

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE(S)</u>
ARTICLE 1	MUTUAL RECOGNITION AND EFFECTS OF THE AGREEMENT	1
ARTICLE 2	PUBLICATION OF THE AGREEMENT	2
ARTICLE 3	MANAGEMENT RIGHTS	3
ARTICLE 4	RELEASED TIME FOR ASSOCIATION OFFICERS	3
ARTICLE 5	RELEASED TIME FOR THE PARKWAY NEA PRESIDENT	3
ARTICLE 6	PROFESSIONALISM	4
ARTICLE 7	SALARY/ASSOCIATION DUES DEDUCTIONS	4
ARTICLE 8	ASSIGNMENT	5
ARTICLE 9	EARLY RETIREMENT BENEFIT	6
ARTICLE 10	EVALUATION	7
ARTICLE 11	PERSONNEL FILES	11
ARTICLE 12	REDUCTION-IN-FORCE	12
ARTICLE 13	RELEASE OF CONTRACT	14
ARTICLE 14	TRANSFERS	15
ARTICLE 15	SICK LEAVE	18
ARTICLE 16	PERSONAL LEAVE	20
ARTICLE 17	UNPAID EXTENDED LEAVE Adoption Care for Sick Family Member Child Rearing Foster Care Placement Leave for Other Reasons Possible Limitations Concerning Return from Extended Leave	20

		<u>PAGE(S)</u>
ARTICLE 18	VARIOUS SPECIAL LEAVES Bereavement Leave Jury/Witness Leave Professional Leave Sabbatical Leave	23
ARTICLE 19	ABSENCE FOR PROFESSIONAL DEVELOPMENT	27
ARTICLE 20	ACADEMIC FREEDOM THROUGH INTELLECTUAL DISCOURSE	27
ARTICLE 21	COMPLAINTS DIRECTED TOWARD EMPLOYEES	28
ARTICLE 22	GRIEVANCE PROCEDURE	29
ARTICLE 23	PUPIL DISCIPLINE	35
ARTICLE 24	CHANGE PROCESS	36
ARTICLE 25	PROFESSIONAL DEVELOPMENT	37
ARTICLE 26	TEACHING FACILITIES AND ENVIRONMENT	38
ARTICLE 27	CLASS LOAD AND PLAN TIME	38
ARTICLE 28	CLASS SIZE AND COMPOSITION	40
ARTICLE 29	DUTY FREE LUNCH	40
ARTICLE 30	PERSONAL PROPERTY AND IDENTITY SECURITY	41
ARTICLE 31	SCHOOL CALENDAR	41
ARTICLE 32	SCHOOL HOURS	41
ARTICLE 33	SUBSTITUTE TEACHERS	42
ARTICLE 34	TRAVELING TEACHERS	43
ARTICLE 35	EMPLOYEE INSURANCE	43
ARTICLE 36	EXTRA PAY FOR EXTRA DUTY	45

		<u>PAGE(S)</u>
ARTICLE 37	SUMMER SCHOOL EMPLOYMENT	46
ARTICLE 38	SALARY SCHEDULE OPERATIONAL PLAN	46
ARTICLE 39	2011-2014 SALARY SCHEDULES	51

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

ARTICLE 1

**MUTUAL RECOGNITION AND EFFECTS OF
THE AGREEMENT**

This Agreement is entered into between the Board of Education of the Parkway School District of St. Louis County, Missouri, hereinafter referenced as the Board/and or District and the Parkway National Education Association, an affiliate of the Missouri National Education Association, hereinafter referenced as the Association and/or Parkway NEA. Upon approval by the Board and the Association, the parties agree to be bound by the terms and conditions set forth below.

The Board recognizes the Association as the exclusive bargaining representative of all certificated teaching and other professional personnel in the bargaining unit represented by the Association. The bargaining unit shall comprise all certificated full-time and part-time professional personnel, including teachers, counselors, social workers, librarians, instructional support personnel, teacher assistants, reading specialists, instructional coaches, and other professional personnel holding a Baccalaureate degree or higher, licensed by the State of Missouri and/or other licensing agency authorized by law, to provide instructional or related support services to students in a school or other instructional support facility in the Parkway School District.

The Board and the Association agree that the best interest of the Parkway School District shall be served by establishing a Negotiations Process based on mutual respect and consideration, as we strive to reach agreement on matters of mutual concern. The parties agree to negotiate in good faith for the purpose of reaching a mutually acceptable agreement on matters related to salaries, hours, benefits, terms and conditions of employment and other matters of mutual concern affecting the work environment. To this end the parties agree to direct their designated representatives to meet at mutually agreed times and places in order to negotiate towards a successor agreement.

The Agreement between the Parkway Board of Education and the Parkway National Education Association as agreed between representatives of the parties, upon acceptance by the Board of Education and the Parkway NEA, will be effective July 1, 2011, through June 30, 2014. The Agreement, as ratified by the Board and the Association, shall be effective and binding upon the parties for its duration as agreed therein. Neither party may take any action that would not be consistent with the agreed terms and conditions of the Agreement, nor shall take any action that would unilaterally affect any terms and conditions of this agreement.

The Board and the Association believe that continuing a collaborative effort in the negotiations process is in the best interest of both parties. In addition, both parties will continue to foster a collaborative relationship.

Once a year, the Board and the Association will conduct a Communications Lab, attended by representatives of the Administration, the Association, and the Board of

1 Education, to openly exchange information and points of view concerning priorities and
2 ongoing activities of the District.

3
4 A Negotiations Steering Committee, comprising the President and Vice President of the
5 Board of Education, the Superintendent of Schools, the Director of Human Resources,
6 Chief Financial Officer, the Parkway NEA President and Vice-President, the (UniServ)
7 Executive Director, and the Chairperson of the Association Negotiations Team, shall
8 meet prior to the expiration of the current Agreement to establish Communications Lab
9 and negotiations schedules as may be agreed between the parties.

10
11 The parties agree to initiate the negotiations process beginning not later than ninety (90)
12 days prior to the 1st day of March of the year in which the current Agreement is to expire.
13 On or by April 1st of the expiration year, if no agreement has been reached on issues
14 subject to negotiations, either party may declare an impasse by serving written notice of
15 said impasse on unresolved issues to the other party. Each party shall be responsible for
16 providing a list of resolved and unresolved issues. Within five days of such notice the
17 parties agree to convene the Negotiations Steering Committee. It shall be the
18 responsibility of the Steering Committee to facilitate the negotiations process.

19
20 When agreement is tentatively reached, it shall be signed by each party's representative
21 team and submitted to the Association for ratification. Upon ratification, and approval by
22 the Board of Education, the parties will execute a written Contract signed by the
23 President and Secretary of the Board of Education and the President of Parkway NEA.

24
25 The Superintendent of Schools, Director of Human Resources, Chief Financial Officer,
26 Parkway NEA President and Vice President, with the (UniServ) Executive Director, will
27 work collaboratively with the Board of Education to facilitate the implementation of the
28 Agreement.

29
30
31 **ARTICLE 2**

32
33 **PUBLICATION OF THE AGREEMENT**

34
35 Those articles which have been agreed to or reaffirmed and which have been approved
36 and adopted by the Board as policy or as administrative procedure will become part of
37 the Agreement between the Parkway School District Board of Education and the Parkway
38 National Education Association. Upon acceptance by both parties, the document will be
39 sent electronically by Human Resources to all teachers with an option to receive a paper
40 copy with an additional one or two paper copies placed in the school in designated areas.
41 Future agreements will be sent electronically only, with the exception of each
42 Association Representative receiving a paper copy with one or two paper copies placed in
43 the school in designated areas.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

ARTICLE 3

MANAGEMENT RIGHTS

Except as expressly limited by this Agreement, the parties agree that the District shall have the right to manage all district operations and to direct its workforce in accordance with the discretion of the Board of Education and/or as provided by law.

The parties agree that the terms and conditions of employment set forth in this Agreement shall be maintained in full force and effect during its term and may be modified only by mutual written agreement between the parties, and neither party shall take any unilateral action contrary to the terms of this agreement.

ARTICLE 4

RELEASED TIME FOR ASSOCIATION OFFICERS

A. Meetings and Travel

Based on the ratio of one delegate to each fifty (50) members, or major fraction thereof, the Association will be granted a maximum of three (3) release days for each duly authorized delegate. The local Association will specify in writing to the Superintendent the number of duly authorized representatives. Each delegate will receive a maximum of three (3) days to attend two state association meetings. If all allotted days are not used for the above reason, the PNEA President may apply to the Superintendent to use these days for other Association related business, stating the reason for their use. Request for the use of these days will be made to the Superintendent for approval five (5) days in advance except in case of extenuating circumstances. Such released time will not be used for lobbying purposes, except for mutually beneficial legislation, or for impasse activities.

B. State or National Office

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

ARTICLE 5

RELEASED TIME FOR THE PARKWAY NEA PRESIDENT

Upon request, the President of the Association will be released from all normal teaching or other District assigned duties during his/her term of office. This released time could be a lesser amount if mutually agreeable to all parties. The President and supervising administrator will cooperate to develop a mutually satisfactory arrangement in implementing this release time. At the end of the term of office, the President has the right to resume full-time teaching in the same assignment, or equivalent position. If he/she would be eligible for such advancement if serving in the classroom, during the

1 term(s) of office, the President will advance one (1) step annually on the salary schedule.
2 The Association will notify the Human Resources Office of the released time desired on
3 or before the close of the preceding school term.
4

5 The Association will reimburse the District quarterly, based on the current Parkway
6 average teacher replacement salary, plus benefit costs, for the life of the Agreement.
7

8
9 **ARTICLE 6**

10
11 **PROFESSIONALISM**
12

13 The Board of Education and the Parkway NEA will collaborate to create a respectful
14 professional learning community in which each member's voice is valued and honored.
15

16 Members of a respectful professional community agree that teachers should project a
17 professional image in dress, language, and conduct. During the school day and at school-
18 related activities, teachers should model professional conduct that sets an example for
19 students. Schools have flexibility in deciding appropriate clothing to celebrate special
20 days. Personal use of electronic communication devices should not occur in the presence
21 of students during the school day unless it is an emergency.
22

23
24 **ARTICLE 7**

25
26 **SALARY/ASSOCIATION DUES DEDUCTIONS**
27

28 **A. Permitted Deductions**
29

30 The Board of Education authorized the Administration to provide salary
31 deductions as requested by its employees. Such deductions include, and are
32 limited to:
33

- 34 Public School Retirement System (PSRS)
- 35 Non-Teacher Public School and Education Employee Retirement
- 36 System (PEERS)
- 37 Federal and State Withholding Tax
- 38 FICA (Social Security)
- 39 Group Insurance
- 40 Dependent Insurance (Medical, Dental, Vision)
- 41 Tax Sheltered Annuities
- 42 United Way
- 43 United States Savings Bonds
- 44 Vantage Credit Union
- 45 Garnishments
- 46 Employee Association Dues
- 47 Assessments and Voluntary Contributions
- 48 Other salary deductions as may be agreed between the District and
- 49 employee groups
50

1 The District will provide electronic deposit of employees' paychecks to
2 participating banking institutions elected by the employee.
3

4 **B. Guidelines for Deductions**
5

6 The following guidelines will be applicable to teachers who desire to have
7 professional Association dues, assessments, and voluntary contributions deducted
8 from their payroll checks:
9

- 10 1. The teacher must authorize such deductions in writing on forms provided by
11 the Business Office.
12
- 13 2. Authorization for dues deduction will continue in effect from year to year
14 unless revoked, in writing, by the teacher.
15
- 16 3. Prior to August 1st of each school year, the Parkway NEA President will
17 provide the Business Office an updated listing of all applicable members and
18 the amount of their deduction for the forthcoming school year.
19
- 20 4. Dues will be evenly deducted from the 24 regular paychecks of the following
21 school year.
22
- 23 5. Late deduction requests received in the Payroll Office will be deducted
24 starting after One (1) week or the next payday, whichever is later and continue
25 for the balance of the school year.
26
- 27 6. By concurrent notice to the District and the Parkway NEA President, teachers
28 may withdraw payroll deduction authorization at any time except April 1
29 through August 15, when fees have already been encumbered for state and
30 national dues.
31
- 32 7. The Payroll Office will verify with the Parkway NEA President monthly the
33 names of any teachers who have withdrawn their dues authorization.
34
- 35 8. The Business Office will forward a check for the deducted dues within five
36 (5) working days following each pay period to the Parkway NEA Treasurer,
37 and a listing of the names for each deduction to the Parkway NEA President.
38
39

40 **ARTICLE 8**

41 **ASSIGNMENT**
42

- 43 **A.** Teachers accepting employment agree to accept the building assignment of the
44 Superintendent of Schools.
45
- 46 **B.** Assignments within a Building
47 Assignments within a building are made to serve the best interest of the school
48 system, taking into consideration the needs of the building and the professional
49 qualifications, seniority, and the interests of the teachers. Principals will share
50 with appropriate staff potential changes in staffing patterns. Principals will
51

1 provide teachers the opportunity to communicate, in writing their preferences
2 prior to making decisions regarding staffing and other assignments.
3

4 In the event that a teacher reassignment is necessary, the teacher will be consulted
5 and have personal dialogue with the principal. The teacher will be provided with a
6 full accounting of the reasons for the change. Notice of the change in assignment
7 will be provided to the teacher promptly following the decision. The assignment
8 of teachers to classes or grades within a building will ultimately be the
9 responsibility of the principal.

