

Meramec Valley R-III School District  
and  
Meramec Valley NEA

Collective Bargaining Agreement  
For the 2023-2024 School Year

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## OPENING STATEMENT

The School District of Meramec Valley R-III (“District”) and the Meramec Valley National Education Association (“Association”), enter into this initial Agreement on this \_\_\_ day of \_\_\_\_\_, 2023. The term of Agreement shall begin as of the date the final party executes this Agreement as shown above and shall end June 30, 2024.

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## ARTICLE 1 - PURPOSE AND DEFINITIONS

### PREAMBLE

The District and Association declare their mutual aim and responsibility to provide a quality education for the children of the District and to further to the fullest extent the establishment and maintenance of good working conditions, good relationships, peaceful resolution of disputes and the economic well-being of the District and Bargaining Unit.

The Association and District agree that the District is under the general control and management of the Board of Education, who possesses the authority to adopt necessary policies for the purpose of carrying out its responsibilities as it deems necessary, within the limitations set forth by applicable law.

#### 1.1 Employee Relations

The Board of Education of the Meramec Valley R-III School District and representatives of the Meramec Valley NEA will bargain in good faith.

#### 1.2 Recognition of the Association

The District recognizes the Association as the exclusive bargaining representative for the purpose of collective bargaining regarding matters relating to salaries, hours of employment and other terms and conditions of employment for the following bargaining unit:

Included: All Full-time and regular part-time certified staff employed by the Meramec Valley R-III School District

Excluded: Supervisors, administrators, and all other employees

#### 1.3 Definitions

1. "Bargaining Unit" shall be defined as the group of employees represented by the MVNEA in negotiations for a collectively bargained agreement with the District which includes instructional employees who are required by law to hold a certificate issued by the Department of Elementary and Secondary Education to serve in their positions, including classroom teachers, academic counselors, educational support counselors, school social workers, school psychological examiners, school psychologists, librarians/media specialists, speech and language pathologists, and certified early childhood classroom teachers are members of the Bargaining Unit.

2. "MVNEA," Meramec Valley Missouri National Education Association, the MVNEA elected by employees in the bargaining unit to represent the unit to negotiate a collectively bargained agreement with the District.
3. "District," shall be defined as the Meramec Valley R-III School District, the Board of Education and its administration, collectively.
4. "Board" or "Board of Education," shall be defined as the representative body elected by the registered voters of the Meramec Valley R-III School District to exercise general supervision over the schools of the District, and to ensure that the schools are maintained as provided by the state statutes, the rules and regulations of the Missouri State Board of Education and/or the Missouri Department of Elementary and Secondary Education, and the policies, rules and regulations of the District, and responsive to the educational needs and the imposed financial constraints of the District.
5. "Parties," shall be defined as the District and Meramec Valley National Education Association, collectively.
6. "Proposal," shall be defined as a written submission requesting a change or new term or condition of employment for Members of the Bargaining Unit or term of this Agreement presented by either party, for negotiation under the terms of this Agreement.
7. "Day," shall be defined as working days and exclude weekends, holidays, and other days the District is not open, unless otherwise specified herein.
8. "Member" or "Employee", shall be defined as any employee in the Bargaining Unit.

#### 1.4 Dissemination of Agreement

The ratified and signed Agreement will be posted on the Human Resources page of the District's website.

## ARTICLE 2 - NEGOTIATIONS

### 2.1 Bargaining Teams

Each party shall name its own negotiating team. The Association shall designate a team of up to six (6) members. The Board shall designate a team of up to six (6) members. Subject matter experts may be invited to speak as needed but will not serve as members of the negotiating team.

The District agrees not to collectively bargain with any other employee organization or individual who is part of the bargaining unit on any matter subject to bargaining or the terms and conditions of this Agreement, in accordance with applicable law.

### 2.2 Establishment of Ground Rules

Specific ground rules for negotiations may be established prior to the first bargaining session by agreement of the Parties.

### 2.3 Negotiations Process

As a part of the negotiations process, the Association will present proposals to the District. The District may present proposals for negotiation. The District shall discuss proposals with the Association, and upon completion of such discussions, the results shall be reduced to writing and be presented to the Bargaining Unit and to the District's Board of Education ("Board"), for their ratification or rejection. The Association shall present the results of the discussions to the Bargaining Unit for ratification or rejection in a manner consistent with the process established by the Association. The District and MVNEA recognize that neither group is obligated to reach an agreement with the other regarding terms and conditions of employment.

### 2.4 The Tentative Agreement

Upon ratification by the Association and the Board of Education, this agreement shall become the current agreement. The Agreement will include a Signature Page signed by the President(s) of the Association and the Board and all bargaining team members.

### 2.5 Contract Ratification

MVNEA will notify the Board, via the Assistant Superintendent of Personnel and Student Services, in writing of the outcome of the ratification vote. If ratified by the Bargaining Unit, the Agreement will be submitted to the Board of Education for ratification or rejection.

### 2.6 Impasse

If no agreement is reached on a mandatory subject of collective bargaining, an impasse can be declared by either party. Upon declaration of impasse, the Board will schedule a meeting within ten (10) working days to hear a report by a representative of the District negotiation team and a

representative of the MVNEA negotiation team. The team representatives shall report on all tentative issue agreements and set forth the teams' respective positions on all mandatory bargaining issues at impasse, which shall include each parties' written proposals related thereto. The Board of Education shall, within ten (10) working days following the meeting, provide the negotiation teams with its responses and recommendations regarding the mandatory bargaining issues at impasse. The negotiation teams shall reconvene within ten (10) working days following receipt of the Board's response to further negotiate in an attempt to reach an agreement. Should agreement be forthcoming, the ratification process set forth herein shall be followed. Should the parties fail to reach agreement, the parties will jointly request mediation services through Federal Mediation and Conciliation Services or will jointly agree upon a third-party mediator at no cost to the District. For the purposes of this subsection, mandatory subjects shall mean wages, benefits, hours, leaves, and other working conditions of Bargaining Unit employees.

If agreement cannot be reached within ten (10) working days of the deliberation with a mediator, all provisions of the Current Agreement including the existing salary schedule, without salary step increases, shall remain in effect until a Successor Agreement is negotiated and ratified.

#### 2.7 Board of Education Statutory Authority

Agreements reached through the negotiations process which are ratified by the parties shall become an Agreement which shall constitute a binding agreement that may not be unilaterally changed. Board Policies shall govern on all matters not covered by a specific provision in this Agreement.



## ARTICLE 3 - DISTRICT RIGHTS AND AUTHORITY

### 3.1 Agreement Consistency with Board Policy

Both parties agree that the Board has the authority to adopt policies for the purpose of carrying out its responsibilities as it deems necessary, within the limitations set forth by applicable law. The MVNEA and the District agree to follow the terms of this Agreement to the extent the terms of this Agreement are consistent with applicable law. In the event of a conflict or inconsistency in the terms of this Agreement and Board policies and/or regulations, this Agreement shall govern relative to Bargaining Unit employees. In the event of a conflict or inconsistency in the terms of this Agreement and applicable law, applicable law shall govern.

### 3.2 District Authority

District Authority Altered Only by Specific and Express Agreement. Nothing in this Agreement shall limit, or be construed to limit, the rights, powers, prerogatives and authority, derived from applicable law. Such rights, powers, prerogatives and authority are retained by the District and its Board and remain solely and exclusively within the rights of the District, and the exercise of such rights is not subject to the grievance or other dispute resolution procedures recognized by this Agreement. Included in such rights, but not in limitation thereof, are the following rights:

1. To determine the District's mission, objectives, policies and budget;
2. To determine and set all standards of service offered to the public;
3. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs;
4. To delegate authority to the Administration, as necessary, for the development and organization of the means and methods of instruction and the performance of professional duties according to Board policy, subject to the provisions of law;
5. To introduce new or improved methods, equipment and facilities;
6. To establish, modify or eliminate programs, curriculums and/or courses of instruction, including special programs and athletic, recreational and social events for students;
7. To determine whether to provide or purchase goods and services;
8. To determine the number of employees it shall employ in any classification, certification, school, building, department or operating unit at any time, all as deemed necessary or advisable by the Board;
9. To hire all employees and to determine their qualifications.
10. To determine employee conditions for employment or continued employment and subject to the provisions of existing law and the terms of this Agreement.

11. To discipline, dismiss, demote, evaluate, promote, transfer or lay off any employee, subject to provisions of law and the terms of this Agreement.

12. To determine the academic calendar; and,

13. To determine the duties, responsibilities and assignments of those individuals in the Bargaining Unit.

### 3.3 Rights Under the Law

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

### 3.4 Fact Finder

In the event a dispute resolution procedure is used as a part of the grievance procedure in this Agreement, any fact finder shall not have the right to extract from or impair the District's rights and authorities specifically reserved above.

### 3.5 District Authority to Make Changes without Negotiations

Except as specifically provided herein to the contrary, MVNEA and the District agree that the District specifically reserves the right to unilaterally change past practices, Board of Education policy or regulations without negotiations with the MVNEA prior to any such changes.

