

Contents

SECTION 3C - CERTIFIED PERSONNEL

3C.1	Recruitment & Selection	Page 3C-1
3C.2	Acceptance of or Release From Contract	Page 3C-1
3C.3	Unrequested Leave of Absence	Pages 3C-1 - 3C-3
3C.4	Involuntary Transfer Policy: Tenure and Probationary Teachers	Page 3C-4
3C.5	Certified Personnel Assignments & Transfers	Pages 3C-4 & 3C-5
3C.6	Payment for College Credit	Page 3C-5
3C.7	Credit for Previous Experience	Page 3C-6
3C.8	Compensation for Special Assignments	Page 3C-6
3C.9	Change of Classification	Page 3C-7
	3C.9.1 Advanced Degree	Page 3C-7
	3C.9.2 Additional Graduate Hours	Pages 3C-7 & 3C-8
	3C.9.3 Graduate Credit	Page 3C-8
3C.10	Increment Increase	Page 3C-9
3C.11	Vacations	Page 3C-9
3C.12	Holidays	Page 3C-10
3C.13	Leave of Absence	Pages 3C-10 & 3C-11
3C.14	Sick Leave	Page 3C-11
	3C.14.1 Number of Days	Pages 3C-11 & 3C-12
	3C.14.2 Special Requests	Page 3C-12
	3C.14.3 Accumulated Leave	Page 3C-12
	3C.14.4 Notification of Absence	Page 3C-12
	3C.14.5 Pregnancy/Adoption Leave	Pages 3C-12 & 3C-13
	3C.14.6 Bereavement Leave	Page 3C-13
3C.15	Evaluation Procedures	Pages 3C-14 & 3C-15
3C.16	Tenure Act	Page 3C-15
3C.17	Duties and Responsibilities	Pages 3C-15 & 3C-16
3C.18	Records Required	Page 3C-16
3C.19	Teacher Dress	Page 3C-16
3C.20	Payroll Deduction	Page 3C-16
3C.21	Professional Staff Grievance Procedure	Pages 3C-16 - 3C-20
3C.22	Substitute Teacher Policy	Page 3C-21
	3C.22.1 Permanent Substitutes	Page 3C-21
3C.23	National Board Certification	Page 3C-21

Appendix 3C(1) thru 3C(8)

SECTION 3C - CERTIFIED PERSONNEL

3C.1 Recruitment & Selection (December, 2001)

The superintendent of schools and/or his/her designee is responsible for the recruitment and selection of certified personnel and recommendation for their employment to the board of education.

3C.2 Acceptance of or Release From Contract (June, 2006)

Within 15 days after the issuance of a probationary teaching contract, the contract must be returned to the office of the superintendent of schools signed by the teacher or this position will be deemed vacant and will be open for candidates.

The board of education will consider any request for release from contract from any certificated employee because of an emergency situation such as a serious illness or a business transfer to another city of a spouse necessitating the employee moving as well.

Requests for non-emergency release from contract submitted after June 1 will be considered by the board of education with a \$10,000 penalty. In cases of extenuating circumstances, exceptions to this policy will be considered on an individual basis by the superintendent of schools. **See Appendix 3C(1)** for certified salary schedule.

Rev. 8/03, Rev. 11/04, Rev. 6/06

3C.3 Unrequested Leave of Absence (March, 2010)

The board of education may place on leave of absence without pay the number of full-time teachers necessary due to a decrease in pupil enrollment, school district reorganization or the financial condition of the school district. The board of education shall be the judge that one or more of the above conditions exist. In placing teachers on unrequested leave, the board of education shall be governed by the following:

- a. Guidelines required by RSMo, 1969, 168.124, for teachers:
 1. No permanent teacher shall be placed on leave of absence while probationary teachers are retained in positions for which a permanent teacher is qualified.
 2. Permanent and probationary teachers shall be retained on the basis of performance based evaluations and seniority within the field of specialization. However, seniority shall not be controlling.
 3. Permanent teachers shall be reinstated to the positions from which they have been given leaves of absence, or if not available, to positions requiring like training and experience, or to other positions in the school system for which they are qualified by training and experience.

3C.3 (continued)

4. No appointment of new teachers shall be made while there are available teachers on unrequested leave of absence who are properly qualified to fill such vacancies.
5. A teacher placed on leave of absence may engage in teaching or another occupation during the period of such leave.
6. The leave of absence shall not impair the tenure of a teacher.
7. The leave of absence shall continue for a period of not more than three years unless extended by the board.
8. Should the board of education choose to utilize the mechanism for reducing teacher forces as provided above, in an attempt to manage adverse financial conditions caused at least partially by a withholding of, or a decrease or less than expected increase in, education appropriations, then the district shall follow the provisions of subsection 9.
9. If the school district has an unrestricted combined ending fund balance of more than ten percent of current expenditures in its teachers' and incidental funds, and in the subsequent fiscal year the district, because of state appropriations, places a contracted teacher on leave of absence after forty days subsequent to the governor signing the elementary and secondary education appropriation bill, the district shall pay the affected teacher the greater of his/her salary for any days worked under the contract, or a sum equal to three thousand dollars.

b. District Guidelines:

1. The determination and recommendation as to the teachers to be placed on unrequested leave of absence and the subject area(s), field(s), and/or program(s), to be affected shall be made on a district-wide basis by the superintendent subject to board of education approval. In making this determination, the focus will be on the position and not upon the person holding the position. Whenever possible, reduction of staff shall be accomplished through normal attrition.
2. It shall be the responsibility of the employee on unrequested leave to insure that the school district's Human Resources Department has a record of his/her current address and telephone number at all times.