10
11 1. Notification of Assignments

12 All teachers, other than new employees, will be notified of their assignments
13 within their building for the next school year not later than the close of the
14 current school year.
15

16 2. Reassignment after the close of the school year

17 In the event that a reassignment is necessary after the close of the school year,
18 all possible efforts will be made to consult with the teacher prior to making
19 the decision in order to provide a full accounting of the reasons for the
20 change. Notice of the change in assignment will be provided to the teacher
21 promptly following the decision.
22

23
24 **ARTICLE 9**

25
26 **EARLY RETIREMENT BENEFIT**

27
28 A. Eligibility

29
30 The following early retirement benefit will be available to employees who meet
31 the following criteria:
32

- 33 1. Have at least ten (10) years of service with the District.
34 2. Have between twenty-five (25) and thirty one (31) years of credited service in
35 the Missouri Public School Retirement System.
36

37 B. Terms and Benefits

38
39 For a four (4) year period covered by the Contract for early-Retirement Services,
40 the District will continue to pay for the employee the insurance premium for
41 medical, dental, life, and vision coverage as provided for all full-time employees.
42 Eligible dependents may be covered during this period by the employee directly
43 paying the premium to the District.
44

45 C. Application Process

- 46
47 1. The employee's request to participate in the Early Retirement Program will
48 include a statement that, if the request is approved by the Board, the employee
49 will resign as a full-time employee of the District, effective at the end of the
50 current school year. This decision to retire is irrevocable, except in very
51 unusual circumstances, when accepted by the Board of Education. The

1 employee's request for early retirement must be submitted to the Department
2 of Human Resources by the end of the third week in January.

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

9
10 D. Additional Options

- 11
12 1. The District may offer additional incentives as needed to address specific
13 demographic, monetary or staffing needs. The District and the PNEA will
14 collaborate in developing the specific features of any such plan.
15 2. The Superintendent may recommend at any time that an employee who would
16 not otherwise qualify be able to enter voluntarily into a Contract for Early
17 Retirement Services.

18
19 E. Length of Program

- 20
21 1. This program will be in effect until June 30, 2013 (when the PSRS 2.55
22 multiplier is up for renewal.)
23 2. This program will be reviewed at the beginning of the 2013 calendar year by a
24 joint committee appointed by the PNEA President and the Superintendent of
25 Schools.

26
27
28 **ARTICLE 10**

29
30 **EVALUATION**

31
32 **This article is left open and will be revisited upon the conclusion of the**
33 **Project Parkway Evaluation Committee Task Force as it relates to the new**
34 **evaluation instrument and the training of all personnel in its application.**
35

36 Teacher evaluations will be based on the Parkway Professional Teacher Development
37 and Evaluation Plan (PPTDEP). The District will ensure that the Parkway Professional
38 Teacher Development and Evaluation Plan, process and procedures incorporate the
39 following fundamental rights and will establish all policies needed for their protection
40 and enforcement. The purpose of the teacher evaluation process is to mentor and promote
41 professional growth, enhance the quality of instruction, and assist the district in making
42 personnel decisions.

- 43
44 A. Parkway teachers have the right to a fair and just performance evaluation which
45 will be based on performance standards clearly defined by appropriate descriptors
46 generally known and validated by professional standards accepted by the teaching
47 profession.
48

- 1 B. Teachers, upon employment, annually and as may be necessary, will be informed
2 through in-service programs provided by the District of the criteria, methods and
3 procedures which are utilized by the District in evaluating teaching performance.
4
- 5 C. Teachers' evaluations will be based upon expectations and criteria related to
6 classroom performance and other professional expectations related to their regular
7 hours of employment and will not be influenced by activities, circumstances and
8 events occurring outside of the teacher's workday.
9
- 10 D. Teachers will have the right to be evaluated by principals and other administrative
11 personnel who will have been appropriately trained and possess the skills
12 necessary to conduct an effective, fair and just evaluation.
13
- 14 E. Teachers will have the right to an evaluation based on data and information
15 inherently related to the established performance standards and criteria which are
16 quantitatively and qualitatively sufficient for the evaluator to reach a well-
17 founded conclusion regarding the performance of each teacher within the length
18 of time specified in the Parkway Professional Teacher Development and
19 Evaluation Plan.
20
- 21 F. Teachers will have the right to receive written periodic performance review
22 reports and to confer with the evaluator as needed.
23
- 24 G. Teachers will have the right to timely and informative (verbal) and formal
25 (written) notice whenever the evaluator believes that the teacher's performance
26 may not meet expected standards. The Data Collection Process, including one or
27 more observation(s), must precede the Summary Report.
28
- 29 H. Teachers will have the right to assistance as may be needed and appropriate to
30 help the teacher improve his/her performance. Such assistance will be provided by
31 the District at District expense. The teacher will have the right to participate in
32 developing any Performance Improvement Plan.
33
- 34 I. Teachers will have the right to full disclosure and copies of any document which
35 in any way could be utilized as the basis for the evaluation of his/her
36 performance. Any document or concern not shared with the teacher may not be
37 utilized in the data collection process or summary report judgments about the
38 teacher's performance.
39
- 40 J. Teachers will have the right to be represented by the Parkway National Education
41 Association in any matter of concern to the teacher regarding his/her evaluation.
42
- 43 K. Teachers are required to teach the Board of Education approved curriculum to
44 adhere to the goals and objectives identified in district approved curriculum
45 frameworks and curriculum guides. However, teachers have the right as

1 professionals to choose instructional best practices that meet the educational
2 needs of the learner and the expectations of the district.

3
4 L. If a teacher believes the established evaluation process has not been followed, or
5 the summary report is not supported by the data collected, the teacher will have
6 the right to redress the matter through the grievance procedure.

7
8 M. A committee composed of equal numbers of teachers selected by the Parkway
9 NEA President and administrators selected by the Superintendent will be formed
10 to review the Professional Teacher Development and Evaluation Plan. The
11 Parkway teacher evaluation process shall include the following steps and
12 components:

- 13
14 1. The district will provide an annual orientation for administrators regarding
15 the district evaluation process.
- 16
17 2. Each school will provide an annual orientation for staff concerning the
18 district evaluation process and the specific criteria upon which they will be
19 evaluated.
- 20
21 3. Unless special circumstances exist, formal classroom observations and
22 evaluations will not take place until after the orientation and after ten
23 working days from the start of school.
- 24
25 4. Observations shall be of sufficient duration to provide the evaluator
26 sufficient information to reach reasoned and reasonable conclusions about
27 the teacher's teaching behavior and performance.
- 28
29 5. In cases where the performance of the teacher in any school year may be
30 in need of improvement, the principal may schedule additional
31 observations as needed. Daily observations may occur only under
32 circumstances when student safety is of concern.
- 33
34 6. Except as specified below, the observations and evaluation of teaching
35 performance shall be conducted by the principal or assistant principals.
36 Since reliable evaluators are essential to the evaluation process, evaluators
37 will be trained annually by the District in the skills of analyzing effective
38 teaching and in the procedures for implementing the district evaluation
39 system.
- 40
41 a. Administrative Interns may be involved in the Data Collection
42 Process. In cases when a Professional Improvement Plan is
43 indicated, the principal and assistant principal have primary
44 responsibility in the development of the Professional Improvement
45 Plan and shall monitor the teacher's progress during the duration of
46 the Professional Improvement Plan.

- 1 b. Mentors may be constructively involved in the improvement of
2 instruction through informal interaction with the mentee and through
3 the implementation of other improvement plans apart from the
4 District's Professional Teacher Evaluation Plan, but cannot be
5 involved in the Data Collection Component.
6
- 7 c. Department Chairpersons, designated elementary Teacher Leaders,
8 Curriculum Coordinators and/or Staff Development Coordinators
9 may be utilized in a consultative role regarding improvement of
10 classroom instruction.
11
- 12 7. When a classroom observation is made, a written copy of the report of this
13 observation shall be given and a conference with the teacher shall be held
14 within five (5) school days following the observation. Notes taken by the
15 evaluator during the classroom observation will be made available during
16 the Observation Conference. If the teacher disagrees with the observation
17 report, the teacher must submit a written answer within five (5) school
18 days which shall be attached to the file copy of the written observation
19 report in question. The signature of the teacher on material placed in the
20 file shall indicate that the teacher has read the report, but shall not
21 necessarily mean that the teacher is in agreement with its contents.
22
- 23 8. If at any time during the school year the evaluator judges a teacher's
24 performance on any of the criteria listed on the formal Summary/Report to
25 be less than meeting expectations, the evaluator will schedule a conference
26 with the teacher to discuss these concerns. Documentation in the form of
27 classroom observations or other appropriate documentation/data collection
28 will be provided. If improvement is not satisfactory, and if the evaluator
29 determines remediation is required, a Professional Improvement Plan
30 (PIP) for improving an employee's performance will be written by the
31 evaluator and the employee to identify the responsibilities of both
32 evaluator and employee for achieving improved performance.
33
- 34 9. The term of a PIP within which the teacher is expected to improve his/her
35 performance shall be agreed upon by the evaluator and the teacher and
36 shall be made a part of the PIP plan record.
37
- 38 10. Before any Summary/Report Evaluation is written in which a PIP is
39 involved, a conference will be held by the evaluator and the teacher to
40 determine whether a PIP has been accomplished. If the PIP has been
41 accomplished, the Summary/Report will show that the teacher has met
42 performance expectations in the targeted area.
43
- 44 11. The evaluation of teacher performance shall not be affected by the
45 teacher's acceptance or rejection of an extra-duty teaching position, nor on

1 participation or lack of participation in the activities of private clubs
2 including parent-teacher organizations.
3

4 12. A teacher's performance shall be considered satisfactory if the teacher a)
5 has achieved the meets expectations level in all criteria, or b) the
6 Summary/Report Evaluation contains ratings below the expected level of
7 performance, but in the opinion of the evaluator, the teacher is making
8 reasonable progress on those areas.
9

10 13. A teacher's performance shall be considered unsatisfactory where his/her
11 performance as indicated on the Summary/Report is below performance
12 expectations and in the opinion of the evaluator the teacher has failed to
13 make reasonable and satisfactory progress toward achieving the expected
14 level of performance.
15

16 14. The Summary/Report shall be completed and sent to the Human
17 Resources Department by March 1, annually for probationary teachers and
18 at least once every four years for tenured teachers. Both the teacher and
19 the principal will keep a copy of the completed report.
20

21 **ARTICLE 11**

22 **PERSONNEL FILES**

- 23
- 24
- 25
- 26 A. Each employee may review the contents of his/her building personnel file upon
27 notification of the school principal and may review the contents of the official
28 personnel file kept in the Administrative Center upon notification of the Director
29 of Human Resources. The employee may be accompanied by an Association
30 representative to review his/her file or may authorize, in writing, the
31 representative to conduct the review.
32
- 33 B. When material other than transcripts, teaching certificates, and other documents
34 required by law are placed in an employee's file, he or she will be:
35
- 36 1. Notified of all material being placed in his/her files (at the Administrative
37 Center or in the School). Any material which would adversely affect the
38 employee will be dated and signed by the employee and his/her supervisor;
39
 - 40 2. Given a copy of this material;
41
 - 42 3. Provided an opportunity to attach a written response to materials in the files.
43
- 44 C. Any material mutually determined by the District and the employee to be
45 inappropriate, inaccurate or invalid will be removed from the employee's
46 personnel file.
47

- 1 D. Upon request of the employee, any material which would adversely reflect upon
2 the employee will be removed from the employee's personnel file after five (5)
3 years (as per reference B-1) provided:
4
5 1. There are no other adverse documented incidents; and/or
6 2. The District believes said documents need not be retained due to federal or
7 state legislation and guidelines or the potential for litigation.
8
9 E. Any material held by the principal and/or District without the knowledge of the
10 employee, and/or apart from the employee's official files, may not be utilized in
11 any action which would adversely affect the employee, or in conjunction with the
12 teacher's data collection process or summary report.
13
14 F. At any meeting in which a document might be signed which could adversely
15 affect the job security interest of an employee; the administrator will advise the
16 employee of his/her right to have a PNEA representative present.
17
18

19 **ARTICLE 12**

20 **REDUCTION-IN-FORCE**

21 **A. Method of Reduction**

- 22
23
24
25 1. In the event a reduction in force is required after normal attrition and early
26 retirement incentives, reductions in the teaching staff will be made on a
27 district-wide basis by area of certification. Within each area, the professional
28 staff will be reduced in the following order:
29
30 a. Part-time probationary
31 b. Full-time probationary
32 c. Tenured
33
34 2. When reducing teaching positions, the quality of teaching performance, as
35 determined by the Parkway Professional Teacher Development and
36 Evaluation Plan, and District seniority will be utilized. For all applicable
37 purposes, the seniority of tenured teachers who elect to take a part-time
38 contract will be prorated on the basis of the ratio of part-time to full-time
39 employment.
40

