unemployment Compensation.** (ref. Policy 1121) The District is covered by unemployment benefits. The Human Resources Office should be consulted to determine eligibility.

**Section 7. Long Term Disability Insurance.** (ref. Policy 1121) All full-time staff members of the District shall be eligible for participation in a group insurance plan providing for long term disability needs. The carrier for this disability insurance will be selected periodically by the Board or its agent on a bid basis. Premiums shall be paid by the district unless financial conditions are such that payment of premiums by the district becomes financial untenable. In the event that the District cannot bear the cost of premiums, employees will be given an opportunity to access individual plans and elect to have premium costs paid via monthly payroll deduction.

**Section 8. Short Term Disability Insurance.** (ref. Policy 1121) A short-term disability policy will also be made available at the employee's expense. The employee may elect to have the short term disability policy premium costs paid via monthly payroll deduction.

## ARTICLE 17 – OTHER BENEFITS

**Section 1. Uniforms.** (ref. Policy 201) The District, at its option, may require and furnish certain groups of employees' uniforms as a condition of continuing employment and will furnish, based on need as determined by the supervisor, up to three (3) pair of pants and five (5) shirts per year. New employees will receive three full sets. The District will designate an optional uniform for summer wear beginning the Monday following the last day of school and ending the Friday preceding Orientation Week. Specific job classifications may be excluded because of safety considerations. (Security Specific). Security Officers shall meet standards in the Department guidelines. Copies are available from the District Security Supervisor.

**Section 2. Holidays.** (ref. Policy 123) Each regular full-time ESP employee who is actively working or using compensable leave will be granted the following District paid holidays: July 4, (Nurse Specific: This is not a nurse's paid holiday because they do not work during the summer.) Labor Day, Thanksgiving Holidays, Winter Holidays, Martin Luther King Day, Presidents' Day, Spring Recess, and Memorial Day. Also refer to Policy 1137.

**Office Professional Specific** If it is necessary for school to be in session on a normally scheduled holiday, all office professionals are expected to work. Another day will be granted in exchange.

**Section 3. Vacation.** (ref. Policy 124) All regular, full-time ESP employees who have completed one year of service (July 1 to June 30) by July 1 shall receive the following vacation:

- 1-5 completed years of service by July 1 = 2 weeks
- 6-15 completed years of service by July 1 = 3 weeks
- 16 or more completed years of service by July 1 = 4 weeks

On July 1, an employee who has more than five (5) years of service but less than six (6) years of service, or more than fifteen (15) years of service but less than sixteen (16) years of service will receive a prorated share of the additional vacation allotment calculated from the anniversary date of their employment to June 30.

An employee who has worked less than one year will receive the number of vacation days earned on a prorated basis from the day of employment. An employee hired before the fourteenth (14) of the month will have that month counted.

Employees who retire or resign after serving more than twelve months with the District shall receive vacation pay on a prorated basis in accordance with months of service with the District provided, however, in the event of resignation, two weeks prior written notice of leaving the employment of the District is required. Employees may not accumulate more than two years' worth of vacation time. Employees may schedule vacation throughout the calendar year with the completion of a vacation request form and with the approval of the unit administrator. Available vacation dates and the number of employees allowed to leave at any one time may be limited based upon the needs of the department.

**Maintenance/Custodial/Security Specific** Custodial and security duties require coverage during the school year. Therefore, these employee groups shall normally work the adopted school calendar and take allotted vacation during the summer. Vacation shall not be earned while the employee is on non-paid leave of absence. An employee who is not absent for any reason from July 1 to June 30 except for Bereavement, not to exceed three days, and Worker's compensation, not to exceed two days, will receive three days additional vacation. An employee who is only absent one through five days from July 1 through June 30 will receive one additional vacation day.

An employee discharged for theft, drugs, alcohol, destruction of property, or battery will not receive prorate vacation.