3C.3 (continued)

3. Time on unrequested leave of absence shall not be counted for salary purposes. Time on unrequested leave for probationary teachers shall not be counted in determining length of service for tenure purposes.
4. Unrequested leave of absence shall be without pay.
5. Teachers placed on unrequested leave shall retain their position on the salary schedule and sick leave days accumulated prior to the unrequested leave.
6. Permanent teachers placed on unrequested leave of absence shall be placed on a preferred eligibility list for reinstatement for a period of three (3) years. At the conclusion of this three-year period, the school district is no longer obligated to reinstate the employee and the teacher's employment will automatically terminate.

c. Recall of Those Placed on Unrequested Leave of Absence:

1. Permanent teachers placed on unrequested leave of absence shall be recalled in reverse order of leave of absence, (last released - first reinstated) or, in the event more than one teacher is placed on leave of absence on the same day, they shall be recalled according to earliest date of hire in their most recent employment with the District, and based on those certified to fill the position which is open.
2. Written notice of recall shall be hand delivered or mailed, (certified mail, return receipt requested), to the teacher at the last known address, stating the date of reinstatement and the position to which reinstated. Failure to respond in an affirmative manner within ten (10) business days after mailing of the written recall shall constitute a breach of the teacher's contract offer and terminate the employee/employer relationship between the teacher and the district.
3. These re-employment provisions shall not apply to probationary employees whose contracts are not renewed by the board of education (for reasons not connected with the reduction in professional staff work force.) Nothing precludes the board of education from non-renewing a probationary teacher who is on leave of absence for reduction in force.

Rev. 8/90, Rev. 2/04, Rev. 3/10

3C.4 Involuntary Transfer Policy: Tenure and Probationary Teachers (September, 2001)
(Deleted March, 2010 as transfer guidelines are addressed in 3C.5)

3C.5 Certified Personnel Assignments and Transfers (March, 2010)
The transfer of certified personnel to positions in the various schools and departments of the district shall be made by the superintendent of schools or his designee. Such transfer shall be based on providing the most effective teaching/learning situation in each individual instance and for the district as a whole.

Assignments within buildings are made by the building principal and may be adjusted as the enrollment pattern changes.

A certified person may request to transfer to another building, program or assignment by submitting such request through the district website. If more than one certified person has applied for the same vacant position, the transfer decision shall be based on the person's qualifications, including certification and experience in the grade level or subject area, and the overall staffing needs of each building and consulting with building administration.

Teacher Initiated Transfers

Certified personnel may make written application for transfer prior to May 1 utilizing the district website, for positions which may become available the ensuing school year. All requests for transfers will expire at the beginning of the ensuing school year, unless notification is received for continuation of the transfer request. If an employee's request for transfer has been denied, the employee shall be informed in writing and/or via e-mail in a timely manner.

Administrative Initiated Transfers

Necessary administrative initiated transfers shall have precedence over all other requests for transfers. Examples of necessary transfers may include but are not limited to, those which may be needed to achieve staff balance, to strengthen problem areas and to accommodate enrollment change.

3C.5 (continued)

Posting of Vacancies

All vacant certified positions and all vacant supplementary pay positions determined by the administration to be open shall be posted. The notice of vacancies shall be posted on the district website, on an established bulletin board in the district office and on an established bulletin board in all schools for at least five (5) school days prior to the vacancy being filled. During the months of June, July and August, vacancies will be posted at the district office and on the district website. After filling a posted position, resultant vacancies in certificated positions may be posted, at the discretion of the administration, in a similar manner, but such subsequent posting is not required.

Rev. 8/95, Rev. 3/10

3C.6 Payment for College Credit (March, 2010)

Certified staff who earn graduate college credit hours may be granted reimbursement equal to the cost of the class, not to exceed \$50 per semester hour, (not to exceed 8 hours per "school year"), provided that the individual has accepted reemployment by the district for the ensuing school term. A "school year" for reimbursement purposes is defined as beginning the first day of a regular school year and ending the day before the first day of the following school year.

For reimbursement for qualifying college credit hours, certified personnel must submit an official transcript which must include the following information:

1. Must verify course was completed prior to the first day of school.
2. Must indicate grade awarded.
3. Must verify number of credit hours received.
4. Must verify that the course was graduate credit.
5. Must include name, address, etc. of accredited college/university.

The official transcript must be submitted to the human resources office within 90 days after the termination of the semester in which the class was completed to qualify for reimbursement.

Payment for college credit will be made twice a year, November and February. Certified personnel attending the winter, spring or summer terms and not returning to the district for the beginning of the school year will not be reimbursed in November. Certified personnel attending the fall term and not returning to the district for the second semester will not be reimbursed in February. Individuals returning from leave of absence will be reimbursed at the time he/she commences active employment.

To be eligible for college credit, the college class must begin after the first day of employment.

Rev. 8/02, Rev. 3/10

3C.7 Credit for Previous Experience (April, 2006)

For teachers entering the system, credit for previous qualifying experience will be allowed, one year for each year taught up to the maximum step in each educational category. Employment in the Blue Springs School District prior to February 1 would entitle the person to one year experience on the salary schedule for the ensuing year.

Rev. 5/98, Rev. 4/06

3C.8 Compensation for Special Assignments (March, 1997)

Additional compensation may be allowed to teachers with special teaching duties or supervision of students that requires considerable time outside the regular school day. Compensation for special assignments shall be set by the board of education. **See Appendix 3C(2) thru 3C(4)** for schedule of special assignment compensation.

In an emergency situation in which the district is unable to fill a special assignment position with a contracted certified teacher qualified for the special assignment position, the superintendent of schools shall be authorized to employ non-faculty coaches/sponsors as per the regulations of the Missouri State High School Activities Association By-Laws, Section 124.0., based on the recommendation of the assistant superintendent-human resources and the appropriate principal.

A committee shall be activated annually to study the structure of the extra-duty pay schedule and to consider recommendations for additional extra duty activities. The committee will meet prior to March each year. This committee shall consist of the following representatives as indicated:

(a) Ex-Officio members:

*two board members to be appointed by the president of the board,

*President of the Community Educators Association, and the superintendent's designee, who will also serve as chairperson of the committee.

(b) The following representatives to be appointed jointly by the superintendent of schools and president of the Community Educators Association:

*six elementary representatives, grades kindergarten through five,

*six secondary representatives, grades six through twelve, and

*six administrators

Three representatives from each of the categories listed in (b) shall be appointed annually to serve a two-year term.

3C.9 Change of Classification

3C.9.1 Advanced Degree (September, 2001)

Certified personnel completing an advanced degree prior to the first day of regular school will be placed on the proper level of the salary schedule at the effective date of their contract.

Certified personnel completing an advanced degree after the first day of regular school and prior to April 1 of said school year, will be placed on the proper level of the salary schedule within 45 days of receipt of the official college transcript. The official college transcript must indicate the date the advanced degree was conferred. The effective date of the salary adjustment will be the date the advanced degree was conferred.