### 3.6 No Strikes

There shall be no unlawful strikes. Participation in an unlawful strike shall be cause for discipline.

## ARTICLE 4 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

### 4.1 Association Communication

Upon request, the Association will be granted ten (10) minutes to address Bargaining Unit employees at district wide Professional Development meetings regarding Association business.

### 4.2 Information

The Association, as the exclusive representative for the Bargaining Unit, may request a list of names, worksites, positions, years of employment, phone numbers, and addresses of employees in the bargaining unit. Such a request shall be submitted in writing to the Assistant Superintendent of Personnel and Student Services. The District shall respond, when possible, within five (5) working days following receipt of such request. If extenuating circumstances will delay the request, the District will communicate the expected delivery date to MVNEA.

### 4.3 Payroll Dues Deduction

If the employee has so authorized, in writing, payroll deductions from his/her pay for Association dues and Association Political Action Committee (PAC) contributions, then those deductions will be made provided that such payroll deductions are uniform for all employees within each dues tier. Any member of the bargaining unit who is a member of the Association, or who has applied for membership, will be eligible for such payroll dues deduction and PAC deductions in accordance with District's financial practices. Such payroll deductions shall continue unless the employee cancels such authorization by notice in writing to the District and the Association. Dues deducted by the District will be remitted to the Association by the fifteenth day of the following month.

### 4.4 Use of District Communications Systems and Facilities

The Association may use District mailboxes, email, and other communication systems for communicating with bargaining unit members regarding Association business, except that the Association will not use the District's email accounts, mailboxes, or other communication systems to advocate, support, or oppose any ballot measure or candidate for public office. The Association may use the District's email accounts to direct members to other Association sanctioned websites, such as the Association website and other related communication tools; and for all official Association business, provided the incoming e-mail does not include a subject line or information that advocates, supports, or opposes any ballot measure or candidate for public office and does not otherwise violate state or federal law, rules or regulations.

The Association may use District facilities for Association business and meetings provided they follow all regular facility usage procedures.

The Association may use one existing bulletin board in a lounge/workroom in each building. The Association may use more than one bulletin board in a lounge/workroom in a building provided it is agreeable with the building principal and the Assistant Superintendent of Personnel and

Student Services. If there is not a bulletin board in a lounge/workroom the association may purchase and install one at their expense and with agreement from the District.

On the second Wednesday of each month that school is in session, the District will make reasonable efforts to avoid scheduling after school staff meetings or professional development to allow for Association members to meet. The District will notify building administration to avoid scheduling conflicts with the Association on the second Wednesday of each month. If a conflict is unavoidable, the District expects that the building administrator will notify the Association through the building representative.

#### 4.5 Collaborative Process

The Association and the Superintendent or Designee will meet regularly at a mutually agreeable time and location upon request by either party. During the 2023-2024 school year, these meetings will be scheduled to take place monthly, but may be canceled or rescheduled should needs arise or should there be no matters for discussion. Further, during collective bargaining negotiations, these meetings shall be held on an as needed basis. The focus of the meetings will be to discuss opportunities to collaborate to support the interests of students, bargaining unit staff, and the District, and to discuss matters of concern. These meetings will take place in order to maintain a level of trust between the District and the Association and in order to move the district forward with strategic goals.

Employees are encouraged to bring their concerns to their immediate supervisor. As specifically provided in Section 105.055, RSMo, no supervisor or appointing authority of any public employer shall prohibit a bargaining unit employee from discussing the operations of the public employer, either specifically or generally, with any member of the legislature, state auditor, attorney general, a prosecuting or circuit attorney, a law enforcement agency, news media, the public, or any state official or body charged with investigating any alleged misconduct described in Section 105.055, RSMo. Section 105.055, RSMo specifically provides that no supervisor shall:

(1) Prohibit a public employee from or take any disciplinary action whatsoever against a public employee for the disclosure of any alleged prohibited activity under investigation or any related activity, or for the disclosure of information which the employee reasonably believes evidence:

(a) A violation of any law, rule or regulation; or

(b) Mismanagement, a gross waste of funds or abuse of authority, violation of policy, waste of public resources, alteration of technical findings or communication of scientific opinion, breaches of professional ethical canons, or a substantial and specific danger to public health or safety, if the disclosure is not specifically prohibited by law.

(2) Require a public employee to give notice to the supervisor or appointing authority prior to disclosing any activity described in subdivision (1) of this subsection; or

(3) Prevent a public employee from testifying before a court, administrative body, or legislative body regarding the alleged prohibited activity or disclosure of information.

Further, Section 105.055, RSMo shall not be construed as:

- (1) Prohibiting a supervisor or appointing authority from requiring that a public employee inform the supervisor or appointing authority as to legislative requests for information to the public employer or the substance of testimony made, or to be made, by the public employee to legislators on behalf of the public employer.
- (2) Permitting a public employee to leave the employee's assigned work areas during normal work hours without following applicable rules and regulations and policies pertaining to leaves, unless the public employee is requested by a legislator or legislative committee to appear before a legislative committee.
- (3) Authorizing a public employee to represent his or her personal opinions as the opinions of a public employer; or
- (4) Restricting or precluding disciplinary action taken against a public employee if: the employee knew that the information was false; the information is closed or is confidential under the provisions of the open meetings law or any other law; or the disclosure relates to the employee's own violations, mismanagement, gross waste of funds, abuse of authority or endangerment of the public health or safety.

Should the provisions of Section 105.055, RSMo, be modified or rescinded, the provisions of this section shall be interpreted in accordance with such modification or rescission. Further, should the provisions of Section 105.055, RSMo, be modified or rescinded, the parties agree to meet within a reasonable time and renegotiate the provisions of this section upon request of one of the parties.

#### 4.6 District Committees

The District shall provide an option for the Association to appoint two (2) members of the Association to serve on all Board established District committees unless otherwise stated in this Agreement. Further, the District shall provide an option for the Association to appoint four (4) members of the Association to serve on the Board established policy review committee, as noted herein below. Any District committee formed to study salaries of Bargaining Unit employees will include representatives of the Bargaining Unit and salaries will be subject to negotiation.

The Board established policy review committee shall minimally be composed of the following: one member of the Board; one central office administrator appropriate to the policy being discussed; three principals (one elementary, one middle and one secondary); the president of the teacher association (or designee); three faculty members to be appointed by the Association president (one elementary, one middle and one secondary); three representatives of the non-certified personnel; and parent/guardian representatives from the elementary, middle and high school levels.

#### 4.7 Association Leave

The Association will be permitted association leave days. These days will be used to conduct Association business. The superintendent must be notified in writing at least ten (10) working days prior to the leave date of the names and dates of the association members requesting such leave. Such requests to the superintendent must be made by the Association President or Vice President. The employee(s) taking such leave will not suffer any loss of pay or benefits during the period of leave, provided sufficient Association Leave is available to cover such absences. The Association will be granted ten (10) total leave days annually.

In the event that a member of the Association is an elected member of the Board of Directors for the state association, four (4) additional days will be granted for leave to attend state association business. This leave is in addition to the above ten (10) days. The same notification process to the superintendent would apply as mentioned previously. This additional four (4) day allotment to conduct state association business is a maximum allotment.

#### 4.8 New Teacher Orientation

The Association shall have the opportunity to present to new teachers during the New Teacher Orientation Days. The Association shall have up to one (1) hour during orientation for the Association to speak with all new hires to introduce the Association and provide general information regarding the Association's services. The District will notify the Association at least ten (10) days prior to the time allotted for the presentation and location. The Association will notify the District of the time they will use if they intend on using less than one (1) hour. Should the District opt to provide a meal or refreshments during the session at which the Association speaks, the Association will be extended the opportunity to sponsor such meals or refreshments. Only the recognized exclusive representative Association shall be allocated time by the District to speak as a professional association for certificated teachers during the new teacher orientation.

Union membership is not a condition of employment. There will be no discrimination or retaliation against any Bargaining Unit employee because the employee joins, refrains from joining, or is an active member in the Association.

## ARTICLE 5 - WORK PERFORMED BY NON-BARGAINING UNIT PERSONS

### 5.1 Use of Non-Bargaining Unit Persons

The District may, at its discretion, utilize supervisory and other non-Bargaining Unit employees to perform work on a temporary basis, even when such work was previously performed by a member of the Bargaining Unit. However, such non-bargaining unit employees will not be used to diminish the size of the bargaining unit.

### 5.2 Use of Temporary Employees

Substitutes: Nothing in this Agreement shall prohibit, or be construed to prohibit, the District from hiring and/or utilizing full or part-time substitute persons who shall not be considered a part of the Bargaining Unit or otherwise subject to the terms of this Agreement.

## ARTICLE 6 - COMPENSATION

### 6.1 Salary

1. For the 2023-2024 school year, \$500 will be added to the base of the salary schedule (step 1 of Bachelor's column) and indexed through the schedule, maintaining the 2-to-1 ratio of step 1 of Bachelor's column and step 27 of Master's +32 hrs./Educational Specialist column. "See Teacher Salary Schedule attached hereto as Appendix A."