41 The District may give special consideration to compelling District needs such
42 as retention of minority personnel and/or personnel holding specific
43 certifications or degrees required for critical teaching assignments. Decisions
44 on such matters will be made exclusively by the Superintendent and Director
45 of Human Resources.
46

- 47 3. Teachers will be ranked by the number of criteria marked in the performance
48 categories. Those with the highest number of marks in the first category,
49 indicating performance below expectations, will be reduced first.
50

1 If the number in the “below expectations” category is not sufficient to meet
2 the reduction need, then marks in the “needs attention” category are ranked in
3 the same manner. Teachers with all marks in categories reflecting
4 performance at or above Parkway expectations will be ranked by seniority.
5 Teachers with the same starting dates will be ranked by random draw to
6 establish single ranking positions. The starting date will be determined by the
7 first day of contracted teacher employment.
8

- 9 4. Teachers on approved leaves of absence at the time a reduction in staff takes
10 place will be considered in the decision process as if they were actively
11 teaching at the time.
12

13 B. Conditions of Reduction 14

- 15 1. Teachers who have lost positions due to staff reduction, if they desire, will
16 have priority on the substitute list, according to seniority.
17
18 2. Any tenured teacher who would have qualified for retirement during the
19 reduction year will be permitted to teach that year so as to acquire the last year
20 of needed service. A teacher will lose this privilege if he or she is the last
21 individual within his or her respective group to be reduced.
22
23 3. Leaves of Absence may be granted by the Board, upon written request, when
24 a reduction of staff is necessary in compliance with the Leave of Absence
25 policies of the District.
26
27 4. During a reduction, affected teachers will receive insurance benefits at the
28 District’s expense for a period of three (3) months, and may continue
29 coverage at their own expense if they so choose. Affected teacher may remain
30 with the District’s group insurance, at their expense, as long as they are not
31 eligible for membership in another plan, for no longer than thirty-six (36)
32 months from the date of the reduction.
33
34 5. If tenured teachers are affected by staff reduction, they will not lose status or
35 credit for previous years of service. Upon return to the District, they will
36 assume the step position on the salary schedule which they would have held in
37 the year following the reduction.
38
39 6. New teachers will not be employed by the District while there are tenured
40 teachers of the District who are laid-off unless there are not laid-off teachers
41 with proper certification and qualifications to fill any vacancy which may
42 arise.
43

44 C. Terms of Recall 45

- 46 1. Teachers affected by a reduction-in-force will be subject to recall for a
47 maximum period of three (3) years. Teachers will be recalled as vacancies
48 occur in the reverse order from which they were laid-off.
49
50 2. The District will give written notice of recall from layoff by sending a
51 registered or certified letter to said teacher at his/her last known address. It
52 will be the responsibility of each teacher to notify the District of any change in

1 address. The teacher’s address, as it appears on the District’s records, will be
2 conclusive when used in connection with layoffs, recalls, or other notices to
3 the teacher. If a teacher fails to accept notice of recall within ten (10) calendar
4 days from the date of sending the recall, unless an extension is granted in
5 writing by the District, the teacher will be considered to have voluntarily
6 terminated his/her individual employment contract and any other employment
7 relationship with the District.
8
9

10 **ARTICLE 13**

11 **RELEASE OF CONTRACT**

- 12
13
14 A. The Board of Education will approve requests from permanent (tenured) teachers
15 for release of contract provided the requests are made on or before June 1
16 preceding the effective date of the contract. If requests for release of contract are
17 submitted after June 1, the Board of Education will consider release of contract
18 for the following reasons only:
19
20 1. Health--Requests for release of contract for health reasons will include
21 certification by a physician that continued employment would have
22 detrimental effects on the health of the teacher.
23
24 2. Transfer of Spouse--When change of employment by a teacher’s spouse
25 requires the transfer of a teacher’s residence from the St. Louis area, the
26 Board of Education may grant a release conditional upon employment of a
27 duly qualified replacement. In most instances, the teacher will be required to
28 fulfill the terms of the contract until a replacement can be found.
29
30 B. Probationary teachers who have signed a contract for the following year can
31 request release from that contract but the request will be granted at the discretion
32 of the Board of Education.
33
34 C. All requests for release of contract must be made in writing and directed to the
35 Director of Human Resources. Recognizing that the teacher’s contract is a legal
36 document which binds both the teacher and the Board of Education, the Board
37 generally will not grant requests for release of contract after acceptance of a
38 contract by a probationary teacher or after the June 1 deadline for request for
39 release by a tenured teacher. At all times, the Board of Education will hold the
40 welfare of pupils paramount in considering release of contract for teachers, and
41 releases of contracts, if granted, will be only for the most urgent and compelling
42 reasons.
43
44
45
46
47
48
49
50
51
52

1 **ARTICLE 14**

2 **TRANSFERS**

3
4
5 A. Philosophy

6
7 The District embraces the philosophy that teacher transfer is an effective vehicle
8 to enhance the strength of the school system and professional growth of the
9 teaching staff.

10
11 The transfer process should enable teachers to be employed in positions that allow
12 the greatest utilization of their skills, strengths, and interests for the benefit of
13 students, school, and District. The transfer process is designed to facilitate the
14 movement of teachers in a positive and timely manner.

15
16 Preference in filling vacancies will be given to current Parkway probationary and
17 tenured teachers through the involuntary and voluntary transfer process as
18 outlined in sections B and C below.

19
20 B. Involuntary Transfers

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

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

34
35 Selection of teachers to be retained in each building will be made by the building
36 principal in conjunction with the designated Assistant Superintendent and/or
37 Instructional Coordinator. This selection will be made on the basis of the point
38 system which follows. Whenever two or more teachers with comparable
39 positions are available to appropriately meet the stated needs of the building, the
40 teacher with the lowest total number of points credited will be transferred. In
41 declaring overages, the principal will give preference to any teacher who
42 volunteers to transfer. In such instance, the teacher volunteers will be considered
43 involuntary transfers for the purpose of placement in other vacant District
44 positions.

- 45
46
47 1. TEACHING PERFORMANCE: QUALITY OF TEACHING
48 PERFORMANCE AS DETERMINED BY THE DISTRICT'S
49 PROFESSIONAL TEACHER DEVELOPMENT AND EVALUATION
50 PLAN
51

1 Counselors, librarians and teachers earn points for meeting expectations on
2 the most recent summative evaluation based on the following schedule:

3 Counselors - .590 per criterion

4
5 Librarians - .555 per criterion

6
7 Teachers - .555 per criterion

8
9 **A maximum of 10 points may be earned.

10
11 2. SENIORITY: YEARS OF CONTINUOUS TEACHING EXPERIENCE IN
12 PARKWAY (INCLUDING APPROVED LEAVES OF ABSENCE)

13
14 Teaching Experience: 1/2 point for each year of continuous teaching
15 experience in Parkway up to a maximum of 10 points.

16
17 3. EDUCATIONAL PREPARATION: AS DETERMINED BY PLACEMENT
18 ON A CHANNEL OF THE SALARY SCHEDULE

19
20 BS/BA = 1 POINT

21 BS/BA + 15 = 2 POINTS

22 MA = 4 POINTS

23 MA + 15 = 5 POINTS

24 MA + 30 = 6 POINTS

25
26 4. AREAS OF CERTIFICATION: FLEXIBILITY OF POSSIBLE TEACHING
27 ASSIGNMENTS

28
29 Each area = 1 point (maximum of 5 points)

30
31 5. HISTORY OF CO-CURRICULAR INVOLVEMENT AND OTHER
32 DISTRICT/SCHOOL INVOLVEMENT IN THE PAST 1-3 YEARS: = 0 TO
33 5 POINTS

34
35 Teachers to be reassigned will be provided notice of all anticipated vacancies
36 as close to April 1st as possible. Teachers will be notified of all additional
37 vacancies as they become available. Teachers to be reassigned will indicate
38 their preference for up to three (3) vacancies on the “Involuntary Transfer
39 Request Form” to the Human Resources Department within five (5) teaching
40 days of the announced vacancies. The Human Resources Department will
41 refer teachers to buildings, based on the teacher’s preference, for
42 consideration by the building principals.

43
44 Within ten (10) days principals will meet with those involuntary transfers who
45 have indicated interest in their schools. Teachers should not contact principals
46 directly about available positions.

47
48 The Human Resources Department will be ultimately responsible for placing
49 teachers into available vacancies. Every effort will be made to place teachers
50 subject to reassignments in those positions which most closely match their
51 experience in subject or specialty area, grade level, educational background,
52 and desire to teach that position. In placing teachers, the Human Resources

1 Department will utilize the criteria and the ranking order of the teachers,
2 based on total number of points accrued.
3

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

10 11 C. Voluntary Transfers 12

13 Throughout the school year, the District will make all vacancies, including
14 vacancies in administrative positions, known to the certified staff. The
15 announcement of vacancies will indicate certification requirements, subject areas,
16 anticipated grade levels, deadline for applying and school location. Any special
17 considerations or areas of focus important in the selection process will be noted
18 on the vacancy posting. These vacancies will be listed weekly in a Vacancy
19 Bulletin and posted on "Inside Parkway." After the end of the school year,
20 vacancies will be announced on the Human Resources Department's special
21 recorded telephone listing; the telephone number will be published for all staff
22 and teachers prior to the end of the school year. Openings will be listed as they
23 become available. The date of posting shall be clearly indicated in the vacancy
24 announcement.
25

26 Building principals or their designee(s) shall be required to post vacancies for five
27 (5) working days beginning on the date indicated in the vacancy announcement.
28 All such announcements shall be placed on bulletin boards and such other
29 prominent locations where employees have usual and continued access. Teachers
30 shall not contact principals directly, but should contact the Human Resources
31 Department for information concerning vacancies.
32

33 Within five (5) working days of the vacancy announcement, teachers must apply,
34 in writing, on the "Request for Transfer" form to the Human Resources
35 Department for posted vacancies.
36

37 Teachers who have submitted requests for transfer will be given preference for
38 available positions by:
39

- 40 1. Being interviewed by the prospective principal and other appropriate personnel
41 within five (5) working days, whenever possible and prior to formal
42 interviews of external candidates.
43
- 44 2. Participating in additional interviews or conferences as may be required.
45

46 After interviewing is completed, the administrator will:
47

- 48 1. Notify the applicant of his/her decision after the interview process is complete.
49
- 50 2. Sign the Request for Transfer Form and forward to the Human Resources
51 Department.
52

1 In addition to the areas of focus and special considerations noted on the posting,
2 principals must consider quality of teaching performance, years of continuous
3 teaching experience, educational preparation, possible teaching assignments
4 and/or areas of certification and history of co-curricular and other school/district
5 involvement for all internal and external candidates in making their selection.
6 Principals must be able to validate to the appropriate Assistant Superintendent or
7 the Director of Human Resources, the proper consideration and application of
8 these factors in regard to their recommendation of an individual who is currently
9 not employed under a regular teacher's contract in the District.

10
11 Any teacher granted a voluntary transfer for the current school year will not be
12 eligible to apply for another voluntary transfer until the following year.

13
14 The transfer process must be followed if a vacancy arising during the school year
15 is to be filled permanently.

16
17 Teaching positions available in the District must be posted for application for
18 voluntary transfer unless they arise within the last five (5) working days before
19 new teacher orientation. Teachers interested in applying for voluntary transfer
20 must notify, in writing, the Human Resources Department. Such notice of interest
21 in a vacancy which may occur (open transfer request) must include the school(s),
22 subject(s) and/or grade level(s) desired. Transfer requests will be valid only for
23 the position(s) indicated by the teacher on the request form.

24
25 Teachers who wish to be assigned to a single building, but are currently serving in
26 positions in more than one building, will be considered as voluntary transfers and
27 will be given consideration as required by the transfer process.

30 **ARTICLE 15**

31 **SICK LEAVE**

32 **A. Duration**

33
34
35 The Board of Education will grant paid sick leave to each certified employee,
36 during the fiscal year in which the illness occurs, for the following reason:

- 37 1. Illness of employee
- 38 2. Quarantining of the employee

39
40
41 Absence with pay for illness in the immediate family--spouse, domestic partner,
42 parents, brothers, sisters, children, grandchildren, grandparents, or any person
43 who is wholly dependent upon the employee--is limited to a maximum of ten (10)
44 days annually.