Advanced degrees completed after April 1 will be placed on the proper salary schedule for the next fiscal year.

3C.9.2 Additional Graduate Hours (March, 2010)

Certified personnel reaching a higher classification on the salary schedule due to completion of college credit prior to the first day of regular school will be placed on the proper level of the salary schedule at the effective date of their contract, if the official transcript is submitted by November 1. Any course that has subsequent meeting dates after the first day of school, or the semester ends after the first day of school will not be considered for changing the contract until the next fiscal year.

All transcripts must be submitted to Human Resources within ninety days after termination of the semester in which the class was completed. Contract changes for grade reports submitted after the April board meeting will be effective on the November 25 paycheck and the additional amount due will be included on the November 25 paycheck. Any grade reports submitted after November 1 will not be considered for changing of contract for the current year.

3C.9.2 (continued)

For consideration for a change of classification, certified personnel must submit a grade report, transcript (no on-line grade reports or transcripts will be accepted) and necessary verification which must include the following information:

1. Must verify course was completed prior to the first day of school.
2. Must indicate grade awarded.
3. Must verify number of credit hours received.
4. Must verify that the course was graduate credit.
5. Must include name, address, etc. of accredited college/university.

Any college credit taken during school hours will not be counted toward a change of classification.

Rev. 9/01, Rev. 4/06, Rev. 3/10

3C.9.3 **Graduate Credit** (June, 2008)

Graduate credit must be earned after the bachelor or master degree is conferred to qualify for higher classification on the salary schedule with the following exceptions:

1. If a teacher is taking courses during the last term/semester of bachelor or master study which include hours for that degree plus additional graduate hours that are not a part of the degree requirements, those additional hours will apply to graduate hours above bachelors or masters. These hours must be verified by the university.
2. If a teacher completes a masters program in an area of study (e.g., counseling and library science) that requires more graduate hours than a customary masters program, those additional hours will apply to graduate hours above masters up to a maximum of 8 additional hours. A customary masters program at the University of Missouri and Central Missouri State University requires 32 graduate hours.

Rev. 9/01, Rev. 4/06, Rev. 6/08

3C.10 Increment Increase (March, 2010)

Certified employees will be granted an increment increase July 1, if employed by February 1 of the previous year with annual approval of the Board of Education. Teachers may not advance more than one step on the salary schedule in any one year.

Rev. 12/99, Rev. 8/04, Rev. 3/10

3C.11 Vacations (July, 2009)

Certified personnel on twelve months employment will be entitled to vacation on the following schedule:

An employee in his/her first year of service will accrue vacation on a pro-rata basis for use in the following fiscal year, based upon the number of months they have been employed by the Blue Springs School District July 1 through June 30 of the current fiscal year.

<u>Years of Service</u>	<u>Days Accrued</u>	
	<u>Per Month</u>	<u>Days Per Year</u>
1 - 5 Years	.833	10 days per year
Greater than 5 years	1.25	15 days per year
Greater than 15 years	1.66	20 days per year

Vacation time earned by June 30 of any fiscal year must be taken during the next fiscal year, July 1 through June 30.

All vacations must be approved in advance by the superintendent or his designee. Certified personnel on less than twelve months employment are not entitled to vacation time. However, years of service as a full-time, 182 day or more employee will count towards vacation entitlement when assigned to a twelve month position. This would apply to years of employment in the Blue Springs School District only. When a resignation occurs before the end of the fiscal year, unused vacation days will be paid. When retirement occurs at the end of the fiscal year, unused vacation days will be paid.

Payment to the estate or legally identified heir(s) for earned vacation shall be made when employment ceases because of death.

Rev. 12/00, Rev. 7/09

3C.12 Holidays (March, 2010)

Paid holidays granted twelve (12) month certified employees shall be as follows:

- Independence Day
- Labor Day
- Thanksgiving Day and Friday following
- December 25, plus one additional day during the winter vacation as approved by the superintendent
- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Two (2) days during spring vacation to be determined by the superintendent of schools
- Memorial Day plus one additional day following the last day of school to be determined by the superintendent of schools

Rev. 9/01, Rev. 3/10

3C.13 Leave of Absence (March, 2010)

A leave of absence of not more than one school year may be granted to a certified employee for the purpose of additional study, travel, prolonged illness of self and/or immediate family, pregnancy, childcare following childbirth, or child adoption. In case of national emergency a leave of absence will be granted for obligatory military service as required by statute. Requests for leave of absence shall be submitted in writing to the immediate supervisor and superintendent of schools at least forty-five (45) days in advance of the first day of the leave of absence stating the expected duration of the absence and the reason. In cases where an emergency makes it impractical to give forty-five (45) days notice, requests for leave of absence shall be given immediately in writing to the immediate supervisor and superintendent of schools or his/her designee. The staff member shall have been a full-time certificated employee for not less than three (3) consecutive years immediately preceding the request for leave.

Staff who are applying for study, conference presentations, and/or travel with a government, educational, and/or private agency which, if accepted, would result in lost student contact time, must request leave in writing prior to application. Approval must be granted from the school/site administrator and the Assistant Superintendent of Human Resources prior to application or approval shall not be granted for leave. Loss of student contact time is strongly discouraged.

3C.13 (continued)

A certified employee who has been granted a leave of absence will be rehired provided a position is available for which the certified employee is qualified and the certified employee makes application for the position. Where obligatory military service was served during a national emergency, upon return, the certified employee will be re-employed to his/her former position, or a similar one.

No credit for time served during the leave of absence will be counted for pay purposes except for the years spent in obligatory military service, and no penalty will be assessed the certified employee for this absence. The leave of absence will not impair the tenure of a teacher. Probationary teachers do not accrue time toward tenure while on leave of absence. The leave of absence shall be without pay or benefits by the school district.

Certified employees granted a leave of absence shall retain their sick leave accumulation but shall not accumulate sick leave during the period of absence.

Rev. 9/01, Rev. 9/04, Rev. 3/10

3C.14 **Sick Leave**

3C.14.1 **Number of Days** (October, 2008)

The board of education shall grant to each certified employee *ten (10) days sick leave each contract period for the following reasons: (1) illness or injury of the employee; (2) illness or death in the immediate family - parents, brothers, sisters, spouse, children, grandchildren, grandparents, employee's in-laws of the same degree, or any person who is wholly dependent on the employee; (3) pregnancy - refer to pregnancy leave policy 3C.14.5; (4) any unused portion of the ten (10) days each contract period shall be allowed to accumulate to an unlimited number of days.