2. All employees will advance one (1) step on the salary schedule (A) and horizontal movement will be provided for eligible employees.

3. Should the District place a tax levy on the August 2023 ballot, and contingent upon the passage of such tax levy at the August 2023 election, Bargaining Unit employees who complete assigned required training prior to the first day of school shall receive a one-time payment of \$500, less all deductions required by law, on or before December 1, 2023.

### 6.2 Step Credit for School Psychologist

School Psychologist will be placed on the Master's +32 hrs./Educational Specialist column of the Teacher Salary Schedule and may be placed at any step regardless of previous experience, at the District's discretion.

### 6.3 District Hourly Rate

The District Hourly Rate for the 2023-2024 school year shall be determined by dividing the base pay for a beginning teacher (step 1 of the Bachelor's column of the District approved salary schedule) by the number of scheduled work days, utilizing a 7 hour and 25-minute work day. This hourly rate will be paid for required work outside of contract hours as specifically identified and authorized by the Board.

Employees who perform work that is compensated at the District Hourly Rate will complete and submit appropriate forms to the appropriate supervisor. Forms completed and submitted for work during the pay period will be paid in accordance with the District's established compensation procedures.

#### In District Substitutes

When regular teachers substitute during scheduled planning times during the school day, they will be compensated for time at the District Hourly Rate. Though uninterrupted lunch is provided for Bargaining Unit employees, if such employees volunteer to work their designated lunch time, they will be compensated.

Employees who perform such work will complete the In District Substitute Teacher Form and submit the form to the appropriate supervisor. Forms completed and submitted for work during the pay period will be paid-in accordance with the District's established compensation procedures.



#### 6.4 Extra Duty

The District will provide extra-duty compensation or a stipend to compensate Bargaining Unit employees for the performance of additional duties outside of contracted time. The salary schedule is included as Appendix B of this agreement.

#### 6.5 Professional Staff Salary Schedules

A Bargaining Unit employee may advance vertically and horizontally in a single year, subject to the provisions herein and as authorized by the Board of Education.

##### Horizontal Salary Schedule Movement

To move horizontally on the salary schedule, a teacher must do pre-approved course work in the educational field. Approval for course work that will result in movement across the salary schedule must be obtained before the course is taken, and the completed approval form must be submitted. Courses to be taken in the summer should be listed and submitted for approval on the appropriate form by May 1 of the current school year. In order for movement to occur for the following school year transcripts must be received by September 10th in order for advancement on the salary schedule to be effective in that year's contract. Such advancement will be retroactive to the first of the contract year.

#### 6.6 Credits for Continuing Education Units

CEU's will be available to District teachers in recognition of their continuing commitment to professional development. Fifteen (15) hours of workshops conducted outside the contracted teacher day/year (and not including time periods allowed for meals) shall constitute one credit hour on the salary schedule. Workshops shall qualify for CEU credit with prior approval of the Assistant Superintendent. Workshops must be pertinent to the teacher's subject matter and/or to the goals and objectives of the school District.

Appropriate forms for the approval and verification of CEUs are available at the central office, on the District website, all school offices and from the building professional development committee representative. Verification forms will be credited if they are submitted within 30 days from the time of workshop attendance.

University coursework toward a master's degree is required to move on the salary schedule from the +24 column to the master's degree column and supersedes accumulation of CEU's. CEU credit accumulation begins anew after a teacher earns a master's degree and begins to work toward movement beyond the MS column on the salary schedule as there is no CEU carryover for those hours earned before movement to the master's column.

### 6.7 Step Credit for Previous Experience

During School Year 2023-2024, Bargaining Unit employees shall be placed on the appropriate column and step of the District's approved salary schedule. Up to ten (10) years of relevant professional experience, as determined by the District in its sole discretion, shall be credited for newly employed Bargaining Unit employees.

### 6.8 For Advancement to Become Effective

Employees who achieve education advancement must send their transcripts to the District no later than September 10 in order for advancement on the salary schedule to be effective in that year's contract. Such advancement will be retroactive to the first day of the contract year.

### 6.9 Compensation Disbursement

In general Bargaining Unit employees will be paid in accordance with the District's established compensation schedule as approved by the Board.

### 6.10 Occasional or Sporadic Extra Duties

If the Board decides to compensate employees for occasional or sporadic extra duties, such as taking tickets at events, the superintendent or designee will notify Bargaining Unit employees via e-mail of opportunities for earning additional compensation, and Bargaining Unit employees may express interest through application or other selection process utilized by the District and will be considered along with other interested employees.

### 6.11 Benefits

Effective for the 2023-2024 school year, a Health Savings Account (HSA) will remain the District's base health care plan for all current Bargaining Unit employees. For the 2023-2024 school year, the District will pay the HSA premium for the District's base health care plan and contribute any difference between the premium and \$675 to each Bargaining Unit employee's HSA account or pay up to \$675 towards the premium of a different plan offered by the District.

For the 2023-2024 school year the following benefits will be fully paid by the District for each Bargaining Unit employee: health saving account (HSA) premium for the District's base health insurance plan, life insurance, and dental insurance. Opportunities for dependent coverage will be offered as authorized by the District to Bargaining Unit employees at an additional cost to such employees.

A Bargaining Unit employee is considered to be a full-time employee if they hold a position designated as full time in the relevant job description and or the employee works an average of at least 30 hours per week.

Employee benefits will continue for a 12-month period provided the Bargaining Unit employee completes all contractual obligations and remits payment for any and all employee paid benefits. Benefits for teachers new to the District for the 2023-2024 school year will start on September 1st. For the 2023-2024 school year, Bargaining Unit Employees who resign or retire effective the end of the contract year, will continue to receive their District paid benefits through August 31.

The Board recognizes that fringe benefits, such as insurance opportunities, are an integral part of the total compensation plan for full-time Bargaining Unit employees. The superintendent or designee will work with the Association to identify fringe benefit opportunities that will assist the District in attracting and retaining quality Bargaining Unit employees. The District will have final authority to determine the viability and affordability of any fringe benefit opportunities not listed herein and to decide whether to propose fringe benefit opportunities to the Board for consideration of approval.

#### 6.12 Insurance Flex Plan

For plan years 2023 and 2024, Bargaining Unit employees may elect to opt out of group insurance plans offered by the District. Bargaining Unit employees who sign the District form to opt out will receive a cash-out payment on June 30 equal to 30 percent of the dollar value of district-paid health and dental benefits provided they complete the contract year. The District opt out form will have written notification of an effect to the employee's PSRS retirement.

## ARTICLE - 7 LEAVE

### 7.1 Sick Leave

Eligible Bargaining Unit employees shall be credited with ten (10) days of sick leave annually. Eligible Bargaining Unit employees are credited with annual sick leave on the first contracted day of the school year. Regular part-time Bargaining Unit employees will receive sick leave on a pro rata basis.

Sick leave may be used by Bargaining Unit employees who are absent from work because of illness, injury, incapacity or medical appointments. Bargaining Unit employees may use accrued sick leave to attend to illness, injury, incapacity or a medical appointment for themselves, their child, parent, spouse, other persons living in the home of the employee or any other person over whom the employee has legal guardianship or for whom the employee has power of attorney and is the primary caregiver.

### 7.2 Personal Leave

Bargaining Unit employees will be credited with two (2) personal days annually. Bargaining Unit employees who use no more than one (1) sick day during the contract period will receive one (1) additional personal day the following year. Bargaining Unit employees who use no sick days during the contracted period will receive two (2) additional personal days the following year. Personal days may be accumulated as described below. No more than six personal days may be used in a school year regardless of the number of personal days accumulated.

Personal leave must be requested at least 24 hours in advance. Emergency situations will be handled on a case-by-case basis. Personal leave days will be subject to approval or denial based on staffing needs, operational needs, or frequency of leave. Employees are not responsible for finding their own substitutes for any leave type, however they may do so if they choose. Administration will enter the Personal Leave absence into the absence management system within 24 hours of receipt of the request. Once the type of absence is specified, it cannot be altered at a later date unless an employee is using sick leave and provides documentation from a healthcare provider.

### 7.3 Accrual of Sick and Personal Leave

Unused sick and personal leave days may be accrued. Once 100 days of sick leave or personal leave have been accrued, employees may annually 1) sell back any sick or personal leave days in excess of 100 days at a rate of \$50.00 per day; or 2) continue to accumulate leave days. Cash payment for any sick or personal leave days sold back to the District will be made no later than June 30 each year. Payment shall not be made for unused sick and personal leave to an employee who has resigned during the contract term and has not fulfilled all contractual obligations or who has been terminated for cause.

7.4 Sick/Personal Leave Conversion at Resignation

Bargaining Unit employees who fulfill all contractual obligations and submit a written request to the superintendent of their intention to resign will be paid out the balance of unused sick and personal days at the following rates:

Date of Notification of Resignation	Cash Buy Back Rate per Accrued Leave Day
Prior to December 15	\$95
December 16-January 15	\$85
January 16-February 15	\$75
February 16-March 15	\$65
March 16-June 1	\$55
After June 1	\$0

Any Bargaining Unit employee whose name is listed on either the probationary or permanent recall list (Reduction in Force) may elect to leave their unused sick and personal leave days on account with the District. A written notice requesting payment of unused sick and personal days on account with the District at a rate of \$50.00 per day can be made at any time and paid within a reasonable amount of time.

