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# Mehlville R-9 School District Board of Education And Mehlville NEA

Memorandum of Understanding For the 2023-2024 School Year

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# Memorandum of Understanding

The following points summarize the terms and conditions endorsed and recommended to the Mehlville School District Board of Education ("District") by the bargaining teams, set forth below, representing the Mehlville National Education Association ("Association") and the District respectively.

#### Section 1 Memorandum of Understanding Foundations

#### Recognition

1.1 So long as it represents the below described employees pursuant to Board policy, during the term of this Memorandum of Understanding ("MOU") the District recognizes the Mehlville National Education Association (Mehlville NEA) as the representative organization of its full-time certified teachers, counselors, and librarians who are eligible for tenure under state law, for the purpose of discussing salaries, and other conditions of employment. All other employees of the District are excluded.

#### **Negotiations Procedures**

1.2 The Association and the District will negotiate pursuant to current Board policies HA, HBA, and HH, and Ground Rules (Appendix A). Note: we will return to the Ground Rules in December 2023, to assess negotiation models.

The District and Association teams will mutually agree to participate in collaborative bargaining for the following bargaining season.

#### **Publication of Agreement**

1.3 The MOU will be posted on the Human Resources portion of the District's website.

#### Management Rights

1.4 Notwithstanding any provision of this MOU, the Board may unilaterally modify the MOU in emergency, unforeseen, or unusual situations such as disasters or causes of financial hardships that would prohibit the District from operating in a responsible and legal manner. Examples of these situations include changes in law or regulation, fire, flood, tornadoes, earthquakes, acts of war, acts of terrorism, significant losses of revenue, or large and unusual increase in expenditures. This list is not intended to be all-inclusive, and this clause is not limited to those items listed above. In the event the District determines an emergency situation exists as defined above, it shall reconvene the negotiations process with the Association's representatives to discuss the situation and possible solutions. Both parties agree that the determination of a resolution in an emergency situation is vested solely in the Board.

In addition, to eliminate any ambiguity, except as expressly provided in this MOU, nothing in this MOU shall be interpreted or construed to in any way restrict or affect the Board's exclusive rights

to direct and manage District operations and employees represented by the Association and to adopt, modify or delete District policies.

#### Section 2 Collaborative Decision Making

#### Collaborative Forum

2.1 The President of the Association or designee shall be a source of information upon request by the Board or District Administration. The District values teacher voice in the decision-making process and recognizes that our students benefit when teachers are included in the decision-making process. Both the District and the Association recognize that it is beneficial to student learning when both parties have joint communication that is transparent and collaborative.

The Association and the District will meet on a monthly basis. The focus of the meeting will be to discuss and come to solutions on issues of concern regarding the current MOU or other items. These monthly meetings will take place in order to maintain a level of trust between the District and the Association in order to move the district forward with strategic goals. Standing items on each month's agenda will be to address progress on previously discussed matters and to discuss district committees. The Association President or designee will also be represented at District Leadership "All Hands" meetings throughout the school year.

#### Committees

2.2 In order to maintain open communication and provide opportunities for the NEA to advise and consult with the Board and the Superintendent of the District on issues, the District shall provide an option for the Association to appoint at least one representative to serve on all District committees.

Any committee formed to study teacher salaries will be defined through and report to negotiations.

The District shall notify the Mehlville NEA President with a list of known District committees prior to the start of the school year. The monthly meeting between the Association and the District will include a standing agenda item to discuss any committees being created/formed after the start of the school year. The Association and the District shall work collaboratively during those monthly meetings to determine the appropriate representation for each committee.

#### **Building Charters**

2.3 Each building will announce and publish the structure, mission, and task of their version of a building leadership team, in the form of a charter, on or before September 1 annually. Each building will announce and publish the members of their version of a building leadership team on or before September 15 annually. Each building will provide a written summary of each leadership team meeting to building staff within seven (7) calendar days of each meeting. Each school faculty will work collaboratively to identify their individual strengths and needs as well as the directives/initiatives that most benefit their student population and staff.

#### **Equity and Inclusion**

2.4 The District strictly prohibits discrimination and harassment against employees, students, or others on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, age, genetic information, and any other characteristic protected by law.