Teachers in their first year in the R-IV Schools shall be granted a maximum of five (5) days sick leave during the first semester. Sick leave days for teachers working less than a full school year contract period will be prorated.

Reimbursement for unused sick leave and up to two days of unused personal business leave shall be allowed for staff members who voluntarily leave the employment of the district after 20 years of service, or who leave the employment of the district and are eligible to receive benefits under The Public School Retirement System of Missouri. Payment for unused sick leave shall be at 50% of substitute pay.

3C.14.1 (continued)

No payment for unused sick leave shall be made when employment ceases because of involuntary termination, or death. For use of unused sick leave days upon retirement see policy 3A.15.

Rev. 12/00, Rev. 10/08

3C.14.2 **Special Requests** (September, 2001)

If an illness or death occurs to others of close relationship or connection, sick leave, if requested, may be granted by the principal.

3C.14.3 **Accumulated Leave** (June, 1995)

Any sick leave time used will be deducted from the accumulated time. At the beginning of the years following any deduction for illness, a number of days not to exceed ten (10) will be added to the accumulated days.

3C.14.4 **Notification of Absence** (March, 2010)

Each certificated employee should notify the building principal a day in advance when he/she is to be absent, whenever this is possible. The employee shall call the substitute employee management system as soon as possible when an illness or emergency arises that he/she cannot report to school in order to allow time to secure a substitute. The building principal may require notification of absence after the teacher has called the substitute employee management system.

Rev. 9/01, Rev. 3/10

3C.14.5 **Pregnancy/Adoption Leave** (July, 2009)

- (1) Application for pregnancy leave shall be made a minimum of 30 days in advance of the first day of leave and shall be accompanied by a physician's statement indicating anticipated date of incapacitation. **See Appendix 3C(5)**
- (2) Actual performance of duties will terminate at a time mutually agreed upon by the employee, employer and her physician. Her physician's written statement is required.
- (3) Accumulated sick leave and personal business leave shall be used through the duration of her incapacity as verified in writing by her physician. When available, vacation leave may be used for pregnancy leave.

3C.14.5 (continued)

- (4) An employee who is ineligible for FMLA leave may take up to six (6) weeks of leave for the birth of his/her child, adoption, first-year care or foster care of a child using a combination of sick leave or personal leave or vacation leave or unpaid leave. Pregnant employees who need more than six (6) weeks of paid or unpaid leave for pregnancy-related incapacity must provide certification of the medical necessity for such leave.
- (5) A physician's statement indicating that the employee is physically able to resume her full duties shall be presented prior to returning. If the employee does not return to her position at the conclusion of the incapacity, this voids the leave protection and shall automatically be treated as a voluntary resignation.
- (6) Refer to 3C.13 for a year's leave of absence for pregnancy reasons.
- (7) An employee who is a prospective parent requesting leave for the adoption, will notify the district that an adoption is pending and provide the district with a statement from the social agency handling the adoption. The prospective parent will also be required to notify the district as soon as they receive notification from the adoption agency that the adoption has been scheduled.
- (8) Leave that qualifies for Family and Medical Leave Act protection will be administered in accordance with federal law. (See Section 3A.27 for policy on Compliance with the Family and Medical Leave Act of 1993.)

Rev. 11/96, Rev. 7/09

3C.14.6 **Bereavement Leave** (July, 2009)

After all sick leave and personal business days have been used as outlined in policy 3C.14.1, the board of education shall grant to each certified employee up to three (3) days paid leave each contract period for the death of an immediate family member - parents, brothers, sisters, spouse, children, grandchildren, grandparents, employee's in-laws of the same degree, or any person who is wholly dependent on the employee. Any unused portion of the three (3) days each contract period shall not be allowed to accumulate.

The district may require verification for the need for the leave.

Rev. 5/98, Rev. 7/09

3C.15 Evaluation Procedures

General (August, 2003)

The unit principal or his/her assistant shall evaluate all certified personnel under his/her supervision using the performance based evaluation procedure.

Teacher evaluation is threefold in purpose: (1) to improve instruction (2) to protect children from incompetent teachers (3) to support recommendations for reemployment.

The evaluation report shall be written on the approved performance based evaluation instrument and shall be signed by the teacher and principal. The official copy of the evaluation shall be placed in the teacher's personnel file in the central office by March 1, and the teacher and principal shall also receive a copy of the evaluation.

Probationary Teachers (August, 2003)

Prior to March 1 annually all probationary teachers shall be evaluated using an approved performance based evaluation instrument.

Except in those cases where there may be just cause under the law to immediately terminate a probationary teacher following the evaluation, if in the opinion of the administration any probationary teacher has been doing unsatisfactory work, the Board of Education, through its authorized administrative representative, shall provide the teacher with a written statement setting forth his/her alleged incompetence (includes inefficiency and insubordination) and specifying the nature thereof, in order to furnish the teacher an opportunity to correct his/her fault and overcome any incompetence.

On or before the 15th day of April, in each school year, the board of education, upon recommendation of the administration shall notify a probationary teacher who will not be retained by the school district, of the termination of his/her employment.

Permanent Teachers (August, 2003)

Evaluation of permanent teachers shall be in accordance with the general policy and any written standards of the District, which may be amended from time to time to meet District needs and State of Missouri regulatory demands. Overall, the District, in the evaluation process, will be mindful and follow, where relevant, the Missouri Teacher Tenure Act.

Permanent teachers shall be observed and evaluated annually according to the formative phase procedures established in the performance based teacher evaluation process. Each teacher shall receive a summative evaluation every three years. The formative phase and the summative phase shall be as defined by the superintendent of schools and as directed by the District. Evaluations may occur more frequently if deemed necessary by an

3C.15 (continued)

administrator or requested by the teacher. A three-year cycle shall be implemented with one-third of the permanent teaching staff being evaluated each year. The administrator shall determine the placement of permanent teachers on a three-year rotation and submit this plan to the superintendent of schools for approval.