**Office Professional Specific** All office professionals shall be considered 12 month employees. Any exceptions to the vacation procedure shall have approval of the immediate supervisor and/or the Assistant Superintendent Human Resource Services.

Seniority will determine the vacation dates in the event of a conflict between employees. All employees may request leave without pay.

**Nurse Specific** Nurses work the calendar of the regular school year and are off during the summer.

**Section 4. Tuition Reimbursement- Certified.** (*ref. Policy 1106.2*) The District commits to a Tuition Reimbursement Program for IPC and CPC Teachers (Teachers on Scale One through Step 10 and Scale Two through Step 10 have priority eligibility for this program). Teachers must complete District approved courses related to their teaching assignment or certification. Courses that will lead to an advanced degree in the teacher's content area will be reimbursed at a credit hour rate not to exceed the UMSL (University of Missouri - St. Louis) rate. Courses taken in a degree program leading to an advanced degree in education that is in a non-content area will be reimbursed at a rate of \$250 per credit



hour. This amount may vary based upon the number of teachers applying for the \$100,000 fund (\$25,000 first semester/\$25,000 second semester/\$50,000 summer). Any remaining funds of the \$100,000 budget at the end of the school year may be used to reimburse other teachers outside of the aforementioned designation up to three hours of credit.

Only tuition charges are eligible for the reimbursement. Employees who resign prior to the reimbursement distribution will not receive the reimbursement. Employees who receive reimbursement shall sign the contract for the following year or repay the reimbursement.

**Section 5. Course Work for Salary Credit.** (ref. Policy 127) Full-time, non-certified, non-supervisory staff members may receive extra salary compensation for taking job-related course work or study that improves skills and knowledge beyond the basic qualifications of their assignment, however, such classes must be approved by the unit administrator and Assistant Superintendent of Human Resources prior to the start of school/training. Annual compensation will be \$10 for each clock hour classroom work. The maximum annual compensation is \$500. Call the Human Resources Office to obtain the "Application for Course Work for Salary Credit for Full-Time Non-Certified Staff" form. Payments will be paid in a one-time payment.

**Section 6. Tax-Deferred Savings Plan.** All employees of the Ferguson Florissant School District are eligible to make a pre-tax elective contribution from their salary into a retirement savings plan approved by the Association and the District. To make an elective contribution to the Plan, you must submit a completed Salary Reduction Agreement to the payroll department. You may make, change, or stop such an election to contribute as often as you wish, and it will be effective on the next payroll date after it is approved or on the date indicated on the Salary Reduction Agreement, if different.

Such elective contributions are subject to applicable Internal Revenue Code limits and the terms of the Plan. The contributions must be suspended for 6 months following a distribution to you from the Plan if you take a financial hardship withdrawal.

District approved representatives for any qualified providers may visit buildings at a time convenient for employees and as approved by the building administrator.

**Section 7. Retirement System.** (ref. Policy 1122) Each full-time staff member is required by law to participate in the appropriate school retirement system of Missouri by contributing to the system the required percentage of salaries paid during that year. Membership in the system provides the staff member with survivor benefits, disability benefits, and retirement benefits in accordance with established regulations of the system. A staff member who discontinues working with public school districts in Missouri may, after a short waiting period, request withdrawal from the Retirement System. In this case, the employee is entitled to receive all funds the employee contributed by salary deduction during the period of employment in Missouri. Employees required by law shall participate in the Social Security System (FICA).

**Section 8. Death Benefit.** (ref. Policy 1125) Compensation will be granted automatically to the beneficiary of a full-time employee who served in the District for 15 years or more.

Benefit:

Compensation will be granted automatically for a portion of the unused compensable leave that the employee accumulated as of the date of death.

Compensation Plan:

1. Compensation will be based on 25% of all accumulated compensable leave days.

2. The maximum number of compensable leave days for receiving compensation is 45.
3. The amount per day will be based upon the employee's daily rate of the base contract at the time of death.