7.5 Sick/Personal Leave Conversion at Retirement

During the 2023-2024 school year, Bargaining Unit employees who qualify for retirement and who submit a written notification to the superintendent of their intention to retire will make an irrevocable election to convert any unused sick or personal leave days to a credit option listed below at the same conversion rates and in accordance with the same notification deadlines as the cash buy back of accrued leave days upon resignation as specified in Article 7.4 of this agreement.

The board reserves the right to consider extenuating circumstances for Bargaining Unit employees who fail to submit a written request to the superintendent of their intention to retire prior to June 1. Upon the approval of the extenuating circumstance by the Board, unused sick or personal leave will be paid at the rate of \$70.00 per day.

A retiring Bargaining Unit employee must elect a credit option below to convert accrued sick or personal leave no later than June 15 on a District provided form. This election is irrevocable. A Bargaining Unit employee who fails to make an election by June 15 shall forfeit any sick or personal leave not taken by June 30.

**Credit Options**

Once an employee elects to take accrued leave as a credit, the employee will apply the credit to one of the following benefits:

1. A benefit accrual credit towards the Bargaining Unit employee's accrued benefit to PSRS.
2. An employer contribution to the Bargaining Unit employee's 403(b) account through the Consolidated School District's retirement plan.
3. An employer contribution to the Bargaining Unit employee's health reimbursement plan (HRP) account. Gross payout to be applied to future health insurance for the employee, employee's spouse and/or dependent premiums following retirement.

#### 7.6 Bereavement Leave

Three (3) days of bereavement leave will be available to Bargaining Unit employees per school year for planning, traveling to, or attending the funeral of an immediate family member. After three (3) days, leave taken for bereavement purposes will be charged against sick or personal leave unless other applicable leave applies. "Immediate family" is defined as spouse, children, parents, siblings, grandparents, grandchildren, current in-laws, aunts, uncles, cousins, nieces, nephews, others living in the home of the employee and any other person over whom the employee has legal guardianship or for whom the employee has power of attorney and is the primary caregiver. Supervisors may request documentation of the need for bereavement leave.

#### 7.7 Child Rearing Leave

Bargaining Unit employees, including males, females, and all other gender identities, who are eligible for FMLA leave for the birth, first-year care, adoption or foster care of a child will have such leave applied in accordance with the FMLA. Bargaining Unit employees must use accrued sick leave, personal leave, or vacation days for approved leave.

Employees who are ineligible for FMLA leave may take up to six (6) weeks of leave for the birth, first-year care, adoption or foster care of a child and may use any combination of accrued sick leave, personal leave, vacation or unpaid leave to cover such absences.

#### 7.8 Personal Leave without Pay

Bargaining Unit employees may be granted personal leave without pay as provided in Board policy. Personal leave without pay must be requested in writing to the superintendent or designee at least two (2) weeks prior to the absence, if foreseeable. Emergency requests will be handled on a case-by-case basis. The District may deny a request based on staff needs, operational needs or frequency of leave. Once a leave is designated as personal leave without pay, the type of leave cannot be altered at a later date unless circumstances change, an employee is using sick leave, and the employee provides documentation from a healthcare provider evidencing a need for such absence. Employees who are absent after failing to obtain approval for personal leave without pay are subject to disciplinary action.

## 7.9 Sick Leave Pool

### Participation

1. For the 2023-2024 school year only, the sick leave pool shall remain in force and effect and shall be available to participating Bargaining Unit employees for any serious health condition, as defined by the Family Medical Leave Act (FMLA).
2. Upon hire, Bargaining Unit employees initially enrolling in the pool will donate one day. This day(s) will not count against any attendance incentive. This day keeps the Bargaining Unit employee a member until the sick pool reserve depletes to 50 days. Open enrollment for new or current Bargaining Unit employees to become a member of the sick pool or add a donation to the certified staff sick leave pool is November 1 through November 20. A Bargaining Unit employee cannot enroll in the certified staff sick leave pool later in the year. If the Bargaining Unit employee was hired after school started, the employee has 20 days after the hire date to enroll in the pool. Bargaining Unit employees who do not join the pool will not be allowed to withdraw days from the sick leave pool.
3. Bargaining Unit employees who terminate their employment with the district or withdraw from membership in the sick leave pool will not be able to withdraw any of their contributed days.

### Eligibility for Certified Sick Leave Pool Days

A member of the sick leave pool may request days by requesting a form from central office. Members must return the completed form to the assistant superintendent in charge of personnel. Proper verification from a healthcare provider must accompany the request as to why the absence from work was unavoidable.

1. To be eligible for a grant from the certified staff sick leave pool, the member must have exhausted all leave accruals and provide written certification from a medical provider evidencing a serious health condition, as defined by the FMLA, which requires such employee to be absent from work on a continuous basis.
2. Bargaining Unit employees who wish for sick leave pool days to be credited to their attendance balance are responsible for supplying the assistant superintendent in charge of personnel a medical provider's certification indicating the illness or injury and expected date the employee may return to work.
3. A Bargaining Unit employee may withdraw a maximum of fifty (50) days from the sick leave pool, beginning the day after all employee accumulated leave days have been used. Once the Bargaining Unit employee reaches the fifty (50) day limit, said employee may not request more days for a period of three school years. At that time, up to thirty (30) additional days will be made available. Only at the end of five years from the initial fifty (50) days will the said employee be eligible for an additional fifty (50) days from the pool. No paid days will be available upon exhaustion of the fifty (50) day limit set forth herein.
4. Bargaining Unit employees withdrawing sick leave days from the pool are required to replace one (1) day to the sick leave pool the following school year.

## Record Keeping

The business office shall track the balance of the days available in the sick leave pool. The District shall notify MVNEA annually, by June 30th of the balance, or if the pool is at or below fifty (50) days. Members may elect to continue their membership by authorizing an additional one (1) day donation each time the sick leave pool balance is at or below fifty (50) days or will terminate membership immediately by choosing not to make the required donation within the twenty (20) calendar day newly opened re-enrollment period. If a member terminates membership, they may donate at open enrollment the following school year to rejoin the pool, provided the sick leave pool has not been dissolved.

The board requires the employee to provide a report of a physician's examination to determine the employee's fitness to continue employment or to resume employment following long-term sickness or disability.

## Dissolving the Pool

In the event the sick leave pool would become depleted and has zero (0) days available after the re-enrollment period, the Board would pronounce the sick leave pool dissolved.



## ARTICLE 8 - WORK YEAR, WORK DAY, CALENDAR

### 8.1 Work Year

The length of the contract year for Bargaining Unit employees shall be 180 working days. The 180 working days will include no less than 6.75 hours of self-directed work time, exclusive of lunch, prior to the first day of student attendance. The Board shall annually adopt a calendar which sets forth the working days for Bargaining Unit employees.

### 8.2 School Day Defined

The work day for Bargaining Unit employees is defined as seven (7) hours and fifty (50) minutes which shall include a minimum twenty-five (25) minute duty-free lunch period. Duty-free lunch time does not include time that Bargaining Unit employees are required to supervise students and/or perform duties. The twenty-five (25) minute duty-free lunch period is in addition to the time needed to walk students to lunch and help them through the line. Work schedules shall be made by the District, in its discretion, and such schedules may be modified by the District to meet the varying conditions and needs of the District unless specified herein.

### 8.3 Faculty Meetings

It is acknowledged by the Parties that meetings, including faculty meetings, are needed to support and ensure efficient and effective operations of the District, and these meetings may from time to time be scheduled to take place outside the workday. The District will make reasonable efforts to limit the number and length of such meetings scheduled outside the workday. Faculty meetings shall close at a reasonable hour, and other than emergency situations, shall be announced a minimum of two (2) weeks prior to the planned meeting to allow Bargaining Unit employees to plan for attendance. After school faculty meetings shall be limited to no more than sixty (60) minutes per month, except in emergency situations.

### 8.4 Inclement Weather/School Closure

In the event of a school year where inclement weather reduces the number of days Bargaining Unit employees have contact with students, employees will not be expected to make-up the first four (4) contracted days. After four (4) inclement weather days, time will be made up, at the discretion of the superintendent on the basis of 7 hours and 25 minutes for each full contract day missed, exclusive of a duty-free lunch break.

In the event that a Bargaining Unit employee attends prior approved professional development training on an inclement weather day, this day will count as one of the following options: CEU hours/stipends or make-up PD hours on years that this is appropriate. The superintendent, at their sole discretion, may approve alternative methods for Bargaining Unit employees to fulfill their contractual obligations in the event inclement weather or school closure reduces the total number of contract days for Bargaining Unit employees.