The District and the Association will continue to collaborate on ways to promote cultural differences, identity acceptance, racial equity, and social-emotional awareness within the school environment. Collaborative initiatives include but are not limited to:

The parties agree to update use of pronouns as follows: "They," "their," "them," and "themselves" are herein used as both singular and plural pronouns. Additionally, the District will review published materials and communications for opportunities to update pronouns.

The District will continue to provide and promote opportunities to faculty, staff and students to participate in equity work. District-wide equity initiatives will be communicated to all staff to encourage participation and share best practices.

Each school improvement plan will incorporate inclusion, equity, belonging, and anti-bias/anti-racist professional development for all staff. The current Race, Social Justice, and Equity committee will partner with the Department of Teaching and Learning to select the appropriate professional development.

Annually, Human Resources will develop sample/template interview questions that are vetted for implicit bias and equity and provide coaching/talking points for all building administrators to be implemented in their building hiring processes.

#### **MOU** Implementation

2.5 The Assistant Superintendent of Teaching and Learning, Human Resources, and the NEA President and Bargaining Team Representatives agree to meet prior to the start of the school year to collaborate on a presentation (or presentations) to educate administration and staff on the MOU.

# Section 3 Association Rights and Responsibilities

#### New Employee Orientation

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

Following a request, the District will provide to the Association the names, worksite, and positions of newly hired employees within ten (10) calendar days in advance of the new employee orientation. Any new hires will be added as supplemental information leading up to the first day of school with flexibility. The Association may provide information concerning Association membership, which the District may include in the new employee orientation package. The Association shall be the first teacher organization to speak to new employees during new Teacher Orientation and will be provided at least 15 minutes to do so.

#### Payroll Deduction of Association Dues

3.2 If the employee has so authorized, in writing, payroll deductions from his/her pay for Association dues and Association Political Action Committee contributions, then those deductions will be made provided that such payroll deductions are uniform for all employees within each dues tier and there shall be no more than four dues tiers. 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 deductions 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 or unless such deductions are determined by District to be contrary to law or regulation.

#### Association Use of District Communication Systems

3.3 The Association shall have uncensored use of meeting spaces, mailboxes, email, and other communication systems for communicating with bargaining unit members, 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 web site 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. The Association shall exercise good judgment, professionalism, and ethical conduct in the nature of the materials and communications distributed.

#### **Association Release Time**

3.4 The District and the Mehlville NEA will maintain open communications and provide opportunities for the MNEA to advise and consult with the District and BOE on issues of mutual concern. To facilitate this relationship, the MNEA will be granted the equivalent of four (4) administrative leave days to be used during the school year by the MNEA President, or designee(s) thereof, for Association business as authorized by the President of the MNEA. The Association shall submit all requests for leave to the Superintendent or their designee in writing and shall specify the names of the Employees involved and the length of time/days off.

#### Section 4 Salaries and Benefits

#### Salary

- 4.1 The 2023-2024 salary schedule is attached as Appendix B and shall be part of this Agreement. Salaries shall be subject to the teacher salary schedule (Appendix B), teacher contracts, and negotiations to the extent required by law.
  - All teachers will receive a one step increase.
  - Channel changes will be given to all eligible staff.
  - The current salary schedule will change by adding \$4,500 to the base and then distributed throughout the salary schedule, and step 4-4.5 on the 2022-2023 schedule will become a new tier 5-5.1 with restructuring of the subsequent steps.
  - The following Salary Restoration Plan will be implemented starting in the 2023-2024 school year for employees that have not previously been restored:
    - Teachers that were frozen between FY08 and FY09, will receive two additional steps (for a total of 3 steps) for the 23-24 school year.
    - Teachers that were frozen between FY15 and FY16, will receive one additional step (for a total of 2 steps) for the 23-24 school year.

#### Insurance

4.2 The District will provide access to and contribute to the cost of health, dental, life, and vision insurance for full-time professional staff members in accordance with Board Policy GCBC. The parties acknowledge that the amount of group health and dental premiums are not within the District's control, but that the District and the Association both would like to restrain the growth of group health and dental premiums. To eliminate any ambiguity, this shall not prevent the District from changing the amount of its contribution at the start of any plan year. The District will involve employees, one or more of whom shall be members of the Association, during the study of new group health and dental plans or premiums that may occur during the term of this MOU.