**Section 9. Retirement Benefit- Compensable Leave Buy Back.** (*ref. Policy 1127*) The purpose of this Retirement Benefit is to recognize retiring employees for their dedicated service to the District which has enhanced the quality of instruction.

A. Eligibility:

1. All employees who earn and accumulate compensable leave.
2. Worked for the District on a full-time status a minimum of 15 years.
3. Attained the minimum age of 50 or eligible for Missouri retirement benefits at the time of departure or relieved of duties due to disability as approved by the Missouri Retirement System.
4. Submission of a letter of resignation and approval by the Board of Education.

B. Benefit: Compensation will be granted automatically for a portion of the unused compensable leave that the employee accumulated as of the date of retirement.

C. Compensation Plan:

1. Compensation will be based on 25% of all accumulated compensable leave days.
2. In addition to the 25% certified employees may receive an additional two days of compensation for providing a letter of resignation prior to February 1, three days by January 5, or four days by December 1, under eligibility guidelines established in this policy. Teaching positions listed on the state critical list may receive an additional day for notice by November 1, two (2) days by October 1, or three (3) days by September 1. ESP employees may receive an additional two (2) days of compensation for five (5) months' notice prior to retirement or three (3) days compensation for six (6) months prior notice.
3. The amount per day will be based upon the employee's daily rate of the base contract at the time of retirement.

D. Payment Method:

1. The amount of compensation will be fully paid during the fiscal year following retirement.
2. The amount shall be deposited as a lump payment into a Health Retirement Account.
3. Non-certified, 12-month employees may receive their compensation in a lump sum payment upon departure as provided in # 2.

**Section 10. District Courtesy Card.** (*ref. Policy 1128*) At the beginning of the school year, each staff member will receive a district courtesy card which will admit the employee and one other person accompanying the employee to most District-sponsored activities without charge. Courtesy cards will be available for retired staff who may pick them up in the Communications Office each August.

## ARTICLE 18- SALARY/WAGES

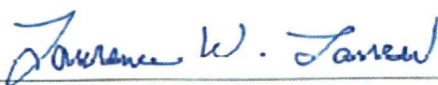
The salary schedules for the 2018-2019 school year, beginning on July 1, 2018 and ending June 30, 2019 are included with this agreement at Appendix A. The District and Association must set the salary schedules annually prior to the issuance of contracts and notices of employment.

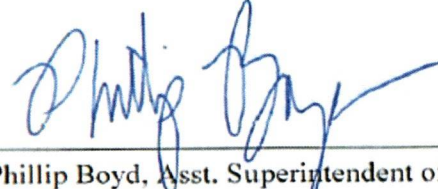
# ARTICLE 19 – TERM OF AGREEMENT AND COMPLETE AGREEMENT

Term of Agreement: This agreement shall be effective for the period of July 1, 2019 through June 30, 2021.

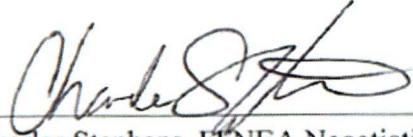
This agreement is for the term as set forth in Article 3, Section 1. In order for the district to fulfill its obligation to employees, any new agreement beyond that term must be finalized by March 1<sup>st</sup> of the final year of this agreement. Should the creation and ratification of a new contract not occur by March 1<sup>st</sup> of the final year, the Board of Education may extend the March 1<sup>st</sup> deadline to the Friday prior to the Board of Education meeting in March.

Pursuant to the above, the Board of Education of the Ferguson-Florissant 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 April 10, 2019. This agreement between the Association and the Ferguson-Florissant Board of Education shall be in effect from July 1, 2019 through June 30, 2021.