## ARTICLE - 9 WORKING CONDITIONS

### 9.1 Plan Time

Plan time will be provided to teachers for the purposes of preparing for instruction and the performance of professional duties. Plan time will be self-directed per guidance provided in the Missouri School improvement Plan 6 from the Department of Elementary and Secondary Education; however, the Parties acknowledge that the district may, from time to time, direct the use of plan time to address unforeseen or emergency situations that may arise.

An average of five (5) periods per week of self-directed planning time will be allotted to all secondary teachers, and an average of 250 minutes of self-directed planning time will be allotted to all elementary teachers. Assignments to a study hall shall be considered a teaching period in the secondary schools.

Duty time, including but not limited to, the supervision of students before and after school, passing time, staff lunch time, and travel time will not count toward plan time minutes. If all members of a PLC or committee agree to meet during plan time they may.

### 9.2 Exit Interview

The District may implement an exit interview process designed by the District whereby Bargaining Unit employees who separate from the District will be afforded the opportunity to provide quantitative and/or qualitative data to improve the employee and student experience in the District. Nothing in this section shall preclude the Association from implementing its own exit interview process designed to gather quantitative and/or qualitative data from exiting Bargaining Unit employees.

### 9.3 Voluntary Assignment and Reassignment

The assignment and reassignment of Bargaining Unit employees in the various schools and departments of the District shall be made in the best interest of students and the instructional program. The administrator will notify Bargaining Unit employees of their anticipated assignment for the next school year by May 31. Whenever possible, re-assigned teachers will be notified of their assignments by July 31. The District retains the right to alter assignments and reassignments at any time, including after initial notice of assignment is provided to the Bargaining Unit employee.

All vacancies in bargaining unit positions that the District is aware of prior to June 1 that will result in vacancies for the following year, will be posted electronically on the District's website and via email. Interested Bargaining Unit employees may apply and will be considered for such positions. All appropriately certified internal applicants will be contacted and considered prior to the hiring of an external candidate. Nothing shall prevent an internal candidate from applying for an externally posted position. Bargaining Unit employees currently on an improvement plan will not be considered for voluntary transfer.

If a position is eliminated or created due to student enrollment changes, the superintendent or designee may transfer or reassign an existing employee at their discretion.

#### 9.4 Involuntary Reassignment

An involuntary transfer is a transfer initiated by the District without the consent of the Bargaining Unit employee. Bargaining Unit employees who are transferred to another building as a result of closed buildings, enrollment decline, curriculum reorganization, or other District reorganization decisions will follow any applicable provisions of the collective bargaining agreement and relevant policy and law on reduction in force. To the extent reasonably possible, at least ten (10) work days prior to a transfer being finalized, affected Bargaining Unit employees will be informed of available positions for which they are appropriately certified and/or positions to which the employees may be transferred. Efforts will be undertaken to support the voluntary transfer of Bargaining Unit employees, subject to the provisions set forth in this Agreement.

If the District determines the need for an involuntary transfer of Bargaining Unit employees for reasons other than performance, the following criteria shall be considered in the selection of Bargaining Unit employees to be transferred and will be made by in sequential order:

1. Appropriate Certification
2. District Seniority
3. Subject matter/grade level experience
4. Performance-based evaluations.

The provisions of this section shall not apply to Bargaining Unit employees who are transferred due to performance concerns with a current performance improvement plan.

#### 9.5 Ongoing Criminal Background Checks

Bargaining Unit employees must notify the District if they are charged, convicted, plead guilty to or are otherwise found guilty of any misdemeanor or felony, regardless of the imposition of sentence, with the exception of minor traffic offenses as defined in §479.350, RSMo (2016). Notification must be provided as soon as possible but no later than five (5) business days following the event. All information received by the District pursuant to a criminal background check is confidential and may be disclosed and utilized only for those purposes authorized by law.

## ARTICLE 10 - MEETING STUDENT NEEDS

### 10.1 Student Discipline

Disciplinary action taken against any pupil will be in accordance with the Board Policies regarding student discipline and building procedures. Building student discipline procedures shall be communicated in writing to all Bargaining Unit employees by administrators prior to the first day of student attendance. This communication may include annual district training, review of District policies by Bargaining Unit employees, and/or review of employee handbooks by Bargaining Unit employees.

If a pupil violates the student disciplinary code, Bargaining Unit employees will enter the information into the District's student discipline system or follow other disciplinary initiating building procedures. No student discipline information recorded by a Bargaining Unit employee may be removed or altered without notification to the Bargaining Unit employee. To the extent authorized by the law, Bargaining Unit employees may access the outcomes/consequences of disciplinary matters through the student discipline system. Bargaining Unit employees may access student records, including student disciplinary record, based upon a legitimate educational interest, which may include only those students for whom the Bargaining Unit employee has written a referral, students for whom the Bargaining Unit employee provides direct instruction, for the purpose of developing intervention strategies and /or social emotional support for such student, and/or consistency in support strategies for the student.

## ARTICLE 11 - EMPLOYEE RIGHTS

### 11.1 Right to Representation

Bargaining Unit employees have the right to have an Association representative, or a representative of their choosing, present when meeting with District administrator(s) when such meeting is for investigative purposes and/or reasonably likely to result in disciplinary action, including discharge, discipline, demotion, or other adverse consequences to their job status or working conditions, including placement on a Professional Improvement Plan (PIP), involuntary transfer due to performance concerns, suspension, or termination.

Bargaining Unit employees may request this representation at any time prior to or during such meetings. If requested, the District may opt to: (a) grant the request and delay the meeting until a representative arrives; or (b) end the interview and reschedule for a time when representation can be present. The right to representation does not extend to: (a) meetings for purposes of conveying work instructions, training, or communicating needed improvements or corrections in work as long as the correction is not noted or documented in the employee's personnel file; (b) meetings where the Bargaining Unit employee is assured by the District that no discipline or employment consequences will result from the meeting; or (c) when the purpose of the meeting is to convey or impose discipline that has already been determined where no further investigation of the incident occurs.

To the extent possible and except in cases where the immediate safety and security of students and staff is at risk, the employee shall receive written notice at least one (1) day in advance with the nature/purpose of the meeting and who will likely be in attendance.

As provided herein when a request for representation is made, the District may opt to: (a) grant the request and delay the meeting until a representative arrives; or (b) end the interview and reschedule for a time when representation can be present. Any District decision regarding disciplinary action will be provided in writing to the Bargaining Unit employee.

### Employee Cooperation with Investigations

The District shall have the right to investigate the conduct of Bargaining Unit employees, at its discretion, when such conduct may have an adverse effect on the Bargaining Unit employee's ability to perform their work. A Bargaining Unit employee will cooperate with such District investigations upon reasonable request. The Bargaining Unit employee has a right at any point of the investigation to seek legal counsel and or be accompanied by a representative of their choosing or an Association representative at any investigatory meeting. If a Bargaining Unit employee makes a request for representation, the investigatory meeting will end until such representation is present. If an employee is being placed on administrative leave and is asked about accusations of wrongdoing, the employee is entitled to have a representative present upon their request prior to answering such questions.

## 11.2 Due Process

Bargaining Unit employee discipline shall be exercised for just cause and shall comply with Missouri law as may be applicable based upon the Bargaining Unit employee's status as a probationary or permanent teacher in the District.

If a Bargaining Unit employee is placed on administrative leave pending the outcome of an investigation, such Bargaining Unit employee shall continue to receive pay and benefits until the Board renders its decision.

If the District requires a written statement from an employee in a personnel matter following an incident involving such employee, the Bargaining Unit employee shall have at least three (3) hours to provide such statement except in cases of extraordinary circumstances impacting student safety.

Bargaining Unit employees will be made aware of complaint(s)/concern(s) within ten (10) working days of an administrator's knowledge if the complaint(s)/concern(s) are likely to be used as the basis of disciplinary action. The notification provisions herein do not apply when such disclosure would compromise or impede investigations by or with other agencies, criminal or civil, including but not limited to local, state or federal law enforcement, the children's division, or other agency charged with investigation of complaints in the public school setting. Anonymous complaints/concerns will not be used as the basis for disciplinary action without verification of a violation through an investigation by an agency outside of the district or a district investigation that includes documented evidence of a violation. Employees will be presented with the anonymous documentation of the investigation upon request, unless such disclosure would compromise or impede investigations as set forth herein.

Any complaint/concern/material mutually determined by the District and the Bargaining Unit employee to be inappropriate or invalid shall be removed from the Bargaining Unit employee's personnel file.

## 11.3 Dress Code

School is a professional workplace. Professional "Business Casual" dress is expected. Clothing should be modest, as we work with children and students.

- Staff should follow the same dress guidelines outlined for children and students.
- Staff should wear or have readily available their badge/name tag/ID.

### Other Considerations

- Appropriate attire for the role.
- Clothing should not be revealing, sexually provocative, or offensive.
- Attire should be free of any political or otherwise offensive or contentious slogans or logos.
- Workwear should not be deemed as discriminatory and should be culturally sensitive.
- Outfits should not place staff or others at risk and should comply with any health and safety requirements.
- Tattoos deemed to be offensive or inappropriate may require covering.