#### Extra Duty Contracts

4.3 All certificated staff extra duty shall be by separate contracts stating the extra assignment pursuant to Board Policy GBAA. The Extra-Duty Contract Salary Schedule is set forth in Appendix C. The Extra Duty Contract committee will reconvene in 2023-2024 and will report to negotiations.

#### Overload Pay

4.4 The District discourages the use of any regular teacher in a substitute capacity. However, in cases of emergency, this practice may be used. A classroom teacher who substitutes for another teacher during their plan time, covered the classroom for the day, or took on additional students will be paid at the rate of \$25.00 per hour by completing an Overload Pay Authorization Form (Appendix G).

Overload Pay Authorization forms will be submitted to Human Resources by the principal or designee in a timely manner not to exceed more than four (4) weeks after the date of service. Payment will be issued after receipt of this timesheet by Human Resources and according to the pay schedule. To be eligible for this rate, a minimum of 15 cumulative minutes must have been worked. Any time less than 15 minutes will not be eligible for such payment.

#### **Tuition Reimbursement**

4.5 Tuition reimbursement is only available to teachers who have served at least one year in the District, are returning to the District, and who are not on any type of leave. A minimum grade of B in a course is required for reimbursement. Teachers will be reimbursed for no more than six (6) credit hours per semester.

The District requires pre-approval for all degree programs and graduate courses through the Human Resources office. If seeking a second Masters, the area of study must be in a different area than the first. Teachers seeking to benefit from this program shall submit the Graduate Degree Program Approval (Appendix D) form to the Human Resources office. Once the Program Approval form has been approved, Teachers must complete the Course Approval/Tuition Reimbursement Form (Appendix E).

The District shall annually budget an amount equal to two times (2x) the base teacher salary for tuition reimbursement. The funding year will have a summer semester, fall semester, and spring semester cycle. The formula to calculate per credit hour reimbursement is Teacher Base Pay divided by Total Number of Credit Hours Taken (six credit hours per teacher per semester maximum).

#### Building and District Teacher-of-the-Year

4.6 Each Mehlville School District building Teacher of the Year will receive building and district level recognition and be provided the opportunity to attend district funded regional, state, or national conferences/professional development of their choice not to exceed \$1000. In addition, the District Teacher of the Year will also be recognized and provided with the opportunity to attend district funded regional, state, or national conferences/professional development of their choice with an additional \$2000 (for a total of \$3000). Approval of the selected conferences/professional development will follow the administrative leave policy and take place between July 1 and June 30 of the upcoming fiscal year.

#### **National Board Certification**

4.7 The Mehlville Teaching and Learning department will facilitate a National Board Certification Cohort. All costs and fees associated with obtaining National Board Certification or recertification will be approved and district funded (or reimbursed if obtained independently).

Full-time teachers completing and maintaining an approved National Board Certification will receive an additional amount to their scheduled salary each year commensurate with a doctorate.

Once official notification of initial National Board Certification is received in Human Resources, it will be reflected on their contract for the following school year.

#### Section 5 Leave

#### Regular Leave

5.1 There will be no changes to Leave Policies GCBDA and GCBDB for the 2023-2024 school year except what comes out of the 2023-2024 negotiations.

Certified employees with probationary/permanent teaching contracts shall be given leave amounting to ten days for the first school year, ten days for the second school year, and seven days per school year of employment thereafter. All certified employees who work a 12-month employment agreement shall receive 12 days for the first school year and nine days per school year of 12-month employment thereafter. There shall be no limit to the number of leave days that may be accumulated.

#### Pregnancy, Childbirth, and Adoption Leave

5.2 Employees 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. Employees eligible for FMLA leave for the birth, first-year care, adoption or foster care of a child will receive 48 additional cumulative leave days for use over the duration of their employment, which must be taken concurrently with FMLA leave.

Employees who are ineligible for FMLA leave may take up to six weeks of leave for the birth, first-year care, adoption or foster care of a child and may use any combination of regular leave, vacation, or unpaid leave.

#### Bereavement

5.3 The Superintendent or designee may grant additional bereavement days, for a total of ten (10), due to extenuating circumstances as determined on a case by case basis.