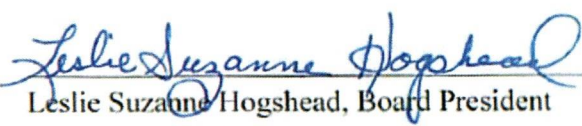
  
\_\_\_\_\_  
Lawrence W. Larrew, Deputy Superintendent of Operations  
  
7/1/19  
\_\_\_\_\_  
Date

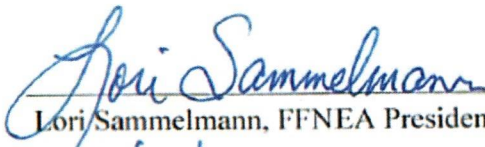
  
\_\_\_\_\_  
Phillip Boyd, Asst. Superintendent of Human Resource Services  
  
7/1/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lori Sammelmann, FFNEA Negotiations Co-chair  
  
6/22/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Charles Stephens, FFNEA Negotiations Co-chair  
  
7/1/19  
\_\_\_\_\_  
Date

The following signatures reflect that the Board of Education has voted to approve and the FFNEA has ratified this document.

  
\_\_\_\_\_  
Leslie Suzanne Hogshead, Board President  
  
6/22/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lori Sammelmann, FFNEA President  
  
6/22/19  
\_\_\_\_\_  
Date

# Ferguson-Florissant School District

## 22-23 Teacher Schedule

Scale I		Scale II		Scale III		Scale IV		Scale V		Scale VI	
B		B+15		M		M+15		M+30		Doctorate	
Step	Salary	Step	Salary	Step	Salary	Step	Salary	Step	Salary	Step	Salary
1	40,009	1	42,006	1	43,837	1	45,806	1	47,864	1	51,214
2	41,540	2	43,614	2	45,578	2	47,627	2	49,770	2	53,254
3	43,068	3	45,221	3	47,321	3	49,452	3	51,671	3	55,288
4	44,599	4	46,825	4	49,067	4	51,271	4	53,576	4	57,326
5	46,129	5	48,432	5	50,810	5	53,093	5	55,475	5	59,358
6	47,662	6	50,037	6	52,551	6	54,916	6	57,379	6	60,248
7	49,193	7	51,645	7	54,297	7	56,735	7	59,282	7	62,246
8	50,721	8	53,251	8	56,039	8	58,560	8	61,182	8	64,241
9	52,251	9	54,858	9	58,252	9	60,847	9	63,555	9	66,733
10	53,780	10	56,464	10	59,992	10	62,669	10	65,456	10	68,729
11	55,311	11	58,069	11	61,736	11	64,492	11	67,362	11	69,383
12	56,842	12	59,674	12	63,482	12	66,312	12	69,262	12	71,340
		13	61,282	13	65,223	13	68,136	13	71,164	13	73,299
				14	66,968	14	69,956	14	73,067	14	75,259
				15	68,710	15	71,780	15	74,971	15	77,220
				16	70,455	16	73,601	16	76,873	16	79,179
				17	72,196	17	75,422	17	78,774	17	81,137
				18	73,942	18	77,245	18	80,704	18	83,125
				19	75,704	19	79,089	19	82,600	19	85,078
<b>LONGEVITY: 1.75% + Base Increase</b>											

National Board Certified Teachers will receive an additional \$3,000 annually

Teachers with STEM certifications will receive an additional \$1,000 annually

Dual-Credit certified teachers will receive an additional \$1,000 annually

Math Specialist certified teachers will receive an additional \$1,000 annually

Teachers/counselors who were on BA + 40-Scale III and BA+55-Scale IV prior to July 1, 2022 will remain on those scales

\* Teachers/counselors employed prior to July 1, 2022 will be subject to the structure of the post July 1, 2022 scales

if they are moving to a different scale beginning in the 2022-23 school year

\*If courses approved prior to July 1, 2022 but not completed until after July 1, 2022,

teachers/counselors will receive the next scale after finalized submission of completed coursework per policy 1106 Change of Status