45 **B. Guidelines**

- 46 1. A certified employee who is absent or anticipates being absent from work due
47 to personal or family illness for more than three (3) consecutive workdays,
48 must adhere to the following guidelines within ten (10) calendar days of the
49 initial absence:
50
51
52

1 a. A medical authorization release must be signed by the employee and
2 sent to Human Resources (Medical Authorization Release Form # 333).
3

4 b. Written documentation must be received in the Human Resources
5 Department from the employee's physician including dates of absences,
6 medical reason for absences, treatment and anticipated date of return to work.
7

8 c. Upon return to work from absences due to illness of more than three (3)
9 consecutive workdays, a certified employee is required to present a
10 physician's statement.
11

12 2. The district shall track the utilization of paid sick leave provided certificated
13 employees, and in cases of frequent absences or recurring periods of short
14 absences that exceed ten (10) days and/or may be considered unreasonable or
15 excessive, the Human Resources Director has the authority to initiate an
16 investigation. When an investigation is initiated, the employee shall be
17 immediately notified and the employee shall be required to provide within ten
18 (10) calendar days the following:
19

20 a. Detailed reasons in writing for each absence and related condition
21 causing the absence;
22

23 b. A written medical statement from the attending physician(s), if
24 applicable;
25

26 c. A medical authorization release as required by the district;
27

28 d. And other information pertaining to the investigated absence(s) as the
29 District may deem appropriate.
30

31 If the employee's absences are found to be excessive and/or unreasonable, the
32 District may take disciplinary action against the employee, up to and including
33 dismissal. In such instance the district shall utilize the procedures set forth in
34 the Missouri Teacher Tenure Act in taking any adverse action against the
35 employee.
36

37 3. The following procedures are essential elements in the proper and efficient
38 administration of the district's paid Sick Leave program.
39

40 a. Employees should schedule medical and dental wellness appointments
41 for self and/or family members outside the regular school/work day or
42 request personal leave for such appointments.
43

44 b. Whenever possible and/or medically indicated, surgeries or disabling
45 medical procedures should be scheduled when school is not in session;
46

47 c. Elective surgeries or other temporary disabling medical procedures and
48 recovery from such procedures should not be scheduled during the 191
49 contractual work days.
50

51 4. Failure of a certified employee to return to work when declared able to
52 perform his/her work, or failure to fully comply with these medical leave

1 requirements may result in immediate suspension of paid medical leave and
2 any associated benefits.

3
4 5. Although sick leave is granted only within a fiscal year, an extension may be
5 requested from the Director of Human Resources.

6
7 C. Family and Medical Leave Act

8
9 The Board and the Association agree that the level of employee's Sick and
10 Medical Leave benefits provided in this Agreement create leave benefits greater
11 than the benefits mandated by the FMLA of 1993 as amended. The parties further
12 agree that the employee will have exhausted any claims to leave under the FMLA
13 after having utilized the twelve (12) work weeks of FMLA leave provided under
14 policy and FMLA forms will be completed by teachers who qualify for the
15 Family Medical Leave Act of 1993.

16
17 Parkway NEA, as the exclusive representative of members of the bargaining unit
18 subject to the terms and conditions of this Agreement, shall hold the Parkway
19 School District harmless in regard to any civil action brought by individual
20 bargaining unit members contrary to the agreed provisions of this section.

21
22
23 **ARTICLE 16**

24
25 **PERSONAL LEAVE**

- 26
27 A. Requests for personal leave with pay for certified employees, not in excess of
28 three (3) days per year, will be approved as needed for personal business. The
29 teacher need not state the nature of this personal business in requesting leave, but
30 he or she may be contacted by the Director of Human Resources or designee for
31 an explanation if circumstances warrant.
32
33 B. One (1) additional day of personal leave with pay per school year can be
34 requested if one or more personal days will be used for religious purposes. This
35 additional day may be approved by the Director of Human Resources based upon
36 electronic written request and explanation by the teacher.
37
38 C. Except in cases of emergency, personal leave must be applied for at least five (5)
39 school days in advance of the absence.
40

41
42 **ARTICLE 17**

43
44 **UNPAID EXTENDED LEAVE**

45
46 A. Adoption

47
48 A leave for the adoption of a child will be granted to any full-time certified
49 employee. Application for adoption leave will be filed with the Department of
50 Human Resources at the time the employee is approved for adoption privileges.

1 The leave will commence as soon as the child has been released to the care of the
2 adoptive parent(s). The right to leave will expire at the end of the twelve-month
3 period beginning on the date of the placement of the child (P.L. 103-3).
4

5 The primary care giving parent will be entitled to up to six (6) weeks of paid leave
6 by the District. This paid leave will be provided for employees adopting children
7 of pre-kindergarten age. The provisions for fringe benefits and reinstatement will
8 be the same as for Leave for Child Rearing.
9

10 B. Care for Sick Family Member

11
12 Leave to care for a sick family member is provided in accordance with the federal
13 Family Medical Leave Act, reprinted in the Parkway Professional Handbook.
14

- 15 1. A request for unpaid leave to care for a spouse, domestic partner, child, or
16 parent with a serious health condition will be supported by a certificate issued
17 by a doctor. If the District has reason to doubt the validity of the certification,
18 the District may require, at the District's expense that the employee obtain the
19 opinion of a second doctor designated by the District. In any case where the
20 second opinion differs from the original certification, the District may require,
21 at the District's expense, that the employee obtain the opinion of a third doctor
22 designated or approved jointly by the District and the employee. Consensus
23 of the doctors consulted will be final and binding.
24
- 25 2. When medically necessary, unpaid leave to care for a spouse, domestic
26 partner, child, or parent with a serious health condition may be taken
27 intermittently or on a leave schedule that reduces the usual number of hours
28 per work week or work day. If the employee requests intermittent leave, or
29 leave on a reduced leave schedule that is foreseeable based on planned
30 medical treatment, the District may require such employee to transfer
31 temporarily to an available alternative position for which the employee is
32 qualified and that has equivalent pay and benefits and better accommodates
33 recurring periods of leave than the regular employment position of the
34 employee.
35
- 36 3. When the necessity for such leave is foreseeable based on planned medical
37 treatment, the employee will make a reasonable effort to schedule the
38 treatment so as not to unduly disrupt the operations of the District and will
39 provide the District with not less than thirty (30) days prior notice of the
40 employee's intention to take leave.
41

42 C. Child Rearing

43
44 Leave without pay may be granted to any full-time certified employee for
45 purposes of rearing his/her child under the age of two years.
46

47 Application for leave will be made to the Department of Human Resources at
48 least four (4) weeks prior to the planned date of commencement of the leave.
49

50 When the child is born during the school year, leave may be granted for:

- 51 1. A portion of the balance of the current school year, or
52

- 1 2. The balance of the current school year, or
- 2 3. The balance of the current school year and the entire succeeding school year.

3
4 When the child is born during the summer recess, leave may be granted for the
5 entire succeeding school year.

6
7 The period of absence under the leave will not count toward tenure nor will it
8 impair the tenure status of the teacher.

9
10 The District will provide medical, dental, life and vision insurance to an eligible
11 certified employee for the duration of the leave, not to exceed twelve (12) work
12 weeks. A certified employee is eligible for such benefit if the employee has
13 worked for the District for at least twelve (12) months and at least 1250 hours
14 during the previous twelve (12) months (P.L.103-3).

15
16 A teacher will receive advancement of the salary schedule commensurate with
17 his/her most recent evaluation provided he/she has worked a minimum of 126
18 days during the year of the leave and a non-teaching employee the equivalent of
19 two-thirds of the annual employment. Upon return to the District, the employee
20 will be placed in a position for which he/she is qualified and will be considered
21 for reinstatement to the same position or an equivalent position from which he/she
22 was granted the leave. Unpaid leave for child rearing is also subject to the special
23 rules applicable to the Family and Medical Leave Act of 1993 (P.L. 103-3).

24
25 A teacher may request up to one (1) additional year for child rearing leave;
26 approval will be at the sole discretion of the Board of Education.

27
28 Failure to return to full-time employment at the designated time without prior
29 approval will constitute voluntary termination.

30 31 D. Foster Care Placement

32 33 1. Terms

34
35 The Board of Education will grant unpaid leave for up to twelve (12) work
36 weeks during any fiscal year to an eligible certified employee because of the
37 placement of a foster child with the employee. The right to leave will expire
38 at the end of the twelve (12) month period beginning on the date of the
39 placement of the child. A certified employee is eligible if the employee has
40 worked for the District for at least twelve (12) months and at least 1250 hours
41 during the previous twelve (12) months.

42 The District will provide medical, dental, life and vision insurance to the
43 certified employee for the duration of the leave, not to exceed twelve (12)
44 work weeks. Upon return from such leave, the certified employee will be
45 restored to either the position held when the leave began or an equivalent
46 position.

47 48 2. Guidelines

- 49 a. When leave for foster care placement is foreseeable, based on an expected
50 placement, the employee will provide the District with not less than thirty
51 (30) days prior notice of the employee's intention to take leave.
- 52

1 additional leave with full pay may be approved by the Superintendent of Schools
2 or designee.
3

4 B. Jury/Witness Leave
5

6 Upon written request of the employee and approval by the Superintendent of
7 Schools or the Director of Human Resources, absence with pay will be allowed
8 for jury duty or appearance due to subpoena as witness in a court of law.
9 However, the certified employee will not receive pay if pursuing legal action
10 against the District or its interests, or if called as a witness on the employee's own
11 behalf in an action in which he/she is a party. Proof satisfactory to the District of
12 required jury duty or testimony must be given before pay is approved.
13

14 C. Professional Leave
15

16 1. Full Year
17

18 Professional leave may be granted for advanced study, research, or any other
19 reason which will be considered beneficial to the District. To be eligible for a
20 professional leave a staff member must have been employed as a Parkway
21 teacher for a minimum of three (3) years.
22

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

35 Professional leave may be granted for one (1) year. Any request for extension
36 of the leave should be made via a second application. A leave can be granted
37 for less than a full year at the discretion of the Superintendent and the
38 approval of the Board of Education.
39

40 Neither salary nor fringe benefits will be paid during the leave period. The
41 period of absence under the leave will not count toward tenure nor impair the
42 tenure status of the probationary teacher.
43

44 A teacher will receive advancement on the salary schedule commensurate
45 with his/her evaluation provided he/she has worked a minimum of 126 days
46 during the year of the leave and a non-teaching employee the equivalent of
47 two-thirds of the annual employment. Upon return to the District, the
48 employee will be placed in a position for which he/she is qualified and will be
49 considered for reinstatement to the same position or an equivalent position
50 from which he/she was granted the leave.
51

1 Failure to return to full-time employment at the designated time without prior
2 written approval will constitute voluntary termination.
3

4 2. Short-Term
5

6 Upon recommendation of the Superintendent of Schools, the District may
7 approve short-term professional leave. Such leave may be granted for study,
8 cooperative research with other institutions and/or business, and/or other
9 reasons which would be beneficial to the District. The following guidelines
10 must be observed:
11

- 12 a. Short-term professional leave will be granted for a maximum term of one
13 (1) semester or its equivalent.
14
- 15 b. During the term of the leave the employee will be compensated at the rate
16 of two-thirds (2/3) his/her regular rate of pay.
17
- 18 c. During the term of the leave the employee will continue to be considered
19 actively employed by the District and will be provided with all
20 employment benefits.
21
- 22 d. An employee granted short-term professional leave will be obligated to
23 continue his/her employment with the District for a period of no less than
24 (1) school year following the school year of the leave, or the employee
25 will refund all costs incurred by the District during the term of leave.
26

27 D. Sabbatical Leave
28

29 1. Eligibility and Obligation for Repayment
30

31 Sabbatical leave may be granted for a maximum of one year at a time to any
32 certified employee who has been employed in the District for five (5)
33 consecutive years. Such leave may be granted for graduate study or research
34 that relates to the employee's areas of certification. Approval of any request
35 for an extension of the leave will be at the sole discretion of the Board of
36 Education.
37

38 The number of persons granted a sabbatical leave in any one year will be
39 determined by the Board of Education, but will not exceed one percent of the
40 certified teaching staff as of January 31, of the year in which the leave is
41 requested.
42

43 A certified employee with five (5) to ten (10) years of service may be granted
44 a sabbatical leave without pay or may receive up to one-half of the basic
45 contracted salary the employee would have been eligible to receive had the
46 leave not occurred. Certified employees with ten (10) or more years of
47 Service will receive two-thirds (2/3) pay for the duration of the Board
48 approved sabbatical leave. Any employee receiving salary during the
49 sabbatical must render three years of service to the District upon immediate
50 return from the leave. If three years of employment are not completed,
51 repayment of the compensation received during the leave will be as follows:
52

1 a. 0 years of service after sabbatical leave – 100% repayment

2
3 b. 1 year of service after sabbatical leave – 2/3 repayment

4
5 c. 2 years of service after sabbatical leave – 1/3 repayment

6
7 **If the grantee should die or become incapacitated, the debt will be null and
8 void.

9
10 2. Application Process

11
12 a. Written applications for sabbatical leaves must be filed with the
13 Department of Human Resources prior to the end of the third week of
14 January of the school year preceding the year for which the leave is
15 requested. Applications must state the reason for the requested leave, the
16 subject area to be studied, and the place where the studies will be pursued.
17 Recommendations from the immediate Supervisor and Department
18 Chairperson will accompany the request.

19
20 b. Applicants will be scheduled to present their request before a review panel
21 of three administrators, which will include the designated Assistant
22 Superintendent and the Director of Human Resources.

23
24 3. Selection Criteria

25
26 a. The value of the request to the District in terms of current or future
27 District needs and interests.

28
29 b. Recommendations submitted with the application from supervisors,
30 professors, or the employee's designated Assistant Superintendent.

31
32 c. The applicant's employment history, including attendance and previous
33 leaves.

34
35 d. Total number of leaves requested for the same period.