#### Restricted Leave

A list of restricted leave days will be communicated to certified staff by the District prior to the first teacher contractual day. The list of restricted days (Appendix H) will be posted in the Human Resources Documents section of the shared All District Staff Google Drive.

#### Attendance Incentive

An employee who uses two (2) or fewer regular leave days per year shall be awarded \$250. Attendance incentives will be paid out once a year within thirty (30) days of the conclusion of the school year.

Use of administrative leave, bereavement leave, jury duty leave, crime victim leave, leave for court subpoena, and/or election leave will not be counted as an interruption to the attendance incentive.

The attendance incentive will be reviewed for effectiveness at the 2024-2025 negotiations.

An employee will not receive the attendance incentive in the event they separate from the District prior to the end of the school year.

#### Section 6 School Year/Day Defined

#### School Year Defined

6.1 The length of a teacher contract shall not exceed 182 working days. The calendar will include at least 3.5 self-directed teacher workdays with one (1) of those workdays including an option for remote work. For the 2023-2024 year, January 16, 2024, self-directed teacher workday, will include an option for remote work.

#### School Day Defined

6.2 The work day for teachers is defined as 7 hours and 20 minutes which shall include a minimum twenty-five (25) minute duty-free lunch period. Duty-free lunch time does not include any time staff are required to supervise students and/or perform duties.

#### **Faculty Meetings**

6.3 Faculty meetings held outside the normal work day shall not exceed sixty (60) minutes total per month except in extenuating circumstances.

#### **Duties Outside Regular School**

6.4 Building principals, in collaboration with central office administrators, shall make reasonable efforts to advise teachers of expectations for activities such as concerts, sporting events, fundraisers, and picnics that are not part of a teacher's normal responsibilities under Board Policy GCA-R1, or under law.

#### School Calendar

6.5 Adopted school calendars are contained in Appendix F. The 2023-2024 calendar committee will consider the benefits to students and staff of adopting an hourly calendar compared to day's calendar when developing the 2024-2025 calendar, within the parameters of Missouri State Statute. The calendar committee will have the authority to make recommendations to the Board of Education.

#### Planning Time

6.6 Full time certified staff will be provided the DESE recommended minimum of 250 minutes of self-directed plan time per week. Duty time, including supervision of students before school and after school, passing time and lunch, does not count toward these 250 minutes.

If an employee is not receiving 250 minutes of plan time, they will contact their building administrator to work on a solution.

#### **Professional Development**

6.7 Beginning with the 2019-20 school year, professional development at the district or building level will not interfere with designated teacher workday time approved on the district calendar. Effective July 1, 2023, all certified staff attending professional development outside of the contracted school year will receive compensation at a rate of \$29 per hour. Professional development during the summer is encouraged but not mandatory in most cases.

#### Section 7 Certified Vacancies, Transfers, and Postings

#### Internal Transfer Philosophy

7.1 The Mehlville School District embraces appropriate movement of certified staff from one position to another as an effective vehicle to enhance the strength of the school system and ensure professional growth of our certified staff. The transfer process should enable certified staff to be employed in positions that best benefit the students, school, and District and allow for the greatest utilization of the employee's skills, strengths, and interests. The transfer process is designed to facilitate the movement of certified staff in a positive and timely manner.

#### **In-Building Transfers**

7.2 In-building transfers shall be defined as movement from one position to another in the same building. Approval for this movement should occur prior to June 1 effective the following school year. Prior to June 1, and when there is a vacant position in a building, the building principal will electronically inform the staff of the opening and allow those teachers in that building three (3) business days to indicate interest in the opening. Prior to posting the position district-wide, the principal shall interview all qualified candidates that express interest to allow movement within the building. If there are no known qualified candidates within a building for the vacant position, then the three (3) business days to indicate interest shall be waived and 7.3 shall apply.

#### **Voluntary Transfers**

7.3 A voluntary transfer shall be defined as a transfer initiated by an employee. It is desirable when making transfers to consider the interests and aspirations of employees as well as the best interest of student learning. If a vacant position is not filled through an in-building transfer, the vacant position shall be posted on the District's electronic application/hiring platform located on the District's website. Internal candidates may apply to internal postings for consideration.