**FERGUSON-FLORISSANT SCHOOL DISTRICT  
22-23 Office Professional Schedule**

Step	Scale I	Scale II	Scale III	Step
1	31,198	34,600	36,871	1
2	32,183	35,728	38,094	2
3	33,172	36,858	39,316	3
4	34,159	37,982	40,538	4
5	35,146	39,111	41,759	5
6	36,133	40,239	42,981	6
7	37,121	41,365	44,206	7
8	38,108	42,494	45,427	8
9	39,460	43,985	47,012	9
10	40,445	45,110	48,237	10
11	41,432	46,239	49,458	11
12	42,421	47,368	50,680	12
13	43,408	48,493	51,903	13
14	44,394	49,621	53,126	14
15	45,380	50,749	54,348	15
16	46,369	51,878	55,572	16
<b>LONGEVITY: 1.75% + Base Increase</b>				

\* All salaries increased by \$3.54 to bring Scale I, Step 1 to \$15

**FERGUSON FLORISSANT SCHOOL DISTRICT  
NURSES SALARY SCHEDULE  
FY 2022-2023**

Step	Scale I LPN	Step	Scale I RN	Step	Scale I RN + BS	Step	Scale II RN + MA
1	27,115	1	36,215	1	40,009	1	43,837
2	28,026	2	37,415	2	41,540	2	45,578
3	28,934	3	38,613	3	43,068	3	47,321
4	29,844	4	39,813	4	44,599	4	49,067
5	30,753	5	41,011	5	46,129	5	50,810
6	31,662	6	42,211	6	47,662	6	52,551
7	32,573	7	43,409	7	49,193	7	54,297
8	33,482	8	44,608	8	50,721	8	56,039
9	34,747	9	46,164	9	52,251	9	58,252
10	35,656	10	47,360	10	53,780	10	59,992
11	36,567	11	48,561	11	55,311	11	61,736
12	37,477	12	49,760	12	56,842	12	63,482
13	38,386	13	50,957			13	65,223
14	39,295	14	52,157			14	66,968
15	40,205					15	68,710
						16	70,455
						17	72,196
						18	73,942
						19	75,704

**LONGEVITY: 1.75% + Base Increase**

**FERGUSON-FLORISSANT SCHOOL DISTRICT**  
**FY 23 Custodial/Maintenance/Mechanics Salary Schedule**

Step	LEVEL 6 GM	LEVEL 7 TS	LEVEL 8 GS (New)	LEVEL 9 GS (New)
1	31,210	34,083	37,491	51,723
2	32,325	37,210	40,931	54,310
3	34,895	38,636	42,500	56,754
4	36,067	40,060	44,066	59,138
5	37,236	41,482	45,630	61,503
6	38,410	42,907	47,198	63,840
7	39,581	45,661	50,227	66,075
8	41,843	47,129	51,842	68,255
9	43,413	49,322	54,254	70,473
10	44,620	50,844	55,928	72,714
11	45,827	51,935	57,129	74,479
12	47,030	53,399	58,739	76,204
13	48,236	54,864	60,350	78,250
14	49,444	56,335	61,969	81,200
15	50,649	57,796	63,576	81,896
16	51,856	59,267	65,194	83,500
17	53,062	60,730	66,803	85,300
18	54,269	62,198	68,418	86,647
LONGEVITY: 1.75% + Base Increase				

- Level 1                      Level 6
- Elementary Night Painter
- High School Day General Maintenance
- Night Custodian Grounds
- Middle School Da Warehouse
- Night Custodian General Delivery/Food Service Driver
- Administration C: Safety Specialist
- Copy Center Operator
- Level 2                      Small Engine
- Elementary Day C Pressman
- Day and Night Ro Little Creek Caretaker
- High School Day and Night Rover
- Middle School Da Level 7
- Administration C: AV Technician
- Night Rover                      Carpenter
- Electrician
- Level 3                      Plumber
- Middle School He Locksmith
- Administration C: Mechanic - Utility
- Mechanic - Entry Level
  
- Level 4                      Level 8
- High School Head Lead AV Technical
- Middle School He Lead Electrician
- Administration C: Lead Plumber
- Journeyman/ Mechanic
  