In the event the evaluation process suggests that a permanent teacher is incompetent, inefficient or insubordinate, or that there is other cause for termination of employment then the superintendent of schools may proceed to take all actions deemed necessary to attempt to remove the causes of terminations and/or proceed to permanent teacher termination, all in accordance with the provisions of the Teacher Tenure Act. Such action shall be taken on or before the regular board meeting in April and prior to April 15.

3C.16 **Tenure Act** (September, 2001)

The Blue Springs R-IV Board of Education shall adhere to the regulations of the Teacher Tenure Act in accordance with Missouri Public School Law 168.102 to 168.130.

3C.17 **Duties and Responsibilities** (May, 1998)

Each teacher is directly responsible to their building principal and will promptly, accurately, and consistently carry out that principal's instructions. All teachers will familiarize themselves with the Policies of the Board of Education and the teacher and student handbooks for their particular building.

All form letters and bulletins from a teacher to the home, or to other teachers, shall be with the knowledge and consent of the building principal.

Electronic mail shall be used for dissemination of educational information and for administrative purposes and shall not be used for distribution of any professional, civic or service organization. Accurate lists of membership for professional educational organizations shall be filed with the secretary to the superintendent at the Blue Springs administrative center no later than October 1 each year. With the timely submission of these lists the organizations are entitled to use district means (traditional and electronic) to distribute and/or disseminate information related to its purpose to its membership. Failure to follow these procedures will result in graduated penalties: (1) warning, (2) Performance Improvement Plan (PIP), and (3) disconnection from the e-mail service. Presidents or organizations are responsible for informing and discouraging their membership from misusing the system. The membership lists must be updated twice during the school year; December 1 and February 1. Any professional educational organization that fails to submit a membership list by October 1 will not be permitted the use of

3C.17 (continued)

electronic mail for the distribution of information to its membership for that school year.

Professional educational organization's communications may be distributed to the members only via the traditional mailboxes providing an official membership list has been provided as outlined in the paragraph above. Any information to be placed on a bulletin board must be signed by the building principal.

The Blue Springs Community Education Association is recognized and shall remain the sole professional channel of communication for matters of common interest and concern between the board of education and the teachers.

3C.18 **Records Required**

Transcript of Credit (August, 1995)

On or before the first day of school, a complete transcript of college credit is to be filed with the human resources department or no payment for service will be made. Degrees must be substantiated by transcript.

Teaching Certificate (August, 1995)

On or before the first day of school, an active teaching certificate issued and/or approved by the state department of education shall be filed with the human resources department.

3C.19 **Teacher Dress** (October, 2001)

All teachers shall maintain a neat professional appearance. Extremes in wearing apparel or personal appearance, which interfere with the intended function of the school, will not be considered as acceptable school dress.

3C.20 **Payroll Deduction** (June, 2001)

Professional fees for certified personnel may be deducted from the payroll check over a four-month period for CEA, MSTA, and MNEA provided the annual dues amount is a sum of at least \$15.00. Verification of organization membership shall be through procedures outlined in policy 3C.17, Duties and Responsibilities.

3C.21 **Professional Staff Grievance Procedure** (August, 1998)

Introduction

The Blue Springs School District shall provide an effective internal means for resolving employee grievances. Complaint processing should be viewed as a positive and constructive effort to establish the facts upon which the complaint is based and come to a fair conclusion. Employees will not be discriminated against nor will reprisal be attempted against an employee because he/she has filed a complaint. The employee and supervisor will have attempted to informally resolve the situation prior to filing a grievance.

Definitions

1. Grievant: A grievant shall mean any certified employee of the Blue Springs School District; further defined as an individual holding a teaching certificate and employed in that job classification.
2. Grievance Committee: A Grievance Committee shall be appointed annually in July with the assistant superintendent-human resources and the immediate past president of the Community Educators Association serving as co-chairpersons of the committee. The President of the Community Educators Association shall appoint four members to the committee and the superintendent of schools shall appoint four members to the committee. If there is a tie vote of the grievance committee the co-chairs will vote in an attempt to break the tie. If there is still a tie vote the grievance will go to Level 3.
3. Grievance: Any violation, misapplication, or misinterpretation of school policies, rules, practices and the regulations; any condition which might create a hardship, or be injurious to the employee's health and/or safety. The evaluation process, and/or employment, and/or termination of employment of an employee is not a grievable issue, (including, but not limited to, Performance Improvement Plan (PIP), career ladder and related issues)
4. Day: A working day.
5. Certified Personnel: Individuals under contract to the Blue Springs R-IV School District.
6. Signature Form for Participation in Staff Grievance Procedures: **See Appendix 3C(6) & 3C(7)**
7. External Representative: A representative of choice.
8. Internal Representative: A certified employee of the Blue Springs School District.

Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solution to problems which may from time to time arise affecting the welfare or working conditions of certified staff members. All parties agree that these proceedings will be kept confidential and all proceedings and records will be closed.

3C.21 (continued)

2. The time limits may be extended by the mutual agreement committed in writing, prior to expiration of the time limit.
3. Once the grievance has been initiated it will be the responsibility of the grievant to see that the signature form is filled out at each level.

General Procedure

1. A grievant may be represented at all levels of the grievance procedure with a Blue Springs School District internal representative. At Level 2 and at Level 4 an external representative may be present in lieu of the internal representative.
2. It shall be the responsibility of the assistant superintendent-human resources to see that all documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of any of the participants.
3. Five years after the grievance decision is final, all documents, communications, and records dealing with the process of a grievance shall be destroyed.
4. Failure to render a decision within the prescribed time at any level will be interpreted as automatic movement to the next step.
5. A grievant who fails to process a grievance within the requisite time limits shall be deemed to have accepted the last response given and to have waived any further right of appeal.
6. Grievances may be withdrawn at any level of the grievance procedure.
7. The district may expedite grievances to a higher level of process without completion of earlier levels.
8. The district may consolidate grievances, which raise similar issues; however, if such consolidation occurs, the decision as to each grievance shall be issued separately.

Procedures

Level One

Within five (5) days of the occurrence of facts giving rise to a grievance, grievant may file a first-level grievance with the grievant's immediate supervisor. The immediate supervisor shall meet with grievant within five (5) days to discuss the grievance on a one to one basis and shall respond in writing to grievant within five (5) days after meeting with the grievant. The immediate supervisor's response shall be either: (1) state the agreed upon basis for resolution of the grievance signed by grievant and the immediate supervisor; or (2) state the immediate supervisor's decision and the rationale therefore.