Any displaced employee will be appropriately placed in a position for which they are qualified before voluntary internal transfer candidates will be considered for a vacant position.

District level training of building level administrators will take place to set expectations surrounding transfers, hiring, reassignments, and the use of these opportunities to help staff members grow. Audits of these practices shall be conducted throughout the school year to determine the effectiveness of our agreed upon procedures.

#### **Voluntary Transfer Process:**

- 1. Current certified staff interested in a voluntary transfer effective the following school year shall apply to internal vacant positions posted on the District's electronic application/hiring platform located on the District's website.
- 2. If five (5) or fewer appropriately certified internal candidates apply for a vacant position, all internal candidates will be interviewed. If more than five (5) appropriately certified internal candidates apply for a vacant position, the principal will interview at least five (5) and may interview more at their discretion. When more than five (5) internal candidates apply for a vacant position, the five (5) selected for an interview will be determined by an administrative screening process that considers the internal candidate's qualifications in the following sequential order: certification, years of service in the District, and content knowledge/experience. An internal candidate will be notified if they are not selected for an interview. Selected candidates will be interviewed by the building principal or supervising administrator prior to the start of external interviews.
- 3. Following the interview and selection process, the principal/director will contact the employee regarding if they were/were not selected for the position.
- 4. Summer School vacancies will be posted internally prior to summer school session for a minimum of five (5) days. The District will interview internal candidates prior to interviewing external candidates.
- 5. Every effort will be made to provide professional development opportunities and necessary training to internal candidates who are selected for the implementation of new programs in order to support their success in these roles.
- 6. All vacant positions posted on the District's electronic application/hiring platform located on the District's website after June 1 shall not be subject to the in-building and voluntary transfer process. However, internal candidates may still apply.

#### **Involuntary Transfers**

7.4 An involuntary transfer is a transfer initiated by the District. Where necessary in the judgment of the administration, a teacher may be reassigned due to, but not limited to, the reasons listed in policy GCI-AP(1).

Such action may be subjected to the grievance procedure, commencing at Level II. When the district initiates an involuntary transfer, said transfers will be made on the basis of:

- i. District seniority
- ii. Appropriate certification
- iii. Subject matter/grade level experience

#### **ACS Vacancies**

7.5 Building principals will make all vacant ACS contract positions known to staff in that building via email. Building level candidates must express interest within 5 business days in order to be considered.

### Section 8 Meeting Student Needs

#### Class Size, Ratios, and Balance

8.1 The District is committed to proactively reducing class sizes within the financial constraints of the District. Elementary classroom teachers, and secondary teachers when applicable, will be actively involved in helping to determine balanced class rosters with their principal(s) and/or counselor(s). Input from specialists, and any other applicable staff, will also be considered when determining balanced class rosters.

A teacher who experiences difficulties with student/teacher ratio and/or equity of distribution should notify the counselor and principal. If the matter remains unresolved, then the principal will involve the appropriate school staff to brainstorm all possible options. If unable to resolve the problem at the building level, the teacher may discuss the problem with the Superintendent of Schools or designee to ensure that all appropriate steps have been taken to address the issue.

Class sizes should be maintained at a student/teacher ratio that is conducive to student learning and success. At all levels, principals should strive to equitably distribute students into classes/sections, taking into consideration the numbers and individual needs of students as well as the instructional environment intended to be created.

Individual teachers shall have class sizes that are at or below the DESE Minimum Standards. If class sizes exceed the Minimum Standards, an additional section of the grade level/course may be added, or a teacher's assistant will be assigned to assist the teacher. Short term alternatives to address class size may also be explored. The Assistant Superintendent and building principal will collaborate to provide a resolution to the teacher in writing within ten (10) working days of the class size standard being exceeded.

Student – Teacher Ratios:					
Grades	Recommended Standard				
Prekindergarten (PK)	20	10			
K-2	25	17			
3-4	27	20			
5-6	30	22			
7-12	33	25			

#### Classroom Resources

8.2 Teachers who are employed to teach in any expanded Mehlville program(s) will be provided adequate technology and resources to serve their students. This could include but is not limited to virtual, school within a school, and theme schools. The District will work with staff to obtain input and feedback as to how to develop and then improve the program(s).