- Level 5
- High School Head Level 9
- Asst. Custodial Supervisor
- Custodial Supervisor
- MEP Supervisor
- Maintenance Supervisor
- Assistant Transportation Director

Employee Groups	(S)alary (H)ourly (D)aily	21-22 Base (Starting Rate)	22-23 Base (Starting Rate)	Increase to Current Employees
<b>Pay Increase Employee Groups</b>				
<b>Other Support Employee Increases</b>				
Crossing Guards	H	\$11.15	<b>\$15.00</b>	\$3.85
Parttime Security Guards	H	\$11.15	<b>\$15.00</b>	\$3.85
Restorative Room Specialist	S	\$25,000.00	<b>\$40,009.00</b>	3.83%
<b>Substitute Support Employee Increases</b>				
Substitute Cafeteria Worker	H	\$10.30	<b>\$15.00</b>	\$3.00
Substitute Custodian	H	\$11.12	<b>\$15.00</b>	\$3.55
Substitute Office Professional	H	\$10.48	<b>\$15.00</b>	\$3.54
Substitute Office Professional Experienced	H	\$11.41	<b>\$16.00</b>	\$3.54
The starting pay rate for the above employee groups will be increased by the teacher base percentage of				<b>0.00%</b>
<b>Aide Employee Increases</b>				
Building Instructional Aide	H	\$12.34	<b>\$15.00</b>	\$2.66
Grade Level Aide	H	\$14.91	<b>\$15.00</b>	\$2.66
Early Childhood Education Aide	H	\$14.91	<b>\$15.00</b>	\$2.66
Early Childhood Special Education Instructional Aide	H	\$16.73	<b>\$19.00</b>	\$2.66
<b>Substitute Employee Groups</b>				
<b>Substitute Employees</b>				
Substitute Nurse	D	\$102.00	<b>\$102.00</b>	0.00%
Substitute Nurse LPN	H	\$14.00	<b>\$17.00</b>	0.00%
<b>Substitute Teacher</b>				
1 to 10 days	D	\$102.00	<b>\$102.00</b>	0.00%
11 to 40 days (Retroactive to day one)	D	\$122.00	<b>\$122.00</b>	0.00%
Greater than 41 days (Retroactive to day one)	D	\$147.00	<b>\$147.00</b>	0.00%
<b>Substitute Retired Certified Teacher and Retired Nurses</b>				
1 to 10 days	D	\$110.00	<b>\$110.00</b>	0.00%
11 to 40 days (Retroactive to day one)	D	\$142.00	<b>\$142.00</b>	0.00%
Greater than 41 days (Retroactive to day one)	D	\$167.00	<b>\$167.00</b>	0.00%
<b>Substitute Administrator</b>				
High School Principal Substitute (218 Days)	D	\$519.62	<b>\$519.62</b>	0.00%
Middle School Principal Substitute (218 Days)	D	\$501.70	<b>\$501.70</b>	0.00%
Elementary School Principal Substitute (208 Days)	D	\$469.48	<b>\$469.48</b>	0.00%
Assistant High School Principal Substitute (218 Days)	D	\$430.03	<b>\$430.03</b>	0.00%
Assistant Middle School Principal Substitute (208 Days)	D	\$401.36	<b>\$401.36</b>	0.00%
Assistant Elementary School Principial Substitute (218 Days)	D	\$375.59	<b>\$375.59</b>	0.00%