Level Two

In the event the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may choose one of two options; either option must be filed within five (5) days of completion of Level One:

- (a) the grievant may submit the written grievance to the assistant superintendent-human resources who will convene the grievance committee, (appointed by the President of the Community Educators Association and the superintendent of schools), for the purpose of examining evidence of the grievance in the case submitted. The grievance committee will consider all relevant evidence presented in connection with the grievance and may request individuals to testify before the committee. The grievant may be represented at this level by an internal representative of his/her choice. The names of all individuals who will testify before the committee shall be submitted to the committee co-chairpersons, with the grievant and the grievance committee members being given a list of those individuals prior to the convening of the grievance committee. Within ten (10) days after receipt of the written grievance, the grievance committee shall convene and develop a recommendation as to what action should be taken to resolve the grievance, and the committee's recommendation shall be delivered to the superintendent and the grievant. If there is a tie vote of the grievance committee the co-chairs will vote in an attempt to break the tie. If the vote is still tied, the grievance may go to Level Three with no recommendation. The committee shall respond in writing to grievant within five (5) days of the meeting of the committee, or
- (b) the grievant may move directly to Level Three and will meet on a one to one basis with the superintendent of schools.

3C.21 (continued)

Level Three

In the event the grievant selects option "a" at Level Two and the grievant is not satisfied with the recommendation of the grievance at that level, the grievant may submit the written grievance within five (5) days after the committee's decision to the superintendent. A meeting with the superintendent and the grievant may occur at the discretion of the superintendent within ten (10) days of receipt of the grievance. If a meeting between the grievant and the superintendent does occur the grievant may be represented at this level by an internal representative. The superintendent will consider the recommendations of the Grievance Committee, may accept, deny or modify the recommendations, and will respond to the grievance within five (5) days after meeting with the grievant.

In the event the grievant selects option "b" at Level Two the grievant will meet with the superintendent to discuss the grievance. The grievant may be represented at this level by an internal representative. The superintendent will consider the grievance and will respond within five (5) days after meeting with the grievant.

Level Four

In the event the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant may submit the written grievance within five (5) days thereafter to the board of education. Upon receipt of the appeal, the board shall place the appeal on the agenda of the earliest practical meeting of the board following receipt of the record of the grievance. The board will hear and decide the appeal in closed executive session.

The board of education will consider all relevant evidence presented in connection with the grievance and may request individuals to testify before the board. The grievant may be represented at this level by a Blue Springs School District certified employee representative or an external representative. If the representative is an attorney, the board president must be notified, in writing, at least 24 hours in advance of the hearing so the district may also arrange for legal representation at the hearing, as it is not normal procedure for the district to have an attorney present at a hearing. The board shall issue a decision within twenty-five (25) days after the hearing. The decision of the board of education shall be final.

3C.22 Substitute Teacher Policy (November, 1996)

Substitute teachers shall have (1) a minimum of 60 semester hours of credit from a college or university accredited for teachers' education, and (2) hold at minimum a 45-day valid certificate from the state department of education.

Substitute teachers pay shall be at the rate set annually by the board of education. **See Appendix 3C(8)** If a substitute is absent during the first ten days of a long-term assignment the consecutive count will start over at day one. If absent on any occasion after the first ten days of a consecutive assignment, the count will not be affected.

Rev. 11/96, Rev. 12/08

3C.22.1 Permanent Substitutes (November, 1996)

The board of education shall allow the employment of permanent substitute classroom teachers. Permanent substitute teachers shall have a valid Missouri teaching certificate. Permanent substitute teachers shall sign a classified personnel agreement and shall be paid at the substitute rate as defined in board policy **3C.22**. Permanent substitutes shall be allowed fringe benefits as per board policy for classified employees, with the exception of holidays and vacations which shall coincide with those of students.

3C.23 National Board Certification (September, 2002)

The Board of Education recognizes the value of certified classroom teachers gaining National Board Certification (NBC). In order to reward those who have attained NBC and encourage other certified classroom teachers to attain NBC, an annual salary adjustment of five percent (5%) of the teacher's contracted base salary shall be made for those teachers who have attained or attain NBC. Salary adjustments shall commence with the 2002-03 school year. Thereafter, if NBC is earned prior to April 1, the adjustment shall be made under the current contract and become effective from the date NBC is attained. If NBC is earned after April 1, the adjustment shall be made based on the terms of the new contract and shall become effective on the effective date of the new contract. A teacher attaining NBC shall submit proof of certification to the Department of Human Resources before any payments shall be made. The adjustment provided for herein shall be made each year NBC is attained provided the teacher continues his/her employment with the district as a classroom teacher and takes all necessary steps to maintain NBC. This policy is subject to revision based on the terms of any future legislation by the state of Missouri.