#### Student Behavior

8.3 Disciplinary action taken against any pupil will be in accordance with the Board Policies regarding student discipline (JG, JGD, JGE, JGF, and JG-R1) and building procedures. There will be consistency in the due process of student discipline policies and procedures from building to building and among administrators. Building administrators will inform and discuss student behavior philosophy, universals, and expectations with staff prior to the first day of student attendance.

Mehlville School District will provide all district certified staff with student disciplinary guidelines. This will include a list of minimum and maximum consequences for violations of district disciplinary policies.

If a violation of district policy or building procedures occurs, staff have the option to enter the information into the District's student information system or follow building procedure at teacher discretion. No information entered into the District's student information system by a staff member may be removed or altered by anyone other than the staff person. However, an administrator may direct in writing a staff person to alter information they have entered into the District's student information system for clarity, accuracy, privacy, objectivity, clerical needs, or FERPA. Staff will be informed of the outcomes/consequences of disciplinary matters as soon as possible through the District's student information system.

#### Section 9 Teachers' Rights and Responsibilities

#### Right to Representation

9.1 Employees have the right to have an Association representative present when meeting with a school district administrator(s) where the employees may face discipline or when a meeting could lead to any actions or memorandums associated with the employee's discipline; including but not limited to meetings involving an employee's transfer, being placed on a Professional Improvement Plan (PIP), administrative leave, suspension, or termination.

Except in cases where the immediate safety and security of students and staff is at risk, in all meetings dealing with any items or memorandums associated with the employee's discipline, transfer, being placed on an PIP, suspension, or termination, the employee shall receive written communication at least two (2) contract days in advance with the nature/purpose of the meeting and who will be in attendance.

Except in cases where the immediate safety and security of students and staff is at risk, two (2) contract days, if requested, will be given to arrange for a representative. When a request for Representation is made, no action shall be taken with respect to the employee until the representative is present, provided such representation is timely. Any District decision regarding disciplinary action will be provided in writing to the employee.

#### **Due Process**

9.2 Employee discipline shall be fair and exercised for just cause. Except in cases of severe violation of District policy, serious or severe misconduct and/or illegal behavior under state or federal law, progressive discipline will be applied by the District.

Progressive discipline shall include but not be limited to: an informal discussion, formal discussions with written documentation, and then subject to further disciplinary action pending the outcome of an investigation.

All disciplinary action taken against an employee shall be in accordance with federal and state law. The District shall follow the requirements of just cause and due process. If an employee is placed on leave pending the outcome of an investigation, such employee shall continue to receive pay and benefits until the Board renders its decision.

If the District requires a written statement from an employee following an incident, the employee shall have twenty-four (24) hours to provide such statement.

Employees must be made aware of complaint(s)/concern(s) within five (5) working days of an administrator's knowledge if the complaint(s)/concern(s) may be used as the basis of disciplinary action. Anonymous complaints/concerns will not be used as the basis for disciplinary action.

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

#### Dress Code

9.3 Employees will have the discretion to dress in a manner that is appropriate for their position and setting.

#### **Communication Expectations**

9.4 Employees are not expected to return phone calls and emails on weeknights or weekends.

#### Substitute Plans

9.5 Certified staff will maintain a sub folder that includes a minimum of two (2) days of curriculum-based activities and any other information necessary to conduct instruction with minimal disruption to daily learning.

#### **Employee Assistance Program**

9.6 The District will provide employees and their immediate family members with an Employee Assistance Program ("EAP"), including confidential access to treatment resources. Employees will become eligible for EAP services upon the effective date of employment. Information shared by employees or their immediate family members will be confidential and will not be shared with the District without informed written consent from the individual. All identifiable records concerning participation or non-participation in the EAP shall not be shared with the District or placed in the employee's personnel file.

#### Professional Autonomy

9.7 It is the intent of both the Mehlville School District and the Mehlville NEA to assure that teachers possess professional autonomy. Both parties understand that classroom instruction and assessments shall be relevant to course content as prescribed in the appropriate curriculum adopted by the Board of Education and appropriate to the maturity level and intellectual ability of the students. The parties acknowledge the fundamental need to protect teachers from censorship or restraint which might interfere with their obligation to present fairly all sides of issues in their teaching functions. Teachers shall be responsible to provide students opportunities to investigate all facets, sides, and/or opinions of and about any and all topics introduced and shall strive to promote tolerance for the views of others and for the right of individuals to form and hold differing views and opinions. The teacher shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject under study, which are presented in a scholarly and objective manner. It is recognized that academic freedom is subject to such parameters as established by law, regulations, and the accepted standards of professional responsibility.