36
37 4. Administrative Guidelines

38
39 Requests to pursue a Master's Degree solely for movement on the salary
40 schedule will not be approved.

41
42 After reviewing the file of leave requests developed by the review panel, the
43 Superintendent will make recommendations to the Board of Education
44 concerning those requests. Applicants will be notified of acceptance or
45 rejection of their leave requests by the Director of Human Resources and if
46 rejected, will be advised of the reason in relation to the selection criteria
47 above.

48
49 Upon return to the District, the employee will be reinstated in a position for
50 which the employee is qualified.

51

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ARTICLE 19

ABSENCE FOR PROFESSIONAL DEVELOPMENT

In the interest of promoting professional development, the Board, within budget limitations, will provide staff development release days to accomplish established staff professional development objectives.

Teachers who desire to be excused from their regular teaching assignment for the purpose of attending conferences, workshops, seminars, and/or to observe other instructional techniques and programs, must submit a request for absence at least five (5) days in advance containing a description of the program and the benefits of attending.

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

ARTICLE 20

ACADEMIC FREEDOM THROUGH INTELLECTUAL DISCOURSE

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

The Board of Education expects staff members to include in the curriculum, in accordance with District policy, topics and teaching strategies appropriate to the maturity and needs of students. Such instruction should be designed so as to help them become informed citizens, able to deal intelligently and rationally with problems and issues which they will face as members of society. The Board of Education expects staff members, in examining various sides of an issue, to promote objectivity and critical analysis.

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

The Board accepts the responsibility for the protection of academic freedom through intellectual discourse and will support, within the law, staff members and students who exercise this freedom responsibly in the schools. No adverse actions will be taken against teachers who permit students' clearly established constitutional right of free expression.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

ARTICLE 21

COMPLAINTS DIRECTED TOWARD EMPLOYEES

A. Philosophy

The District and Parkway NEA believe parents, students, citizens, taxpayers, and residents have the right to voice their dissatisfaction regarding any matter of concern. Concerns involving staff members are best handled through direct communication with the staff member in question. Staff Members have the responsibility to attempt to resolve these concerns in an appropriate and effective manner. Staff members and administrators will cooperate to resolve student and/or parent complaints utilizing appropriate problem solving techniques. Staff members are to be notified of formal complaints filed against them by any party mentioned in this policy.

B. Preliminary Procedure

Concerns or complaints must first be directed informally to the employee involved. If a principal and/or supervisor receive(s) a complaint regarding a classroom or an employee issue, the principal and/or supervisor will redirect the complainant to the party concerned in order to promote positive communication and resolve the issue. If the complainant is unable to resolve the issue with the employee directly, the complaint may be brought to the attention of the school principal or employee's supervisor.

If the complainant is unable to resolve the problem with the employee directly and chooses to inform the principal and/or supervisor about the concern, the principal and/or supervisor will consult the employee(s) involved, and will collaborate on possible resolutions needed for that particular circumstance. The principal and/or supervisor, after consulting the employee(s) involved, will attempt to respond and, if possible, resolve the concern or problem.

If determined necessary to the situation, the principal and/or employee's supervisor will arrange for a conference involving the employee and the complainant, within five (5) working days at a mutually convenient time to reach resolution of the issue. No action of any sort will be taken by the principal and/or employee's supervisor on the complaint prior to such a conference unless such action is required to protect the parties involved. The principal and/or supervisor may facilitate any meeting between the parties involved at the request of either party.

C. Formal Complaint Procedure

If the complainant is unable to resolve the concern or problem informally, the process defined in Board Policies KE.BP and KE.G is to be utilized.

1. The employee(s) and his or her/their supervisor(s) will be advised immediately and receive a copy of any formal complaint filed.

- 1 2. The employee(s) and the supervisor(s) will be advised if the complaint, with
2 its resolution, will be placed in the employee's file. The employee may add a
3 response to the complaint form by contacting the Human Resource Office, and
4 may attach other documents as the employee(s) may deem appropriate.
5
- 6 3. Unsubstantiated, frivolous, malicious and/or vexatious complaints and related
7 charges will not be placed in the employee's permanent file or building files.
8
- 9 a. The Superintendent should inform complainants that they may not
10 address the Board of Education at public meetings concerning
11 personnel complaints.
12

13 **ARTICLE 22**

14 **GRIEVANCE PROCEDURE**

15 **A. Purpose**

16 The purpose of this grievance procedure will be to settle equitably, at the lowest
17 possible administrative level and the earliest possible date, issues which may arise
18 from time to time with respect to the terms and conditions of employment of
19 certified personnel, exclusive of administrators and supervisors.
20

21 **B. Definitions**

- 22 1. Grievance – A grievance is an allegation based upon an event or condition
23 which affects the terms and conditions of employment and which allegedly
24 constitutes a violation, misinterpretation, or inequitable application of the
25 terms of a contract, policy, written rule, or regulation followed in the
26 operation of the District, or an allegation that a condition exists which
27 endangers an employee's health or safety.
- 28 2. Grievant – A teacher, (or group of teachers, as provided in Section I,
29 Paragraph 2) filing a grievance.
- 30 3. Party of Interest – A person who might be required to take action or against
31 whom action might be taken in order to settle the complaint.
- 32 4. Association – Association refers specifically to the Parkway National
33 Education Association.
- 34 5. Day – Refers to a regular working day.
- 35 6. Representative – A person designated by the grievant or the respondent to act
36 either with or for the grievant or respondent in this procedure.

37 **C. Procedures**

- 38 1. A grievant will have the right to represent himself/herself or, if he/she desires,
39 to be represented by an Association representative or any other representative
40
41
42
43
44
45
46
47
48
49
50
51

1 of his/her choice at meetings or hearings called for in Levels One through
2 Four of the grievance procedure.
3

- 4 2. A representative chosen by the grievant must be recognized for each
5 grievance and has the right to be present for any meetings, hearings, appeals,
6 or proceedings in Levels One through Four of the grievance procedure.
7
8 3. Nothing contained herein will be construed as limiting the right of any teacher
9 having a grievance to discuss and/or resolve the matter with any administrator
10 at any time and have the problem adjusted without the involvement of the
11 Association. The teacher, however, will have the option of requiring the
12 presence of his/her representative at any discussion regarding a grievance
13 which has been formally filed.
14
15 4. Any administrator who wishes to discuss a grievance informally with a
16 teacher will notify the teacher and a meeting may be held at a mutually agreed
17 time. If the teacher wishes to have a representative present, adequate time
18 will be provided to allow that representative to be present.
19
20 5. Nothing contained herein will be construed as requiring a teacher or
21 administrator to participate in informal discussion of a formally filed
22 grievance.
23

24 D. Informal Resolution of Complaint

25
26 Within fifteen (15) days following knowledge of a condition causing a complaint,
27 and before filing a formal written grievance, a teacher having a complaint will
28 attempt to resolve the problem causing the complaint through informal means, by
29 discussion with building administrators and/or other District administrators as
30 may be appropriate.
31

32 E. Formal Procedures

33 1. Level One

34
35 If the grievant is not satisfied with the results of the informal effort, he/she
36 will present a grievance in writing to his/her principal within five (5) days.
37 Within five (5) days after receipt of the written grievance, the principal will
38 schedule a conference with the grievant and/or the grievant's representative to
39 discuss resolution of the grievance. Within five (5) days following the
40 conference, the principal will provide the grievant with a written response to
41 the grievance and, if a representative has been named, will provide a copy of
42 the response to the grievant's representative. The principal's response will
43 include the reasons upon which the decision was based.
44
45

46 2. Level Two

47
48 If the grievant is not satisfied with the disposition of his/her grievance at
49 Level One, then the grievant may appeal the disposition in writing to the
50 Superintendent within five (5) days after the disposition at Level One. The
51 Superintendent or in some circumstances, a designee will hold a hearing with
52 the grievant, and his/her representative, and any person the grievant believes

1 necessary to develop the facts of the grievance. The hearing will be held
2 within five (5) days of receipt of the appeal. Following the hearing, the
3 Superintendent will provide the grievant with a written response to the
4 grievance within three (3) days after the meeting, and a copy of the response
5 to the grievant's representative. The Superintendent's response will include
6 the reasons upon which the decision is based. In extenuating circumstances, a
7 Superintendent designee may be appointed to hear the grievance.
8

9 3. Level Three

10
11 a. If the grievant is not satisfied with the decision on his/her grievance at
12 Level Two, or if no decision has been rendered within five (5) days after
13 he/she has first met with the Superintendent or designee, he/she may either
14 submit the grievance to advisory-arbitration at Level Three, or may appeal
15 the Level Two decision to the Board of Education at Level Four. The
16 grievant has five (5) days after the Level Two decision or ten (10) days
17 after he/she has first met with the Superintendent or designee, whichever
18 is sooner, to notify the Superintendent that he/she wishes to pursue the
19 grievance to either Level Three or Level Four.
20

21 b. If the grievant is represented by the Association, the Association shall
22 notify the Superintendent regarding the submission of the grievance to
23 Arbitration. If the grievant is not represented by the Association, said
24 grievance may not be submitted to arbitration, but the grievant shall have
25 the right to appeal the matter to the Board of Education, Level Four of the
26 grievance procedure.
27

28 c. If the grievant has elected to submit the grievance to Arbitration, the
29 procedures set forth in subsection F below will be utilized by the parties in
30 selecting the arbitrator. The Arbitrator shall be required to conduct the
31 arbitration in accordance with agreed procedures set forth herein and
32 render a decision which shall be advisory only upon the parties.
33

34 4. Level Four

35
36 If the grievant is not satisfied with the decision of the Superintendent, or
37 designee, he/she shall, within five (5) days from the receipt of the decision of
38 the Superintendent, or designee, request in writing a review of the grievance.
39 After advisory arbitration, the grievant may request a review of the arbitrator's
40 report by the Superintendent. The Superintendent will meet with PNEA
41 representatives, then make a recommendation regarding the arbitration
42 decision to the Board of Education.
43

44
45
46 a. Review of Level Three Ruling With Arbitration
47

48 The Board of Education, at its option in executive session, may hold a
49 hearing or review the grievance along with the arbitrator's
50 recommendation and any briefs submitted by the parties. This hearing or
51 review by the Board of Education shall occur within fifteen (15) days of
52 the grievant's request for review. If a hearing is held, the provisions in

1 paragraph (b) below apply as to procedure. If a review in executive
2 session occurs, a written response will be rendered within five (5) days
3 following the review. The Board's decision shall be final and binding.
4

5 b. Review of Level Two Ruling Without Arbitration
6

7 The Board of Education within fifteen (15) days shall hold a hearing with
8 the grievant, his/her representative, and any other person the grievant
9 believes necessary to develop the facts of the grievance. Following the
10 hearing, the Board of Education shall provide the grievant with a written
11 response to the grievance within five (5) days after the hearing, and copies
12 to his/her representative. This response shall include the reasons upon
13 which the decision was based. The Board's decision shall be final and
14 binding.
15

16 F. Procedures for Advisory Arbitration
17

- 18 1. Definition of Arbitrator: A person selected in accordance with the procedures
19 herein to identify the facts relevant to the grievance and to render an advisory
20 recommendation which shall be advisory only on all parties.
21
- 22 2. Scope of Arbitration: The Arbitrator must rule in strict adherence to the
23 definition of a "grievance" as defined herein; he will make no
24 recommendation to change the Policies, Rules and Regulations of the Board
25 of Education and no recommendation will be made which is contrary to law.
26 It is clearly understood that the arbitrator's report and recommendation are
27 advisory only and are not binding on the Board of Education.
28
- 29 3. Appointment of Arbitrator: The American Association of Arbitration will be
30 requested to submit simultaneously to each party an identical list of seven (7)
31 Arbitrators. The Superintendent or his designee and a representative of the
32 Association or the grievant will meet within five (5) days of receiving the
33 lists. Each party will strike one name at a time alternately until only one name
34 remains. If this person is unavailable, his name will be deleted and the same
35 procedure followed again to establish only one name.
36
- 37 4. Qualifications of Neutral Arbitrator: No person will serve as a neutral
38 Arbitrator in any case in which that person has any financial or personal
39 interest in the result of the case. Prior to accepting an appointment, the
40 prospective Arbitrator will disclose any circumstances likely to prevent a
41 prompt hearing or to create a presumption of bias.
42
- 43 5. Time and Place of Hearing: The parties will set a time and date for a hearing
44 which is mutually convenient. Arrangement for the hearing will be mutually
45 agreed upon and confirmed with all parties involved at least 48 hours prior to
46 the hearing.
47
- 48 6. Attendance at Hearings: The hearing will be a closed session with only the
49 following parties present: the grievant, his representative(s), the
50 principal/administrator, Central Office representative, and the Arbitrator.
51 Witnesses will be present in the hearing room only during that time when they
52 are called to give testimony.