- Jewelry is generally acceptable, so long as it does not present a health and safety hazard. Jewelry/piercings should be removed where they are a risk to health and/or safety requirements.
- Hair is generally not an issue, unless there are potential health and/or safety issues, such as when handling food or operating machinery when hair must be tied back/covered.

#### Spirit Day Dress

- Staff can participate in school spirit days.
- Last working days of the week are district spirit days where staff can wear purple or school clothing.

#### Business Casual Dress

- Staff may wear polo shirts, collared shirts, blouses, or sweaters.
- Staff may wear nice jeans, khakis/dockers, nice dress pants, and Capri pants.
- Staff may wear tight pants such as leggings, but an appropriate length covering must be worn.

#### Professional Dress

- On special events (public/parent events or meetings when appropriate) staff should dress more professionally (not jeans).

### 11.4 Communication Expectations

The District encourages Bargaining unit employees to maintain a healthy work life balance. Bargaining Unit employees are not expected to return routine phone calls and emails on weeknights or weekends but may be asked to respond or otherwise act in emergency situations.

### 11.5 Professional Autonomy

The parties acknowledge the need to provide students with opportunities to investigate, learn, and develop an understanding of historical, social, and cultural issues relevant to course content as prescribed in the curriculum adopted by the Board of Education. Topics of instruction will be appropriate to the developmental level of students, with the goal of developing and enhancing critical thinking skills. A collaborative learning community promotes tolerance for the views of others while respecting all students and staff members.

The District and Bargaining Unit employees acknowledge the need for educators to be free from restraint that would prohibit them from fairly presenting all sides of issues in their teaching functions as specifically set forth in and aligned with District learning and curricular standards. It is important to acknowledge that educators exercise professional decision-making during classroom instruction and assessments relevant to the curriculum.

## ARTICLE 12 - GRIEVANCE PROCEDURES

### 12.1 Definitions

The following definitions are applicable to this Article:

1. “Grievance” is a claim by a Bargaining Unit employee that there has been a violation or misapplication of the provisions of this Agreement, Board adopted administrative procedures, employee handbooks, Policies of the Board of Education that are specifically applicable to Bargaining Unit employees, or Missouri law where the ultimate solution rests within the authority of the Board of Education. The term “Grievance” does not include matters which are covered by the Missouri Teacher Tenure Act, Section 168.102 *et seq* RSMo, other State or Federal Statutes.
2. “Grievant” is the Bargaining Unit employee or employees who file the grievance and are directly affected by the alleged violation as defined in section 12.1.1. If the same alleged violation as defined in section 12.1.1 affects multiple employees, a grievance may be filed as a group or class of employees.
3. “Business days” means the days Monday through Friday (exclusive of all recognized District holidays) when the District Administrative Offices are open for business.

### 12.2 General Procedures

The following general grievance procedures shall be followed when processing a grievance under this Article:

1. Grievances of a like nature or that affect a group or class of employees may be consolidated at any level of this grievance procedure at the discretion of the grievant(s) and /or their representatives. The District may request consolidation.
2. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. Failure by the Association or the Grievant to take action within any time limit specified in this Article shall cause the grievance to automatically be waived, forfeited and dropped, and the grievance shall thereafter not be subject to the grievance procedures set forth in this Article. The time limit specified may, however, be extended by mutual agreement in writing. If any time limit specified in this Article extends into Spring Break, Winter Break, or Summer Break, when the grievant is not assigned to work, any applicable time limitation in this Article shall be automatically extended by ten (10) business days. Failure of the District or its representatives to take action within the time limits specified shall result in the matter being automatically passed to the next step of the grievance procedure.
3. All documents, communications, and records specifically dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.



4. Time spent by Bargaining Unit employees, whether Grievant or Representative, in the processing of grievances shall be, to the degree possible, at times when such employees are free from assigned duties. The grievant(s) and their representative(s) shall not suffer any loss of pay for time taken for the purpose of participating in Informal Resolution and/or Formal Resolution Procedures as specified in this Article should the District be unable to process the grievances outside the Bargaining Unit employee's regularly scheduled work day.
5. All meetings and/or hearings under this procedure shall be conducted in private and should normally include only the witnesses and parties referred to herein. These proceedings and related information shall be confidential.
6. Should any District administrator or supervisor referred to herein be unavailable to perform the specific function under this Article, the Superintendent or Board may designate a substitute to perform those functions and shall notify the Association of such change. Such designation shall be made within the time limit which the unavailable administrator or supervisor was to have taken action under this Article.
7. No reprisal of any kind shall be taken by the Board, the Administration, the Association, any employee, or participant/witness against any Grievant or other participant in the grievance procedure.
8. If the Grievant or the Association at any time during the proceedings set forth herein, files for relief and/or a remedy through the courts, local, state or federal agency, for redress of the same or substantially similar question of fact, the grievance procedures may be suspended by the District, pending resolution of such issues by the chosen forum.
9. The Grievant may be accompanied, if desired, by an Association representative. The accompanying individual may represent the Grievant in the presentation of the grievance. If at any time the Grievant elects to involve an attorney in grievance proceedings, the District will refer the matter to the district's legal counsel and the grievance process will end.
10. Nothing contained herein shall be construed as limiting the right of any aggrieved party to discuss and/or resolve the matter informally with any appropriate member of the administration.
11. Grievances will be processed according to the process outlined below, with the following exceptions. If a person designated to hear a grievance is the subject of the grievance, the grievance process may begin at the next highest step. If a grievance is directly based on official Board action, the written grievance shall start at Step 2 of the Grievance process with the Superintendent or Designee.

### 12.3 Informal Resolution Procedures (prior to Formal Resolution Procedures)

Informal Discussion of Grievance - An attempt shall be made to resolve any alleged grievance in an informal discussion with the person who has the ability to resolve the concern at the lowest level of supervision. When a complaint is discussed with a principal of a school or supervisor with the aim of resolving the matter informally, the grievant(s) may use any of the following methods:

- By Grievant, in person, on his or her own behalf.
- By Grievant accompanied by a representative of his or her choice.
- By a representative of the Association in the name of the Grievant.

An informal answer or adjustment of a question or complaint concluded between an employee and such supervisor shall not establish a precedent in any comparable situation and shall not be inconsistent with the Agreement or applicable Missouri law. The informal discussion of the grievance shall occur no later than fifteen (15) business days after the date of the occurrence of the event giving rise to the grievance or after such event first became known to the Grievant. However, if evidence of events of similar nature are shown to have occurred before the fifteen (15) business days, these may be referenced in the grievance proceedings to demonstrate a pattern of violation as stated in Article 12.1. A decision will be rendered in writing to the Grievant and their representative(s) within five (5) business days of the informal discussion.

#### 12.4 Formal Resolution Procedures

All grievances under this Article shall be processed in the following manner. The Grievant may file on their own behalf or a representative of their own choosing may file on their behalf.

##### Step 1 – First Line of Supervision/Building Administrator

Filing of Grievance with Administrator – If the Grievant is not satisfied with the resolution of the grievance after the informal discussion outlined above, or if the grievance discussion does not occur, the Grievant may file a grievance with the appropriate Administrator within ten (10) business days after they have received a rendered decision after the informal discussion.

The grievance may be lodged and thereafter discussed with the principal or immediate supervisor using one of the following methods:

- By Grievant, in person, on his or her own behalf.
- By Grievant accompanied by a representative of his or her choice.
- By a representative of the Association in the name of the Grievant.

(1) The written grievance shall provide a description of the facts that are alleged to give rise to the grievance and shall state the remedy requested;

(2) Within five (5) business days after the Administrator receives the written grievance, a meeting shall be held with the Grievant and/or their representative and the Administrator at a mutually agreeable time other than when the employee is engaged in assigned duties to the extent possible, to discuss the grievance and attempt to resolve the same.

(3) The Administrator shall render a decision and communicate it in writing to the Grievant and their representatives and the Assistant Superintendent of Personnel and Student Services within five (5) business days following the meeting between that person and the Grievant.

## Step 2 – Superintendent or Designee

- (1) Filing of Grievance with the Superintendent or Designee – If the Grievant is not satisfied with the resolution of the grievance at Step 1, or if no decision has been rendered within five (5) business days after presentation of the grievance, he or she may file the grievance in writing with the superintendent or chairperson of the Meramec Valley NEA Professional Rights and Responsibilities Committee. The chairperson shall refer it to the superintendent within five (5) business days after receiving the written grievance.
- (2) Meeting with the Superintendent or Designee – Within five (5) business days after the grievance is presented to the Superintendent or Designee, a meeting shall be held with the Grievant and/or their representative and the Superintendent or the Designee, in an effort to resolve the grievance.
- (3) Decision of the Superintendent or Designee – The Superintendent or Designee shall give an answer within five (5) business days of the meeting and communicate it in writing to the Grievant, Association and Administrator.