**FERGUSON-FLORISSANT SCHOOL DISTRICT  
TECHNOLOGY SERVICES SALARY SCHEDULE  
FY 2022-2023**

<b>Step</b>	<b>Level 1</b>	<b>Level 1-Lead</b>	<b>Level 2</b>
	\$34,082	\$37,490	\$54,396
1	\$34,082	\$37,490	\$54,396
2	\$35,786	\$39,365	\$56,735
3	\$37,748	\$41,522	\$59,549
4	\$39,187	\$43,055	\$61,955
5	\$41,443	\$45,586	\$64,483
6	\$42,972	\$47,269	\$67,937
7	\$44,477	\$48,923	\$70,566
8	\$47,253	\$51,979	\$72,819
9	\$48,749	\$53,624	\$75,208
10	\$50,244	\$55,264	\$77,390
11	\$51,770	\$56,942	\$79,613
12	\$54,023	\$59,425	\$81,906
13	\$55,523	\$60,635	\$84,265
14	\$56,617	\$62,279	\$86,700
15	\$58,125	\$63,939	\$88,764
16	\$59,622	\$65,584	
17	\$61,132	\$67,244	
18	\$62,640	\$68,904	
<b>Longevity: 1.75% + Base Increase</b>			

**Level 1 - Hardware Technicians, Network/PC Specialist, Technology Assistants, Technology Specialists**  
**Level 1-Lead - Lead Technology Specialist, Lead Network Technician**  
**Level 2 - Network Specialist, Network Manager, Technology Support Manager, Web Developer/Programer, Webmaster, Programmer Analyst**

**SECURITY SALARY SCHEDULE  
FY 2022-2023**

<b>Step</b>	<b>Security Officer</b>	<b>Step</b>	<b>Security Supervisor Level 2</b>
1	16.23	1	24.86
2	17.02	2	26.07
3	17.44	3	26.72
4	17.90	4	27.40
5	18.31	5	28.74
6	18.74	6	29.94
7	19.46	7	31.14
8	20.17	8	32.33
9	20.85	9	33.20
10	21.47	10	34.45
11	21.99	11	34.47
12	22.37	12	37.59

Ferguson Florissant School District 2022-2023

Transportation Schedule

REGULAR SCALE	
STEP	FY 23 SALARY
1	16.42
2	17.19
3	17.39
4	17.58
5	18.49
6	19.14
7	19.89
8	20.47
9	20.66
10	21.10
11	21.83
12	21.89
13	22.01
14	22.06
15	22.16
16	22.22
17	22.28
18	22.32
19	22.42
20	22.65
21	22.85
22	22.97
23	23.07
24	23.09
25	22.11
Longevity 1.75	

Field Trip and Activity Rate	Regular Rate
Entry Monitor	16.20
Monitors	16.61
Monitors (+.17)	16.81

## Appendix B

### FERGUSON-FLORISSANT EMPLOYEE GRIEVANCE FORM

<b>Grievant's Information</b>
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Name: \_\_\_\_\_

Work Location: \_\_\_\_\_ Position: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Work Telephone Number: \_\_\_\_\_ Mobile Phone Number: \_\_\_\_\_

<b>Grievance</b>
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Date of Occurrence:

Date Filed:

- Individual Grievance
- Association Grievance

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4. Collective Bargaining Agreement and/or Policy involved:

5. In what way were the policy provisions violated or unfairly applied? Provide as many facts as possible. Use full names, dates, exact locations and specific occurrences, if appropriate. (Use additional sheets if necessary.):

6. Prior Actions Taken:

7. Corrective Action Sought by Grievant:

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8. Levels of Discussion

	<b>Date Received</b>	<b>Date of Response</b>	<b>Name of Person Presented to</b>	<b>Result (Explain in Section 9)</b>
<b>Informal</b>				<input type="radio"/> Resolved <input type="radio"/> Unresolved <input type="radio"/> Other
<b>Principal/ Supervisor</b>				<input type="radio"/> Resolved <input type="radio"/> Unresolved <input type="radio"/> Other
<b>Asst. Superintendent/ Director</b>				<input type="radio"/> Resolved <input type="radio"/> Unresolved <input type="radio"/> Other
<b>Superintendent</b>				<input type="radio"/> Resolved <input type="radio"/> Unresolved <input type="radio"/> Other
<b>Board of Education</b>				

9. Administrative Response

10. Administrator Signature: \_\_\_\_\_

Date: \_\_\_\_\_

11. Acknowledgement of Receipt by Grievant \_\_\_\_\_

Date: \_\_\_\_\_