- 1
 - 2
 - 3
 - 4
 - 5
 - 6
 - 7
 - 8
 - 9
 - 10
 - 11
 - 12
 - 13
 - 14
 - 15
 - 16
 - 17
 - 18
 - 19
 - 20
 - 21
 - 22
 - 23
 - 24
 - 25
 - 26
 - 27
 - 28
 - 29
 - 30
 - 31
 - 32
 - 33
 - 34
 - 35
 - 36
 - 37
 - 38
 - 39
 - 40
 - 41
 - 42
 - 43
 - 44
 - 45
 - 46
 - 47
 - 48
 - 49
 - 50
 - 51
 - 52
7. Witnesses: The number of witnesses to give testimony on behalf of either grievant or administrator will be limited to not more than ten. Each party is responsible for the presence and expenses of their own witnesses and will furnish a list of witnesses requested to appear to the other party at least twenty-four hours prior to the hearing. Witnesses employed by the district will be released without loss of salary or other benefits of employment.
 8. Adjournments: Hearings will be adjourned by the Arbitrator only for good cause.
 9. Oaths: Before proceeding with the first hearing, the Arbitrator will take an oath of office. The Arbitrator will require witnesses to testify under oath.
 10. Stenographic Record: There will not be a stenographic record of the proceedings.
 11. Submission of Data to Arbitrator: As soon as the AAA has appointed an Arbitrator and has notified both the grievant and the Superintendent, the Arbitrator will be furnished copies of the grievance procedure policy, copies of the original grievance statement, all subsequent written responses or documents submitted during Levels One and Two, and relevant policies and other documents which have been cited by parties in support of their position. These materials will be provided by the District to the AAA with copies given to the grievant. This will contain a summary of dates of conferences and steps already taken.
 12. Proceedings: The hearing will be conducted by the Arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and the arguments of the parties. The Arbitrator will take appropriate minutes of the proceedings. Normally, the hearing should be completed within one day.
 13. Arbitration Hearing in the Absence of a Party: The arbitration hearing may proceed in the absence of any party who, after due notice, fails to be present. A decision will not be made solely on the default of a party. The Arbitrator will require the attending party to submit supporting evidence and will render a recommendation based on the records submitted by the parties.
 14. Evidence: Neither party will be permitted to submit in the arbitration proceedings any issue or evidence not submitted during the Level Two proceedings.
 15. Evidence by Affidavit and Filing of Documents: The Arbitrator may receive and consider evidence in the form of an affidavit, but will give appropriate weight to any objections made. All documents, supporting testimony and arguments to be considered by the Arbitrator will be filed at the hearing. There will be no post-hearing briefs.
 16. Conclusion of Hearing: The Arbitrator will ask whether parties have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Arbitrator will declare and note the hearing concluded.

- 1 17. Serving of Notices: Any papers or processes necessary or proper for the
2 initiation or continuation of the arbitration under these procedures and the
3 delivery of the decision, may be served upon such party (a) by mail addressed
4 to such party or its representative at its last known address, or (b) by personal
5 service.
6
- 7 18. Time of Arbitration Report: The Arbitrator will issue his advisory report in
8 writing, including his statement of findings, conclusions and advisory
9 recommendations within twenty (20) days following the conclusion of the
10 hearing.
11

12 G. Special Provisions for Association or Group Grievances 13

- 14 1. If in the judgment of the Association there has been a violation,
15 misinterpretation, or inequitable application of the “Statement of
16 Relationships” or any Agreement between the Board of Education and the
17 Association, that complaint may be registered in writing or verbally with the
18 Superintendent of Schools. The Superintendent within five (5) days will
19 confer with a representative of the Association in an attempt to resolve the
20 matter to the mutual satisfaction of the parties. Following the conference, the
21 Superintendent will provide the Association with a written response within
22 five (5) days. If the Association disagrees with the response of the
23 Superintendent, it may submit the matter to Advisory Arbitration, Level Three
24 of the grievance procedure or appeal the matter to the Board of Education,
25 Level Four of the grievance procedure-
26
- 27 2. If a grievance affects a group of teachers, a representative of that group or the
28 Association may submit such grievance in writing at Level Two of the
29 grievance procedure. If the grievance concerns only one school then the
30 grievance shall be submitted to the building administrator. This step shall, in
31 such a case, be considered Level one.
32

33 H. Professional Rights and Responsibilities of the Interested Parties 34

- 35 1. No reprisals of any kind will be taken by any party to this procedure against
36 any party, witness, Association member, or other participant in this grievance
37 procedure by reason of his/her participation.
38
- 39 2. All documents, communications, and records dealing with the processing of a
40 grievance will be filed separately from the personnel files of the participants.
41
- 42 3. The Board and the administration will cooperate with the Association when a
43 grievant has requested the Association to assist in the processing of the
44 grievance. Furthermore, the Board and the administration will furnish the
45 Association with information as required by the Association to assist in the
46 grievance.
47
- 48 4. In cases where it may be required that a teacher be released from his/her
49 regular assignment in order to investigate or process a grievance, the teacher
50 will be released without loss of pay or benefits.
51
52

1 I. Adherence to Time Limits
2

- 3 1. Every effort should be made to expedite the procedure to settle the grievance
4 promptly. All pertinent procedures for Levels One through Four, as defined in
5 Section E, will be followed.
6
7 2. Failure at any step of the procedure to appeal a grievance to the next level
8 within the specified time limits will be deemed to be acceptance of the
9 decision rendered. Time limits however may be extended by mutual consent
10 of the parties.
11
12 3. Failure to reply or render a decision at any level will be interpreted as
13 resolution of the grievance in favor of the grievant.
14
15 4. In computing any period of time prescribed by this policy, the day on which
16 the designated period of time is set is not to be included. The last day of the
17 period so computed is to be included. In any case where any notice, answer or
18 other communication is required to be given in writing by one party to the
19 grievance procedure to another, said notice, answer or other communication
20 will be deemed given when delivered personally to the party entitled to
21 receive the communication or when said notice, answer or other
22 communication is sent by first-class U.S. mail to the party's last known
23 address, which will be the most current address contained in the employee's
24 personnel file. Whenever any party has the right or obligation to act within a
25 prescribed period after being given notice of the status of his/her grievance by
26 mail, three (3) days will be added to the prescribed period to allow the party to
27 respond.
28
29 5. Once proper notice of the decision regarding a grievance is given, disposition
30 of the grievance will be deemed to have occurred.
31
32

33 **ARTICLE 23**

34 **PUPIL DISCIPLINE**

35
36
37 A. Philosophy

38
39 The Parkway Board of Education believes that students' interests are best served
40 by staff members working together to implement effective discipline procedures
41 at the building level. Principals, therefore, will continually review student
42 discipline, soliciting the advice and recommendations of teachers and other
43 personnel.
44

45 B. Guidelines

- 46
47 1. The staff and principal in each building must work together cooperatively to
48 identify existing discipline problems.
49
50 2. The staff and principal in each building cooperatively establish rules for that
51 school and procedures to implement the rules fairly, firmly and consistently.
52 The rules will include but not be limited to:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

- a. Any teacher who confronts a discipline problem in the classroom or on school property will attempt to solve the problem in accordance with school procedures. If the problem is not resolved, the teacher will direct the student to the appropriate administrator.
 - b. The teacher will inform the administrator in writing of conditions surrounding the discipline problem and the steps taken by the teacher before referral to the school administrator.
 - c. The administrator will work with the teacher, student, parents, and other supportive agencies, if necessary, to resolve the matter.
 - d. The teacher will be informed of the disposition of the discipline matter as soon as possible.
 - e. Disciplinary action taken against any pupil will be for just cause. The teacher may not be held responsible for the student's misconduct, provided he/she has complied with district/school expectations and procedures and utilized reasonable judgment in governing student conduct in his/her classroom or on school property.
3. The principal and staff in each school will annually review and consider possible revisions to their school discipline plan. This review will evaluate the nature of the discipline problems encountered in the school, their frequency, the remedies or procedures employed for dealing with such problems and the success or failure in improving discipline in the building.
- The school discipline plan will be shared with the staff and sent to the Assistant Superintendent who will make an annual summary report to the Superintendent. A copy of the report will be provided to the Parkway National Education Association, if requested.
4. The District has a responsibility to provide a safe and secure environment for students and all other personnel. Parkway NEA and the District will monitor and address safety concerns. Concerns not resolved at the building level will be brought to the attention of the Superintendent.

ARTICLE 24

CHANGE PROCESS

The Board of Education is committed to the philosophy and practice of transparent, collaborative decision making. To this end Parkway principals and other administrative personnel will create an environment in each school and/or work site and at the district level wherein teachers and other employees are encouraged to express freely their professional views in shaping decisions affecting students and school operations. Furthermore the school district and the Association are committed to establishing and maintaining a relationship in which each party is respected and valued as a professional partner.

1 The District and the Association agree to collaborate in promoting meaningful change
2 and improvement in order to create the best educational environment for students. In
3 order to promote the fullest and most efficient professional collaboration, teachers and
4 administrators will work together to define an issue, gather information about the issue,
5 then offer a recommended solution to the issue. The explanation for the recommendation
6 will be shared with all concerned parties.

7
8 Every effort will be made to develop and implement school initiated instructional
9 changes within the parameters and provisions of the Agreement between the Board of
10 Education and Parkway NEA at the lowest possible administrative level and the earliest
11 possible date. If concerns arise about practices which the Association or teachers believe
12 are inconsistent with the terms of this Agreement, and these concerns cannot be resolved
13 at the building level, the Parkway NEA President and/or the Association's (UniServ)
14 Executive Director will meet with the Superintendent or designee to discuss and attempt
15 to resolve the matter.

17 **ARTICLE 25**

19 **PROFESSIONAL DEVELOPMENT**

21
22 The Board of Education and the Parkway School District are committed to the practice of
23 supporting teachers in their continual efforts to improve their instructional practice as it
24 relates to the educational process. To this end, Parkway administrative personnel will
25 promote a collaborative environment within each school and the entire district where
26 teachers assume a leadership role as Professional Development representatives.
27 Parkway's Professional Development follows the mission and mandates of the state and
28 includes district planned and facilitated development as well as building planned and
29 facilitated development.

- 30
31 A. Mentors: New teachers will be provided with mentors as required by state law.
32 Experienced teachers new to Parkway will also be provided with mentoring
33 support. Teacher mentors with appropriate experience will be appointed by the
34 principal from a pool of volunteers. Generally, mentors will be of the same grade
35 level and/or subject area as the teacher. If there are not enough volunteers, the
36 principal will recruit teachers, as needed, to serve as mentors. Teachers serving as
37 mentors will be provided training and time to carry out their responsibilities in the
38 mentoring program.
- 39
40 B. Professional Development Representation:
- 41 1. Building PDC representatives must be elected by teachers through an
42 annual election.
 - 43 2. Representatives will seek input from their colleagues and function as
44 facilitators of their building level professional development in
45 collaboration with their building level administrators.
 - 46 3. Representatives will collaborate with district personnel regarding district
47 professional development.
- 48
49
50
51

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

ARTICLE 26

TEACHING FACILITIES AND ENVIRONMENT

The District is committed to maintaining a healthy and safe learning/teaching environment for students and staff on school grounds and in all Parkway facilities.

- 32
33
34
35
36
37
38
39
40
41
42
43
44
- A. When interruptions in heating or cooling systems occur, corrections in the system will be made as soon as possible. When the physical climate of a building, or an area within a building, becomes temporarily unsuitable for teaching and learning, the Superintendent of Schools or his/her designee will take appropriate action to resolve the situation. If it cannot be resolved, classes will be relocated or, if necessary, dismissed. If school is dismissed, staff members will be released without loss of pay when no longer needed to supervise students.
 - B. The District is committed to maintaining air quality and other environmental conditions in all schools and other facilities which meet federal and state environmental standards specifically set for school facilities. In cases where teachers and/or other employees, including administrative personnel, suspect the presence of mold, mildew and/or other potential health hazards, these conditions shall be immediately reported to the Building Manager who will report it to the Facilities Department. The Facilities Department shall be responsible for initiating appropriate and timely measures to evaluate these conditions in order to remedy the situation. Findings and their implications will be communicated to all staff.

ARTICLE 27

CLASS LOAD AND PLAN TIME

Teachers and administrators recognize the importance of planning time in the daily schedule of teachers and will work collaboratively to protect the integrity of such plan time. A teacher's planning time will be used for professional duties as determined by the teacher. Administrators may request that teachers attend meetings, attend conferences and participate in collegial collaboration during planning time provided said activities are scheduled at least three (3) days in advance (when possible) so as to protect teachers' opportunity for preparation and fulfillment of ongoing responsibilities for classroom instruction. There should be thoughtful consideration when scheduling activities that conflict with a teacher's teaching schedule, and in such instance, the teacher will be provided coverage. If a teacher's planning time has been excessively used for activities not determined by the teacher, he/she will address the concerns with the building principal. The teacher and the principal will work collaboratively to resolve the issue.

- 45
46
47
48
49
50
51
- A. All full-time teachers will be provided with a minimum of 250 minutes of planning time per week. Guidelines which will be observed when creating school schedules and allocating teachers' planning time include the following:
 - 1. Individual planning time should be relatively consistent within each level. Dramatic differences in planning time shall be reviewed by administration.

- 1
2
3
4
5
6
7
8
9
2. All school staff should be utilized in an educationally sound and fiscally responsible and efficient manner.
 3. Within the district's approved staffing ratios, each school administrator, with input from the building's teachers, will have the authority to create a schedule which is effective, efficient, and equitable and which meets student/school needs with first consideration given to maintaining low class sizes, within the allocated staffing and planning time requirements.