## Step 3 – Appeal to The Board of Education

- (1) Appeal to the Board – In the event the Grievant is not satisfied with the resolution of the grievance at Step 2, or if no decision has been rendered within five (5) business days after presentation of the grievance, he or she may file the grievance in writing with the Secretary of the Board of Education providing the Board an opportunity to review the grievance. The Grievant may request that the Board:
  - a. make a decision on the written grievance appeal; or
  - b. conduct a grievance appeal hearing before the Board renders a decision.
- (2) The Board shall consider all appeals in closed session, which shall occur no later than the Board's next regularly scheduled meeting or thirty (30) days, whichever is longer, following receipt of the Grievant's written grievance appeal, unless an alternate date is otherwise agreed to by the Grievant and District. Notice of the closed session appeal will be provided to the Grievant and/or their Representative and the Administration.
- (3) The Board will hear the grievance appeal by receiving written submissions from the Grievant or Representative and the Administration. Should the Bargaining Unit employee request an in person hearing to present their written grievance appeal, the Board will schedule an in person presentation within the time frame specified in (2) above, providing notice to Grievant and their Representative and the Administration.
- (4) The decision of the Board shall be final and binding upon all parties to the grievance procedure. The Board shall notify the Grievant and Association in writing as to its decision within ten (10) business days after the hearing.

## ARTICLE 13 - EVALUATIONS

### 13.1 Fair Evaluation

The purpose of Bargaining Unit employee evaluations shall be the improvement of a Bargaining Unit employee's professional skills and performance. Bargaining Unit employees have the right to bring representation to meetings regarding their professional performance when an employee reasonably believes disciplinary action or non-renewal of employment is likely to result therefrom.

The District's evaluation process will be aligned with the Missouri Department of Elementary and Secondary Education's (DESE's) performance-based teacher evaluation (PBTE) system and any subsequent iterations thereof as adopted by the District, as well as all other Bargaining Unit employee evaluations.

Evaluation results are not subject to the grievance process. However, if a bargaining unit employee believes that there were issues regarding a violation or misapplication of policy, board adopted regulations, and law in an evaluation, the employee has the right to utilize the grievance process.

### 13.2 Performance Improvement Plan

The parties support the use of progressive discipline, when appropriate, to remedy performance deficiencies. Progressive discipline considerations shall include but not be limited to: informal discussion, formal discussion, written documentation, reprimand, improvement plan, administrative leave, suspension, and termination.

If at any time during the school year the supervisor determines that a Bargaining Unit employee's performance is in need of improvement or conduct otherwise necessitates, the supervisor will take steps, when appropriate, to support improvements in performance and/or conduct, including but not limited to: informal and/or formal disciplinary actions, implementation of performance improvement efforts and/or plans, and/or other actions as deemed appropriate by the supervisor and authorized by Missouri law. The District acknowledges that DESE recommends that performance improvement plans are to be used to address concerns with professional performance.

To the extent reasonably possible, Bargaining Unit employees will be notified of necessary performance improvements through documented observations, conversations or written communication which may include but will not be limited to emails, text messages, letters, or other written formats, prior to implementation of a performance improvement plan. Performance improvement plans will be written collaboratively by the evaluator, the Bargaining Unit employee and their requested representative, if requested, to identify the responsibilities of both evaluator and Bargaining Unit employee for achieving improved performance. Performance improvement plans shall have measurable indicators of improvement and satisfactory completion of the performance improvement plan shall be reasonably attainable.

## ARTICLE 14 - REDUCTION IN FORCE

### 14.1 Procedures

No Bargaining Unit employee shall be laid off pursuant to a reduction in personnel except for reasons established by law. The Board of Education, upon recommendation of the Superintendent, may cause the necessary number of teachers to be placed on an unpaid leave of absence as provided by law.

In the event it becomes apparent that Bargaining Unit employee reductions are necessary, the superintendent shall communicate, in writing, the possibility of staff reductions to the president of the Association. The superintendent, in consultation with the principal and representatives from the bargaining unit shall determine the effect that such a reduction would have on any buildings targeted for reduction. The superintendent will then make a recommendation to the Board of Education, which has sole authority to make the final decision.

In the event that staff reductions are necessary and are approved by the Board, such reductions shall be implemented by the superintendent in the following manner:

- a. Reduction in Bargaining Unit employee positions shall be implemented, whenever possible, by attrition.
- b. If Bargaining Unit employee reductions are still necessary, such reductions shall be made in accordance with law and in sequential order:
  1. Tenure Status and appropriate certification
  2. District Seniority
  3. Performance based teacher evaluations
- c. Any transfer necessary pursuant to a reduction in Bargaining Unit employees shall be made in accordance with the transfer process outlined in this agreement.

A Bargaining Unit employee who has been placed on an unrequested leave of absence pursuant to a reduction shall be recalled on the basis of the reverse order that they were released, provided the Bargaining Unit employee is qualified for the vacancy. No new Bargaining Unit employee shall be employed by the Board while there are Bargaining Unit employees who are laid off unless there are no laid-off Bargaining Unit employees with proper qualifications at the time of placement to fill the vacancies.

The Board shall give written notice of recall from layoffs by sending a registered or certified letter to said Bargaining Unit employee at their last known address on file with the District. It shall be the responsibility of each Bargaining Unit employee to notify the Board of any change in address. When a Bargaining Unit employee is notified that a position for which they are qualified is open, the Bargaining Unit employee must contact the District within ten (10) days to either accept or reject the offer. If the Bargaining Unit employee rejects the offer, their name will be removed from the recall list.

The superintendent shall develop and post in the central office separate recall lists for probationary

and permanent Bargaining Unit employees. These lists shall be given to the principal and designated Association representative in each building. Such lists shall indicate the date of employment, the position, and the building in which the Bargaining Unit employee was last assigned. Recall lists shall be updated annually or at any time there is a change on the list. The Association shall be provided with a copy of each updated recall list.

#### 14.2 Seniority List

A District seniority list shall be provided to the Association upon request and at the time of a contemplated reduction in force.

## ARTICLE 15 - TERM OF AGREEMENT, SAVINGS CLAUSE & COMPLETE AGREEMENT

### 15.1 Enforcement

Any portion of this Agreement found to be unlawful by a court of competent jurisdiction shall not be applicable or performed or enforced, except to the extent permitted by law and such portion(s) shall be bargained. Bargaining on that portion only shall commence within sixty (60) days of the determination that the portion(s) is unlawful by a court order. Bargaining shall conform to the procedures outlined in this Agreement. The bargaining on any amendments is limited to thirty (30) days and shall follow the process for bargaining outlined in this Agreement.

### 15.2 Continuation

In the event that any portion of this Agreement is or shall at any time be determined to be contrary to law, all other portions shall continue in full force and effect.

### 15.3 Board of Education Policies

The Association agrees that the District's Board of Education shall be free to promulgate, amend, implement or repeal any Policy, Guideline or Resolution without engaging in negotiations concerning such subjects or matters with the Association so long as such policy does not conflict with any provisions of this Agreement.

### 15.4 Term of Non-Economic Provisions of Agreement

The non-economic provisions of this Agreement shall be in full force and effect from the 1<sup>st</sup> day of July, 2023, and shall continue until the 30<sup>th</sup> day of June, 2024, automatically renewing itself for additional periods of one (1) year each thereafter, from year to year, unless written notice is given by either party sixty (60) days prior to February 1, 2024 or February 1 of any year thereafter in which this Agreement exists, of a desire to cancel or amend this Agreement. After such notice, the provisions of this Agreement shall remain in force and effect till a successor agreement is ratified by both parties. The term "Non-Economic Provisions" shall include all Articles of this Agreement, except wages and economic benefits (such as holidays, sick leave, leaves of absence, benefit plans, etc.), for the Bargaining Unit.


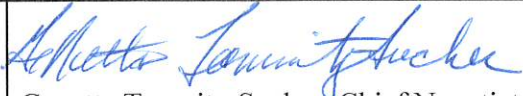
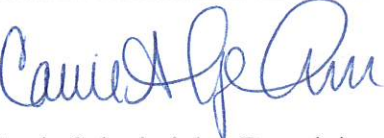









### 15.5 Negotiations for Economic Provisions

The parties agree that negotiations for economic provisions of this Agreement shall take place on a yearly basis and shall commence no earlier than February 1 and will conclude by June 1 of the school year in which negotiations occur, unless the parties otherwise agree. The term "Economic Provisions" shall include wages and economic benefits (such as holidays, sick leave, leaves of absence, benefit plans, etc.) for the Bargaining Unit.


### 15.6 Contractual Amendments

Nothing shall compel either party to re-open the Agreement except as specifically required herein.