**2010 - 2011
BLUE SPRINGS SCHOOL DISTRICT
CERTIFIED SALARY SCHEDULE**

Step	A	B	C	D	E	F	G	H	I	J
	B.S Degree	B.S.+ 8 Grad. Hrs.	B.S. + 16 Grad. Hrs.	B.S. + 24 Grad. Hrs.	M.S Degree	M.S. + 8 Grad. Hrs.	M.S. + 16 Grad. Hrs.	M.S. + 24 Grad. Hrs.	M.S. + 32 Grad. Hrs.	Spec. or M.S. + 40
19										\$71,747
18							\$60,132	\$61,135	\$62,157	\$64,127
17							\$58,803	\$59,807	\$60,829	\$62,467
16					\$55,010	\$55,951	\$57,477	\$58,479	\$59,500	\$61,075
15					\$53,819	\$54,753	\$56,148	\$57,152	\$58,174	\$59,681
14					\$52,497	\$53,428	\$54,622	\$55,625	\$56,645	\$58,085
13					\$51,373	\$52,298	\$53,428	\$54,393	\$55,452	\$56,857
12			\$42,566	\$43,194	\$50,248	\$51,170	\$52,231	\$53,162	\$54,258	\$55,630
11			\$41,967	\$42,595	\$49,191	\$50,108	\$51,104	\$51,934	\$53,127	\$54,470
10			\$41,366	\$41,997	\$47,389	\$48,281	\$49,227	\$50,040	\$51,211	\$52,495
9	\$39,227	\$39,794	\$40,393	\$41,022	\$46,154	\$47,044	\$47,957	\$48,771	\$49,943	\$51,194
8	\$38,629	\$39,195	\$39,794	\$40,423	\$45,312	\$46,200	\$47,078	\$47,891	\$49,064	\$50,312
7	\$38,030	\$38,597	\$39,195	\$39,824	\$43,823	\$44,695	\$45,530	\$46,331	\$47,488	\$48,718
6	\$37,432	\$37,998	\$38,597	\$39,227	\$42,994	\$43,864	\$44,662	\$45,466	\$46,621	\$47,852
5	\$36,142	\$36,699	\$37,286	\$37,905	\$40,920	\$42,016	\$42,767	\$43,551	\$44,678	\$45,880
4	\$35,187	\$35,742	\$36,330	\$36,945	\$39,734	\$40,826	\$41,546	\$42,330	\$43,456	\$44,656
3	\$34,661	\$35,216	\$35,803	\$36,421	\$39,142	\$40,230	\$40,951	\$41,734	\$42,862	\$44,038
2	\$34,134	\$34,691	\$35,277	\$35,896	\$38,549	\$39,635	\$40,355	\$41,139	\$42,266	\$43,418
1	\$34,000	\$34,164	\$34,753	\$35,371	\$37,957	\$39,040	\$39,761	\$40,543	\$41,672	\$42,797

Full time employees who complete 28 years or more of service with the Blue Springs School District will be paid an additional \$1,000.

BLUE SPRINGS R-IV SCHOOL DISTRICT EXTRA DUTY SALARY SCHEDULE 2010-11

The Extra Duty Salary Schedule remains unchanged for the 2010-11 school year.

The Extra Duty Salary Schedule has 15 steps for years of experience. For coaches and sponsors new to the district or to the assignment, credit for previous experience may be allowed, one year for each year of experience.

The Director of Athletics will complete a Performance Based Activities Evaluation on all head coaches/sponsors on a three-year basis. Coaches and sponsors new to the district, or to the assignment, will be evaluated using the PBAE the first year and thereafter on a three-year basis. Assistants will be evaluated by their immediate supervisor the first year and thereafter on a three-year basis.

The Director of Fine Arts will complete a Performance Based Activities Evaluation Performance Based Activities Evaluation on all personnel that he/she is responsible for supervising. The principal will complete a Performance Based Activities Evaluation on all personnel that he/she is responsible for supervising. These evaluations will be on the three-year cycle.

Assistant Head Coach Criteria:

An assistant head coaching position is provided for all sports except tennis, cross country and golf. Football has two assistant head coaching positions. It is the responsibility of the head coach to recommend and designate the assistant head coach in each sport. The Principal, Director of Athletics, and Assistant Superintendent of Human Resources must approve the recommendation. The head coach is responsible for defining the duties and responsibilities of the assistant head coach in his/her particular sport. An assistant coach who is promoted to assistant head coach will move up vertically on the Extra Duty Salary Schedule and start at the next step on the higher level.

Elementary Musical Performance Criteria:

An elementary school with a full-time music teacher responsible for before/after school vocal music practices and before/after school musical performances both in school and in the community, may recommend compensation for the additional assignment on the Extra-Duty Salary Schedule. Such compensation will be from *.01 to .05* of the compensation scheduled to category H of the Extra Duty Salary Schedule.

Elementary Extra Duty:

Recommendations for elementary activity programs will be made by the principal with input from each site committee. Clubs and activities could include, but not be limited to, Special Olympics, math club, science fair, etc.

Less than Full Time Extra Duty Positions:

When a coach and/or sponsor is not available to perform the full-time duties of a position on the Extra Duty Salary Schedule, the compensation for that position will be prorated according to the time spent on the position. For example, two (2) sponsors may share a job and each receive fifty percent of the scheduled compensation or an assistant may be available only seventy percent of the time and will be compensated accordingly, (FTE=.7).

BLUE SPRINGS SCHOOL DISTRICT

EXTRA DUTY SALARY SCHEDULE

2010-11

Group	Position	Level	Year														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
A	Head	A1	\$6,700	\$6,700	\$6,700	\$6,700	\$6,700	\$7,035	\$7,102	\$7,169	\$7,236	\$7,303	\$7,370	\$7,370	\$7,370	\$7,370	\$7,370
	Ass't Head	A2	\$5,025	\$5,025	\$5,025	\$5,025	\$5,025	\$5,276	\$5,327	\$5,377	\$5,427	\$5,477	\$5,528	\$5,528	\$5,528	\$5,528	\$5,528
	Ass't	A3	\$4,469	\$4,469	\$4,469	\$4,469	\$4,469	\$4,692	\$4,737	\$4,782	\$4,826	\$4,871	\$4,916	\$4,916	\$4,916	\$4,916	\$4,916
B	Head	B1	\$5,695	\$5,695	\$5,695	\$5,695	\$5,695	\$5,980	\$6,037	\$6,094	\$6,151	\$6,208	\$6,265	\$6,265	\$6,265	\$6,265	\$6,265
	Ass't Head	B2	\$4,271	\$4,271	\$4,271	\$4,271	\$4,271	\$4,485	\$4,528	\$4,570	\$4,613	\$4,656	\$4,698	\$4,698	\$4,698	\$4,698	\$4,698
	Ass't	B3	\$3,799	\$3,799	\$3,799	\$3,799	\$3,799	\$3,988	\$4,026	\$4,064	\$4,102	\$4,140	\$4,178	\$4,178	\$4,178	\$4,178	\$4,178
C	Head	C1	\$5,025	\$5,025	\$5,025	\$5,025	\$5,025	\$5,276	\$5,327	\$5,377	\$5,427	\$5,477	\$5,528	\$5,528	\$5,528	\$5,528	\$5,528
	Ass't	C2	\$3,352	\$3,352	\$3,352	\$3,352	\$3,352	\$3,519	\$3,553	\$3,586	\$3,620	\$3,653	\$3,687	\$3,687	\$3,687	\$3,687	\$3,687
D	Head	D1	\$4,188	\$4,188	\$4,188	\$4,188	\$4,188	\$4,397	\$4,439	\$4,481	\$4,523	\$4,564	\$4,606	\$4,606	\$4,606	\$4,606	\$4,606
	Ass't	D2	\$2,782	\$2,782	\$2,782	\$2,782	\$2,782	\$2,921	\$2,949	\$2,977	\$3,004	\$3,032	\$3,060	\$3,060	\$3,060	\$3,060	\$3,060
E	Head	E1	\$3,350	\$3,350	\$3,350	\$3,350	\$3,350	\$3,518	\$3,551	\$3,585	\$3,618	\$3,652	\$3,685	\$3,685	\$3,685	\$3,685	\$3,685
	Ass't	E2	\$2,234	\$2,234	\$2,234	\$2,234	\$2,234	\$2,346	\$2,369	\$2,391	\$2,413	\$2,436	\$2,458	\$2,458	\$2,458	\$2,458	\$2,458
F	Head	F1	\$2,613	\$2,613	\$2,613	\$2,613	\$2,613	\$2,744	\$2,770	\$2,796	\$2,822	\$2,848	\$2,874	\$2,874	\$2,874	\$2,874	\$2,874
	Ass't	F2	\$1,743	\$1,743	\$1,743	\$1,743	\$1,743	\$1,830	\$1,847	\$1,865	\$1,882	\$1,900	\$1,917	\$1,917	\$1,917	\$1,917	\$1,917
G	Head	G1	\$2,010	\$2,010	\$2,010	\$2,010	\$2,010	\$2,111	\$2,131	\$2,151	\$2,171	\$2,191	\$2,211	\$2,211	\$2,211	\$2,211	
H	Head	H1	\$1,173	\$1,173	\$1,173	\$1,173	\$1,173	\$1,231	\$1,243	\$1,255	\$1,266	\$1,278	\$1,290	\$1,290	\$1,290	\$1,290	
I	Head	I1	\$838	\$838	\$838	\$838	\$838	\$879	\$888	\$896	\$905	\$913	\$921	\$921	\$921	\$921	