10
11
12
13
14
15
16
17

B. Elementary teachers will be provided with at least 250 minutes planning time per week, with not less than thirty (30) continuous minutes of planning time provided each day and the remaining time scheduled in blocks of not less than twenty (20) minutes each. The Board of Education will ensure every effort is made to provide all elementary teachers an additional sixty (60) minutes of planning time per week. Approximately half of the teacher's plan time is for collaboration and the other half is to be determined by the teacher.

18
19
20
21
22
23
24

In providing individual and team planning time, the school will attempt to avoid increasing enrollment in the elementary specialists' classes (i.e. vocal music, art, and physical education) to a level above that of a regular classroom teacher, unless additional staff is provided to support the specialists' classes. Principals will make every effort to minimize the time—librarians and counselors are scheduled to provide additional planning time for classroom teachers.

25
26
27
28

The Superintendent or designee and the President of PNEA will work collaboratively to review situations in which the additional sixty (60) minutes has not been provided.

29
30
31
32
33
34
35
36
37
38
39

C. Middle school teachers will be provided with at least 250 minutes planning time per week. Middle school core teachers will have time designated for team responsibilities. Middle school encore teachers (i.e. fine arts, practical arts, foreign language and physical education) will also have time designated to fulfill assignments determined by the administration to serve the instructional and/or administrative needs of the building. The building duties assigned by the principal will be utilized for activities including, but not limited to ISS, conferences, team planning, individualized instruction and such other appropriate activities as necessary to fulfill the instructional and administrative requirements of the building.

40
41
42
43
44
45
46
47
48

In emergency situations, when enrollment requires an additional section of an encore class, the district will make every effort to resolve the staffing deficiency. In lieu of a building duty, middle school encore teachers may volunteer to teach an additional class section beyond the normal assignment load in a given building in a given building. The teacher will be provided additional compensation. In this circumstance the teacher's schedule must provide an average of 225 minutes of individual planning time per week. The stipend paid for assuming an additional class will be 10% of the channel one step one salary per year.

49
50
51

D. High school teachers will be provided with at least 250 minutes planning time per week. High school teachers may teach an additional section beyond the normal assignment load for their building with compensation in an emergency situation

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51

ARTICLE 30

PERSONAL PROPERTY AND IDENTITY SECURITY

All teachers will be provided with lockable storage space. The District, however, is not responsible for any personal items lost, damaged, or stolen in any of its facilities. Parkway School District agrees to keep and protect social security numbers in a confidential manner.

ARTICLE 31

SCHOOL CALENDAR

- A. The school calendar of the Parkway School District during the term of this Agreement will be no more than 191 teacher employment days, (including preschool workshops, school attendance days, paid legal holidays, teacher professional meetings, teacher/parent conferences, professional development and records' days.) At the elementary and middle school, the calendar will include a full records' day scheduled at the end of the first two trimesters. At the high school the calendar will include a full records' day scheduled at the end of the first semester and half records' days at the six-week grading periods that coincide with the K-8 trimester records' days. The remaining portion of these two days will be used for curriculum/professional development activities as determined by the District. The Records' Day for the third trimester/second semester will be determined no later than May 1 and will be based upon the availability of days allocated but not utilized for inclement weather. A Records' Day is defined as a full workday of teacher initiated, in-building activities.
- B. In cases where pupil attendance days are lost due to inclement weather or other factors and must be made up in order to meet minimum state requirements, (174 days and 1044 hours), utilization of professional development days, teacher/parent conferences, workshops, record days, and Spring Break days will be considered prior to adding additional days to the school calendar.
- C. A committee composed of equal numbers of teachers selected by the Parkway NEA President and administrators selected by the Superintendent will be formed as needed to review proposed academic calendars and develop recommended calendar(s) to the Superintendent and the Board of Education. In the event that a change becomes necessary after the calendar is adopted by the Board of Education, the Parkway NEA President and the calendar committee will be informed regarding the proposed change.

ARTICLE 32

SCHOOL HOURS

To facilitate student supervision and safety as well as teacher contact opportunities, school hours for teachers will be defined as a 7.5 hour work day including fifteen (15) minutes before the opening of school each day and ending fifteen (15) minutes after the

1 scheduled dismissal of pupils. Other than in emergency situations, teachers will not be
2 required to assume any building duties outside the normal school day.
3

4 In addition to the regular hours of duty, attendance at conferences or meetings called by
5 administrators is considered a part of each teacher's professional responsibility, provided
6 such meetings are held at reasonable times and are of such duration not to unduly
7 interfere with the teacher's professional, personal and family responsibilities.

8 Except in emergencies, teachers should be given advance notice of such meetings.
9

10 Whenever possible, the professional staff is encouraged to utilize written/electronic
11 means of sharing information, in an effort to minimize the need for staff meetings held
12 outside the regular school day. Work on professional committees outside the regular
13 school day will be strictly voluntary.
14

15 Teachers whose workday begins or ends at a time other than the regular school day (i.e.
16 "traveling teachers," part-time teachers, etc.) will be expected to attend certain district,
17 school, or departmental meetings. These teachers should be allowed to attend such
18 meetings, if at all possible before or after school at times which are adjacent to their
19 scheduled teaching responsibilities. The teacher and the administrator(s) will mutually
20 develop a plan for participation in district, school, or departmental meetings.
21

22 Professional Development activities including travel time on designated Professional
23 Development days will occur during normal school hours. Travel and related expenses
24 incurred by the teacher which are directly related to the required professional
25 development activity occurring outside the district will be reimbursed by the district.
26

27 The staff and administration in schools which hold parent/teacher conferences will
28 mutually develop a conference schedule which meets the needs of the program, as well as
29 the reasonable needs and expectations of the staff and parents. Conference dates may be
30 established District or area-wide to minimize conflicts.
31

32 Compensatory time will be provided staff members for the District designated
33 parent/teacher conferences held after school hours, as scheduled by the calendar
34 committee defined in Article 31.
35

36 **ARTICLE 33**

37 **SUBSTITUTE TEACHERS**

38
39
40
41 When it is necessary for a teacher to be absent due to illness or other cause, he/she will
42 notify the building principal or the principal's designee as soon as possible in order that
43 arrangements may be made to provide a substitute teacher.

44 The District will make every effort possible, within the established employment policies
45 and guidelines, to secure qualified substitute teachers to replace regular teachers when
46 they are absent.
47

48 Teachers will not be asked to serve as a substitute teacher during the school day, except
49 in emergency situations.
50
51

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

ARTICLE 34

TRAVELING TEACHERS

- 13 A. A traveling teacher is defined as a person whose assignment requires that he/she
14 teach in more than one school. In determining a traveling teacher's schedule,
15 administrator(s) involved will consider the following factors: preparation time,
16 travel time, set up time, lunch period, school schedules, assigned duties and other
17 related considerations. If a teacher concludes that their schedule is insufficient to
18 meet travel and operational needs, the concern will be shared and discussed with
19 the principal of each school as may be necessary to resolve the matter.
20
- 21 B. Each principal will provide traveling teachers with a designated teaching station
22 and reasonably sufficient, lockable storage space. Upon evidence of a parking
23 problem at a particular school, a principal will make an effort to reserve parking
24 space for the traveling teacher.
- 25 C. Mileage reimbursement for traveling teachers will be the allowable IRS mileage
26 rate in effect on July 1st of each year and will remain the same for the full school
27 year.

28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

ARTICLE 35

EMPLOYEE INSURANCE

- 38 A. Medical/Dental/Vision Insurance
- 39 1. Eligibility
- 40 a. All full-time certified employees will be provided with District paid
41 medical, dental, and vision care insurance.
- 42 b. Certified employees who are employed at least half-time will be provided,
43 at the employee's option, medical, dental, and vision insurance with one-
44 half of the premiums paid by the District.
- 45 c. All full-time certified employees who enroll their dependents in the
46 Parkway Group Insurance Program will have fifty (50) percent of the
47 premium for the dependents' medical, dental, and vision insurance paid by
48 the District.
- 49 d. Certified employees who are employed at least half-time and wish to
50 enroll their dependents in the Parkway Group Insurance Program will have
51 twenty-five (25) percent of the premium for the dependents' medical,
52 dental, and vision insurance paid by the District.
- 53 2. Benefit Levels
- 54 a. The District will attempt to maintain the specific programs in effect in July
55 2010. A benefits committee made up of teacher representatives appointed
56 by the President of PNEA and District representatives-of other-employee

1 groups appointed by the Superintendent will evaluate the District's health
2 insurance program annually. No major changes will be made prior to
3 thorough review by this committee. The Chief Financial Officer will
4 consider input from the committee in making recommendations to the
5 BOE.
6

7 b. In lieu of the medical insurance plan provided by the District, the Board
8 may offer each employee the option of individual and family health, major
9 medical and dental coverage through one or more District sponsored
10 health maintenance organizations, provided the employee pays the amount
11 in excess of the Parkway Insurance Program. The excess will be payable
12 by the employee through payroll deduction.
13

14 c. If the annual premium rates for any individual health insurance plan
15 (medical, dental, or vision) increase by more than five (5) percent, the
16 District may share equally with covered employees any amount of
17 premium cost increases in excess of five (5) percent for that plan.
18

19 3. Section 125 Plan

20
21 The District will make available an IRS Section 125 plan for those employees
22 who make health insurance premium contributions through payroll deductions
23 and for qualified child and dependent care expenses.
24

25 4. Administration

26
27 a. Effective termination date of employee and dependent coverage is the last
28 day of the calendar month in which termination occurs. In the case of
29 certified employees who complete the school year, termination date of
30 coverage will be August 31.
31

32 b. Teachers who retire or become totally disabled or spouses and dependents
33 of teachers who die while employed by the District will have the
34 opportunity to remain within the District's medical, dental, and vision
35 insurance program on a contributing basis so long as they continue to meet
36 the eligibility requirements of the plan.
37

38 c. When a medical event occurs outside of the scope of the adopted insurance
39 plan and involves a cost greater than \$2,500, a committee consisting of the
40 Chief Financial Officer, the Superintendent, a representative of the
41 district's broker, the PNEA President or PNEA Vice President, and the
42 (UniServ) Executive Director will meet to discuss whether the district's
43 medical plan will cover the medical event.
44

45 NOTE: Status as a retired or disabled employee is determined by qualifying for
46 benefits under the state retirement system.
47

48 B. Life Insurance Coverage

49
50 1. All full-time certified personnel employed prior to the 1993-94 school year
51 will be provided \$50,000 life insurance policy, plus accidental death and

1 Effective August 16, 2011, the following workshop pay rates will apply:
2

3 Workshop Participant \$25/hour

4 Workshop Instructor * \$50/hour

5 *workshops with more than one instructor will divide the
6 hourly workshop rate.
7

8
9 **ARTICLE 37**

10
11 **SUMMER SCHOOL EMPLOYMENT**

12
13 Teachers who teach courses in the Parkway District Summer School Program will
14 be paid according to a salary schedule determined annually. Parkway teachers
15 will be given the first opportunity for appropriate summer school positions.
16

17
18 **ARTICLE 38**

19
20 **SALARY SCHEDULE OPERATIONAL PLAN**

21
22 **A. General Terms**

- 23
- 24 1. Teachers are appointed by the Board of Education on the recommendation of
25 the Superintendent of Schools.
26
 - 27 2. This schedule applies to all full-time and part-time teachers employed under
28 contract by the Parkway School District. Full-time teachers are those teaching
29 a full day. Part-time teachers are those teaching less than a full day.
30
 - 31 3. Teachers accepting employment agree to accept the assignment of the
32 Superintendent of Schools. Assignments may be changed during the school
33 year in accordance with Board Policy GCI as required to serve the best
34 interests of the school system.
35
 - 36 4. An employment period of up to 191 days (unless in compliance with state law,
37 additional days are required to make up lost days due to inclement weather
38 conditions per School Calendar Article) is covered by this schedule, including
39 legal school holidays and approved professional meetings.
40

41 **B. Special Provisions**

- 42
- 43 1. Salary increments for assignments beyond normal curricular and co-curricular
44 duties will be given as approved each year by the Board of Education.
45 Teachers will receive additional compensation if their contracted period of
46 employment extends over a period longer than the regular period of
47 employment as defined in Paragraph 4. Counselors, C.O.E. Coordinators, and
48 Librarians working in excess of their regular contracted days will be paid on
49 an extended duty contract at an hourly rate determined by 1/1528 of their
50 previous year's contract amount.
51

- 1 2. Deductions for absences from teaching duties or approved professional
2 meetings will be determined by dividing the teacher's annual salary by the
3 number of days covered by the teacher's contract and multiplying the quotient
4 by the number of days absent. Exceptions are absences covered by the sick,
5 bereavement, personal, and jury/witness and other paid leave policies or as
6 approved on an individual basis by the Board of Education.
7
- 8 3. If a teacher is released from his/her contract by the Board of Education prior
9 to completing the terms of the contract, his/her total salary for that school year
10 will be determined on the basis of the ratio of the number of days of service
11 rendered in that school year to the total number of days covered by his/her
12 contract.
13
- 14 4. Full and part-time teachers, under contract serving on appointments for less
15 than a full year, will receive a salary based on the appropriate step and
16 channel determined for teachers employed for a full year, except their salary
17 will be prorated for the time of actual services provided, except as provided in
18 Section G, Part 1 of this Article.
19