District Team	Association Team
 Tom Sauvage, Chief Negotiator	 Genetta Tomnitz-Sucher, Chief Negotiator
 Carrie Schwierjohn, Bargaining Team Member	 Dean Penberthy, Bargaining Team Member
 Tracy Payne, Bargaining Team Member	 Heidi Shelton, Bargaining Team Member
 Tim Richardson, Bargaining Team Member	 Megan Thate, Bargaining Team Member
 Al Kirchofer, Bargaining Team Member	 Steven Sprung, Bargaining Team Member
 Penny Rector, Bargaining Team Member	 Alice Floros, Bargaining Team Member

Approved by the Board of Education on: June 21, 2023      Approved by the Association on: 6/19/23

 6/21/23  
 President of the Board of Education      Date

 6/21/23  
 President of the MVNEA      Date

## APPENDICES

## APPENDIX A - TEACHER SALARY SCHEDULE

Step	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32/EdS
1	38,000	38,570	39,149	39,736	40,729	41,747	42,791	43,861	44,957
2	38,760	39,341	39,932	40,530	41,544	42,582	43,647	44,738	45,857
3	39,535	40,128	40,730	41,341	42,375	43,434	44,520	45,633	46,774
4	40,326	40,931	41,545	42,168	43,222	44,303	45,410	46,545	47,709
5	41,132	41,749	42,376	43,011	44,086	45,189	46,318	47,476	48,663
6	41,955	42,584	43,223	43,872	44,968	46,093	47,245	48,426	49,637
7	42,794	43,436	44,088	44,749	45,868	47,014	48,190	49,394	50,629
8	43,650	44,305	44,969	45,644	46,785	47,955	49,154	50,382	51,642
9		45,191	45,869	46,557	47,721	48,914	50,137	51,390	52,675
10		46,095	46,786	47,488	48,675	49,892	51,139	52,418	53,728
11		47,017	47,722	48,438	49,649	50,890	52,162	53,466	54,803
12			48,676	49,406	50,641	51,908	53,205	54,535	55,899
13			49,650	50,395	51,654	52,946	54,269	55,626	57,017
14				51,402	52,687	54,005	55,355	56,739	58,157
15				52,431	53,741	55,085	56,462	57,873	59,320
16					54,816	56,186	57,591	59,031	60,507
17					55,912	57,310	58,743	60,212	61,717
18					57,031	58,456	59,918	61,416	62,951
19					58,171	59,626	61,116	62,644	64,210
20					59,335	60,818	62,339	63,897	65,494
21						62,034	63,585	65,175	66,804
22						63,275	64,857	66,478	68,140
23							66,154	67,808	69,503
24							67,477	69,164	70,893
25								70,547	72,311
26									73,757
27									76,000

\* Up to 10 years of qualifying experience will be allowed toward teacher placement.

\*\*Speech-Language Pathologists will be placed:

in the MS+16 column with Missouri Speech-Language Pathology Licensure  
in the MS+32 column with Missouri Speech-Language Pathology Licensure and  
Certificate of Clinical Competence (CCC) holder from  
The American Speech-Language-Hearing Association (ASHA)

\*\*\*A 2-to-1 ratio is utilized when comparing Step 27 of the MS+32/EdS column to Step 1 of the BS column. The district administration and MVNEA are committed to maintaining this ratio at these respective steps.

## APPENDIX B - EXTRA DUTY COMPENSATION

### 2023-2024 EXTRA DUTY, COACHES

2023-2024 Base Teacher Rate: \$38,000

\* indicates coach overseeing more than one team.

\*\* indicates 2023-2024 rate to be used instead of % of base amount.

When the % of base amount is more than the 2023-2024 rate, then new % of base amount will be used.

If there is a reduction in the number of teams coached, then the % of base may be adjusted.

The number in parentheses indicates the number of coaches as of 2023-2024.

#### Head Coaches

<i>Activity</i>	<i>2023-2024 % of Base</i>	<i>2023-2024 Amount</i>
Strength & Conditioning	33.22	\$12,623.60
Football	20	\$7,600.00
Basketball (2)	20	\$7,600.00
Wrestling (2)	17	\$6,460.00
Track (2)	17	\$6,460.00
Baseball	17	\$6,460.00
Soccer (2)	17	\$6,460.00
Volleyball	17	\$6,460.00
Softball	17	\$6,460.00
Cross Country*	17	\$6,460.00
Dance	14	\$5,320.00
Cheer (2)	14	\$5,320.00
Golf (2)	14	\$5,320.00

#### Assistant Coaches

<i>Activity</i>	<i>2023-2024 % of Base</i>	<i>2023-2024 Amount</i>
Football Coordinator (2)	13	\$4,940.00
Football (3)	11	\$4,180.00
Basketball (4)	12	\$4,560.00

Wrestling (3)	10	\$3,800.00
Track (2)	10	\$3,800.00
Baseball (2)	10	\$3,800.00
Soccer (2)	10	\$3,800.00
Volleyball (2)	10	\$3,800.00
Softball	10	\$3,800.00
Cross Country*	10	\$3,500.00
Cheer (2)	9	\$3,420.00
Dance	9**	\$3,652.10

**Middle School Coaches**

<i>Activity</i>	<i>2023-2024% of Base</i>	<i>2023-2024 Amount</i>
Football (3)	7	\$2,660.00
Basketball (4)	7	\$2,660.00
Wrestling	6	\$2,280.00
Track (2)	6	\$2,280.00
Volleyball (2)	6	\$2,280.00
Cross Country*	6	\$2,280.00
Cheer (2)	5	\$1,900.00

## 2023-2024 EXTRA DUTY, NON-COACHING

The number in parentheses indicates the number of stipends or activities for 2023-2024.

Activity	2023-2024	2023-2024
	% of Base	\$38,000
Building Web Manager & Communication Supports (9)	2.75%	\$1,045
Early Childhood Pre-Kindergarten Grade Level Chairperson	1.75%	\$665
Elementary Kindergarten Grade Level Chairperson	1.75%	\$665
Elementary 1st Grade Level Chairperson	1.75%	\$665
Elementary 2nd Grade Level Chairperson	1.75%	\$665
Elementary 3rd Grade Level Chairperson	1.75%	\$665
Elementary 4th Grade Level Chairperson	1.75%	\$665
Elementary Special Subjects Grade Level Chairperson	1.75%	\$665
Elementary Title I Grade Level Chairperson	1.75%	\$665
Coleman Pom Pom/Spirit Squad (2)	0.75%	\$285
Nike Pom Pom/Spirit Squad (2)	0.75%	\$285
Robertsville Pom Pom/Spirit Squad	1.50%	\$570
Truman Pom Pom/Spirit Squad	1.50%	\$570
Zitzman Pom Pom/Spirit Squad (2)	0.75%	\$285
Coleman Intramurals (2)	1.00%	\$380
Nike Intramurals (2)	1.00%	\$380
Robertsville Intramurals (2)	1.00%	\$380
Truman Intramurals (2)	1.00%	\$380
Zitzman Intramural (2)	1.00%	\$380
Pacific Intermediate Intramurals (2)	1.00%	\$380
Pacific Intermediate 5th Grade Level Chairperson	1.75%	\$665
Pacific Intermediate 6th Grade Level Chairperson	1.75%	\$665
Pacific Intermediate Yearbook Sponsor	2.50%	\$950
Riverbend Yearbook Sponsor	3.50%	\$1,330
Riverbend Vocal Music Director	5.00%	\$1,900
Riverbend Student Council Sponsor	3.50%	\$1,330
High School Band Director	17.00%	\$6,460
High School Assistant Band Director (2)	12.00%	\$4,560
High School Band Color Guard	6.00%	\$2,280
High School Jazz Band Director	6.00%	\$2,280
High School Vocal Music Director	12.00%	\$4,560
High School Vocal Accompanist	10.00%	\$3,800
High School Choreography for Pizzazz	3.50%	\$1,330
High School Vocal Technical Assistant	1.00%	\$380

High School Musical Director	8.00%	\$3,040
High School Assistant Musical Director	3.50%	\$1,330
High School Choreography for Musical	3.50%	\$1,330
High School Technical Support Musical	3.00%	\$1,140
High School Drama Sponsor	8.00%	\$3,040
High School Technical Support for Drama	3.00%	\$1,140
High School DECA Sponsor	4.00%	\$1,520
High School FBLA Sponsor	4.00%	\$1,520
High School Technical Student Association Sponsor	2.00%	\$760
High School Speech/Debate Coach	17.00%	\$6,460
High School Scholar Team Head Coach	5.00%	\$1,900
High School Student Council Sponsor	6.00%	\$2,280
High School Student Council Co-Sponsor (2)	3.00%	\$1,140
High School Student Council Store Manager	6.00%	\$2,280
High School Yearbook Sponsor	8.00%	\$3,040
High School Pep Club	2.00%	\$760
High School Guidance Chairperson	4.00%	\$1,520
District Concession Stand Coordinator	30.00%	\$11,400

**Department Chairpersons** – shall be paid based on the number of sections in the department. The rate of pay will be \$29.43 per section. Special education co-taught sections will be paid \$14.72 per section.

**Extra Days for Counselors, Librarians, Psychological Examiners** – shall be paid based on individual daily contract rate, prorated accordingly. Extra days listed on employment contracts will be worked on days approved by the immediate supervisor.

**Time Outside of Contract (Homebound Teachers, Speech/Language, Title I, Professional Development, ACT Prep, Saturday School Supervision)** – shall be determined by dividing the base pay for a beginning teacher (Step 1 of the Bachelor’s column of the District approved salary schedule) by the number of scheduled work days, utilizing a 7 hour and 25-minute work day or \$28.46 per hour.

**Weight Room Supervision** – shall be paid at half (½) Time Outside of Contract Rate or \$14.23 per hour.