Approved by the Board of Education June 14, 2010

BLUE SPRINGS SCHOOL DISTRICT

EXTRA DUTY SALARY LEGEND

2010-11

A	B	C	D	E	F	G	H	I
High School								
Athletic Director B/G Basketball Football	Baseball Marching Band B/G Soccer Softball B/G Swimming B/G Track Volleyball Wrestling	Cheerleading Debate Drama Dance Team Forensics	B/G Cross Country B/G Golf B/G Tennis	Color Guard (ROTC) Instrum (Contest) Newspaper Student Senate Vocal (Contest) Yearbook	Art Competition Color Guard Jazz Band Musical Pep Band Orchestra (Contest) Winter Color Guard Winter Perc/Drumline	DECA Literary Magazine	FBLA FCCLA Math Club Mock Trial National Honor Society Project Lead the Way ProStart Robotics Team Scholar Bowl USA Skills Weight Room/Season Winter Dance Team	Intramurals/Season
Middle School								
				Athletic Director B/G Basketball Football Instrumental Music Track Vocal Music Volleyball	B/G Cross Country Drama Forensics Newspaper Yearbook	Scholar Bowl Strategizer Student Senate	Computer Club Math Club Science Club Science Fair Sign Club	Intramurals/Season
Elementary School								
							Musical Performance	
Student Assistance Program Coord.	Elem \$825	Middle School \$825	High School \$825		Special Olympic Bowling Coach	\$600		
504 Coordinator	Elem \$45/student	Middle School \$45/student	High School \$45/student		Special Olympic Basketball Coach	\$1,000		
Summer School Night School	\$21/hour \$21/hour				Special Olympic Track & Field Coach	\$600		
Grant Writing, AEL	\$21/hour							

Elementary & Liggett Trail Education Center Extra Duty: \$2000 per building; \$2500 Lucy Franklin Elementary & Voy Spears Elementary

Approved by the Board of Education June 14,2010
Appendix 3C(4)

**BLUE SPRINGS SCHOOL DISTRICT
PREGNANCY LEAVE APPLICATION**

This form needs to be completed and submitted to the Human Resources Department a minimum of 30 days prior to the expected due date.

(Name)

(School)

(Date)

Approximate due date _____

Expected date for leave to begin _____

Approximate length of incapacity (Physician statement required) _____

Do you plan to return at the end of the period of incapacity? _____

Do you plan to request an extended leave of absence after incapacity? _____

Expected date for leave to end: _____

Signature

FOR HUMAN RESOURCES USE ONLY:

Approved: _____
Assistant Superintendent, Human Resources

Date _____

**SIGNATURE FORM FOR PARTICIPATION IN
STAFF GRIEVANCE PROCEDURE**

DATE INCIDENT OCCURRED _____ TODAY'S DATE _____

GRIEVANCE INITIATED BY: _____

SHORT DESCRIPTION OF GRIEVANCE _____

SIGNATURE, GRIEVANT _____

LEVEL ONE

INITIAL CONTACT DATE _____ RESPONSE DATE _____

PARTICIPANTS _____

RESULTS _____

SIGNATURE, IMMEDIATE SUPERVISOR _____

LEVEL TWO (a) SELECTED YES _____ NO _____

INITIAL CONTACT DATE _____ RESPONSE DATE _____

PARTICIPANTS _____

RESULTS _____

SIGNATURE, ASST. SUPERINTENDENT HUMAN RESOURCES _____

LEVEL TWO (b) SELECTED YES _____ NO _____
(AUTOMATICALLY MOVE TO LEVEL THREE)

SIGNATURE, ASST. SUPERINTENDENT HUMAN RESOURCES _____

LEVEL THREE

INITIAL CONTACT DATE _____ RESPONSE DATE _____

PARTICIPANTS _____

RESULTS _____

SIGNATURE, SUPERINTENDENT OF SCHOOLS _____

LEVEL FOUR

INITIAL CONTACT DATE _____ RESPONSE DATE _____

PARTICIPANTS _____

GENERAL COMMENTS _____

RESULTS OF GRIEVANCE _____

SIGNATURE, PRESIDENT BLUE SPRINGS BOARD OF EDUCATION _____

2010-11

SUBSTITUTE TEACHER SALARY SCHEDULE

Daily	\$ 80.00
Long-term Sub (10 consecutive days or more) (paid beginning on first day)	\$ 100.00