20 C. Payment Schedule

- 21 1. Salaries determined by this schedule will be paid in twenty-six (26)
22 installments, disbursed on every other Friday. When a payday falls on a
23 holiday or a day which is not scheduled as a regular workday, the salary
24 installment will be paid on the last preceding workday.
25
- 26 2. The balance of salary due after the close of the school year will be distributed
27 in a final payment on the last scheduled working day upon completion of
28 check out procedures with the building principal.
29
- 30 3. All salaries paid for non-contractual assignments (workshops, camp) will be
31 paid within the next two regular biweekly pay periods following the
32 completion of the assignment.
33

34 D. Placement on Salary Schedule

- 35 1. Teachers who qualify for a channel placement change will have their
36 individual contract adjusted to reflect the additional compensation as provided
37 by the appropriate channel of the salary schedule. The effective date of such
38 salary adjustments will be the third pay period following receipt by the
39 Department of Human Resources of all documentation in support of the
40 additional earned graduate credit. Prior approval for credit on the salary
41 schedule must be given by the Superintendent of Schools for graduate credit
42 not acceptable toward an advanced degree in the subject matter area to which
43 the teacher is assigned. Teachers who dually enroll in their senior year and
44 receive some graduate credit prior to receiving their baccalaureate degrees,
45 and teachers who complete work in excess of the requirements for their
46 Master's Degree, will have these graduate hours counted toward requirements
47 for the next channel if the courses can be counted toward an advanced degree
48 in the subject matter areas to which they are assigned. The requirements for
49 placement on Channel III of the salary schedule will be met only when the
50 Master's Degree has been conferred. Beginning September 1, 2000, the
51
52

1 requirement for placement on Channel IV of the salary schedule will be met
2 when a teacher holding a Master's Degree will have acquired a minimum of
3 15 graduate hours after receiving his/her Master's Degree. The requirements
4 for placement on Channel V of the salary schedule will be met when a teacher
5 holding a Master's Degree will have acquired a minimum of 30 hours after
6 receiving his/her Master's Degree. Such additional hours for placement on
7 Channels IV and V must be directly related to the teaching assignment,
8 professional contribution and/or effectiveness in the District.
9

10 Approved "Parkway Salary Credit Workshop" courses offered by the Parkway
11 School District will be accepted as partial fulfillment of requirements for
12 placement on Channels II, IV, and V of the salary schedule so long as such
13 courses are directly related to the teaching assignment, professional
14 contribution and/or effectiveness in the District. Exceptions may be approved
15 by the Department of Human Resources. However, no more than six hours of
16 credit for a channel change may be satisfied through the satisfactory
17 completion of approved "Parkway Salary Credit Workshops." Further, for
18 placement on Channels IV and V, such salary credits must have been
19 completed after receipt of a Master's Degree. Partial Tuition Reimbursement
20 provided through Teacher Tuition Reimbursement Policy GCBAB.G
21

- 22 2. A maximum of fourteen years of teaching experience will be credited to new
23 employees for placement on the salary schedule. In determining placement,
24 experience will be approved by the following policy:
 - 25 a. One step for each full-year of full-time teaching in the ten years prior to
26 Parkway.
 - 27 b. One-half step for each full year of full-time teaching in the eight years
28 prior to the time referred to in (a) above.
 - 29 c. No credit will be granted for the experience earned more than eighteen
30 years prior to being hired at Parkway.
 - 31 d. Placement is in full-year increments. (i.e. seven and one-half years of
32 credit qualifies for step 8)
- 33 3. Teaching experience of less than full-time, but at least half-time will be
34 considered for salary schedule credit on the basis of one-half year credit for
35 each full year of part-time teaching, subject to the limitations of Section A.
36
- 37 4. Credit for service as a full-time Teacher's Assistant or Permanent Substitute
38 in the Parkway District will be considered for salary schedule credit on the
39 basis of one-half year credit for each full year up to a maximum of four years
40 credit, subject to the year limitations stated above.
41
- 42 5. No credit will be allowed for any of the following: practice teaching,
43 substitute teaching, part-time of less than half-time, night or adult school, or
44 non-school religious programs.
45
- 46 6. A maximum of five years placement on the salary schedule may be considered
47 in unusual circumstances when the Superintendent believes that the non-
48
49
50
51
52

1 educational background of an otherwise properly certified applicant makes the
2 applicant more qualified than an applicant with an education degree but no
3 teaching or relevant non-education experience.

- 4
- 5 7. Any experience considered under this section must have been in an area
6 germane to the teaching certification/assignment. It must also have occurred
7 immediately preceding the applicant's employment in Parkway, except for
8 time needed to obtain certification. The number of years of placement on the
9 salary schedule must be recommended by the Superintendent to the Board of
10 Education for its specific approval.
- 11
- 12 8. Teaching experience with one or two employers during the course of one
13 school year with no more than one school year quarter break in service will be
14 considered as a full year of teaching experience.
- 15
- 16 9. Changes in this paragraph granting credit for previous experience became
17 effective for the 1988/89 school year and are not retroactive for employees
18 hired full-time or part-time prior to the 1988/89 school year.
- 19

20 E. In-Service Requirements

- 21
- 22 1. Teachers employed under this salary schedule must complete four units of in-
23 service credit within a four-year period ending on September 1 of the fifth
24 year following initial employment and must earn four additional credits every
25 four years thereafter. Teachers who fail to meet this requirement will not
26 receive the annual salary increment provided by this schedule. Teachers who
27 are on the last step of the respective channels will be placed back one step if
28 they fail to meet in-service education requirement.
- 29
- 30 2. Continued failure to meet in-service education requirements will result in
31 annual salary reductions equal to the yearly increment as provided in this
32 schedule or termination of employment.
- 33
- 34 3. In-service education credits may be earned in one or a combination of the
35 following ways subject to the approval of the Superintendent of Schools:
 - 36
 - 37 a. One in-service credit may be given for each college semester hour earned
38 by the teacher during the three-year period. Courses to be accepted for in-
39 service credit will have been given prior approval by the Superintendent of
40 Schools.
 - 41
 - 42 b. Participation as a leader or participant in an in-service education program
43 requiring employee time outside regular school hours.
 - 44
 - 45 c. A maximum of one in-service credit during each four-year period will be
46 allowed for approved foreign and domestic travel.
 - 47
 - 48 d. Individual research applicable to the Parkway School District as approved
49 by the Superintendent of Schools.
 - 50
 - 51
 - 52

1 F. Performance Requirements
2

3 Movement from year to year on the salary schedule is recognition of professional
4 growth in teaching. Performance will be considered satisfactory if the teacher:

- 5
6 1. Has achieved the performance expectation level in all criteria, or
7
8 2. The Summary Report contains one or more rating below the performance
9 expectation level, but in the opinion of the evaluator, the teacher is making
10 reasonable progress to fulfill his/her Professional Improvement Plan.
11

12 G. Additional Provisions
13

- 14 1. Teachers who are employed full-time on or before November 29, and whose
15 teaching performance is rated satisfactory, will receive advancement on the
16 salary schedule if reemployed in the succeeding school year.
17
18 2. Teachers employed in positions anticipated to be temporary due to approved
19 leaves of absence, mid-year terminations, unexpected enrollment increases or
20 in positions expected to be eliminated the following year, will be advised by
21 letter accompanying their contract that they will not be renewed for the
22 following school year.
23

24 Teachers who are not renewed according to the policy stated in the above
25 paragraph, but who are rehired for one of the reasons stated in the above
26 paragraph before the start of the succeeding school year, will be renewed the
27 following year for any equivalent open position in the same certification if
28 their teaching performance has been rated satisfactory. If the open position is
29 not equivalent to the position held the previous year, the teacher may reapply
30 for any said position, but will be considered as an applicant along with all
31 other applicants.
32

33 Teachers who complete a full year of full-time teaching under the conditions
34 described above will have that year credited to them for tenure accumulation
35 purposes, provided they are rehired for the succeeding school year.
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

1
2
3
4
5

ARTICLE 39
SALARY SCHEDULES

2011-12 Salary Schedule

Step	BS	BS +15	MA	MA +15	MA +30
1	\$39,000	\$40,500	\$42,500	\$44,500	\$47,000
2	\$39,500	\$41,000	\$43,000	\$45,000	\$47,500
3	\$40,000	\$41,500	\$43,500	\$45,500	\$48,000
4	\$40,500	\$42,000	\$44,250	\$46,000	\$48,500
5	\$41,000	\$42,500	\$45,250	\$48,000	\$50,500
6	\$41,500	\$43,000	\$45,750	\$49,250	\$51,250
7	\$42,000	\$43,500	\$46,500	\$50,500	\$53,000
8	\$42,500	\$44,000	\$47,250	\$51,750	\$54,250
9	\$43,500	\$44,500	\$48,750	\$53,000	\$55,500
10	\$44,000	\$46,000	\$51,500	\$56,000	\$59,000
11	\$44,500	\$47,250	\$52,500	\$57,500	\$60,250
12	\$45,000	\$48,000	\$54,000	\$59,000	\$62,000
13	\$45,500	\$49,750	\$55,500	\$60,500	\$63,500
14	\$46,000	\$50,250	\$57,500	\$62,000	\$65,500
15	\$47,500	\$50,500	\$61,000	\$65,000	\$69,000
16	\$0	\$0	\$64,500	\$67,500	\$71,500
17	\$0	\$0	\$68,000	\$71,500	\$75,500
18	\$0	\$0	\$71,500	\$75,500	\$79,500
19	\$0	\$0	\$74,500	\$79,500	\$83,500
20	\$0	\$0	\$79,700	\$83,250	\$87,300

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

2012-13 Salary Schedule

Step	BS	BS +15	MA	MA +15	MA +30
1	\$40,500	\$42,000	\$44,000	\$46,000	\$48,000
2	\$41,000	\$42,600	\$44,500	\$46,500	\$48,500
3	\$41,500	\$43,200	\$45,000	\$47,000	\$49,000
4	\$42,000	\$43,800	\$45,500	\$47,500	\$49,500
5	\$42,500	\$44,400	\$46,500	\$48,250	\$51,000
6	\$43,000	\$45,000	\$47,250	\$49,500	\$52,000
7	\$43,500	\$45,600	\$48,000	\$51,000	\$53,500
8	\$44,000	\$46,200	\$48,500	\$52,000	\$54,500
9	\$44,500	\$46,800	\$49,500	\$53,500	\$56,500
10	\$45,000	\$47,400	\$51,500	\$56,250	\$60,000
11	\$45,500	\$48,000	\$53,500	\$57,750	\$62,500
12	\$46,000	\$48,600	\$55,500	\$60,500	\$64,500
13	\$46,500	\$50,250	\$57,250	\$62,000	\$66,500
14	\$47,500	\$50,500	\$59,500	\$63,500	\$68,500
15	\$0	\$0	\$62,500	\$66,500	\$71,000
16	\$0	\$0	\$67,300	\$69,500	\$73,500
17	\$0	\$0	\$69,500	\$73,000	\$77,500
18	\$0	\$0	\$73,000	\$77,000	\$81,500
19	\$0	\$0	\$77,000	\$81,000	\$85,500
20	\$0	\$0	\$81,000	\$85,050	\$89,100

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22

2013-14 Salary Schedule

Step	BS	BS +15	MA	MA +15	MA +30
1	\$41,500	\$43,000	\$45,900	\$48,000	\$50,000
2	\$42,000	\$43,600	\$46,400	\$48,500	\$50,500
3	\$42,500	\$44,200	\$46,900	\$49,000	\$51,000
4	\$43,000	\$44,800	\$47,400	\$49,500	\$51,500
5	\$43,500	\$45,400	\$48,400	\$50,000	\$52,000
6	\$44,000	\$46,000	\$48,900	\$51,250	\$52,500
7	\$44,500	\$46,600	\$49,900	\$52,250	\$53,750
8	\$45,000	\$47,200	\$51,400	\$53,250	\$55,250
9	\$45,500	\$47,800	\$52,900	\$54,500	\$57,750
10	\$46,000	\$48,400	\$54,900	\$57,000	\$60,750
11	\$46,500	\$49,000	\$56,900	\$58,250	\$63,250
12	\$47,000	\$49,500	\$58,400	\$61,250	\$65,750
13	\$47,250	\$50,350	\$59,900	\$62,750	\$67,500
14	\$47,500	\$50,500	\$62,000	\$65,750	\$69,500
15	\$0	\$0	\$65,000	\$67,750	\$72,500
16	\$0	\$0	\$68,000	\$70,750	\$75,000
17	\$0	\$0	\$71,000	\$74,750	\$79,000
18	\$0	\$0	\$75,000	\$78,750	\$83,000
19	\$0	\$0	\$79,000	\$82,750	\$87,000
20	\$0	\$0	\$83,000	\$86,750	\$91,000

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