#### Section 10 Grievance Process

#### **Grievance Process**

10.1 Because violations of Board policies, regulations, and collective bargaining agreements are particularly problematic, the Board has developed a formal process for addressing these grievances.

Grievance processing should be viewed as a positive and constructive effort to establish the facts upon which the grievance is based and to accurately implement Board policies, regulations, or collective bargaining agreements. The Board strictly prohibits discrimination or retaliation against an employee for filing a grievance and directs all district employees to cooperate in the grievance process. The grievance process can be viewed in District policy GBM-3.

#### Section 11 Evaluations

#### **Evaluation Process**

11.1 The primary purpose of employee evaluations shall be the improvement of an employee's professional skills. All evaluations shall be fair and just. During the evaluation process, the employee has the right to bring representation.

#### **Evaluation Appeal Process**

11.2 An employee may appeal their evaluation as noted in the appeal process below when the employee believes that the procedures outlined in the evaluation process have not been followed or if the employee feels that information presented is not factual.

The employee may submit an appeal in writing to their immediate evaluator after receipt of the evaluation documentation. The employee must identify the reason for the appeal, including an explanation of the information supporting the appeal. When an appeal is submitted, the evaluator will schedule a conference with the employee within seven (7) working days of receipt to discuss the appeal. The evaluator will notify the employee of their decision within seven (7) working days after the conference to discuss the appeal. If the employee is not in agreement with the decision or if timelines are not followed, they may appeal to the Executive Director of Human Resources in writing within seven (7) working days of receipt of their evaluator's decision. The Executive Director of Human Resources will schedule a conference with the employee within seven (7) working days of receipt of the appeal. The Executive Director of Human Resources will notify the employee of their decision within seven (7) working days of the conference to discuss the appeal.

#### Performance Improvement Plans

11.3 If at any time during the school year the evaluator judges a certified staff member's performance on any of the criteria listed on the current teacher evaluation tool to be ineffective, the evaluator will schedule a conference with the certified staff member to discuss these concerns.

Documentation in the form of classroom observations or other appropriate documentation/data collection will be provided. If improvement is not satisfactory, and if the evaluator determines remediation is required, a Professional Improvement Plan (PIP) for improving a certified staff member's performance will be written by the evaluator and the employee to identify the responsibilities of both evaluator and certified staff member for achieving improved performance.

# Section 12 Ratification

This MOU shall be effective July 1, 2023 and shall continue in full force and effect through June 30, 2024 at which time it will expire and be of no further force and effect.

District Team	Association Team
Shannon Pike, Chief Negotiator	Christopher Tice, Chief Negotiator
Leff Bresler, Bargaining Team Member	Cindy Fogelbach, Bargaining Team Member
Jason Buatte, Bargaining Team Member	Bridget Kelly, Bargaining Team Member
Faul Morris, Bargaining Team Member	Mary Bayer, Bargaining Team Member
Chab Jekinger Chad Dickemper, Bargaining Team Member	Karl LeBrun, Bargaining Team Member
Brian Smith, Bargaining Team Member	Kristin Owen, Bargaining Team Member

Approved by the Association on: 5/4/23

Man McKelvie, President of the Association

Approved by the Board of Education on: 5/4/23

Peggy Hassler, President of the Board of Education

# Appendix A Ground Rules for Negotiations

#### **Purpose:**

It is the mutual objective of the Board-appointed District team and the Association team to provide the best possible education for the students of the District. Both parties aspire therefore to arrive at a mutually agreed upon document that outlines the salaries and the terms and conditions of employment for the individuals in the aforementioned bargaining unit. The Ground Rules set forth below are intended to guide and facilitate the negotiation process and assure good communication between the parties and create an environment characterized by mutual respect, trust and confidence.

#### **Teams:**

The Board-appointed District team and the Association team will each determine who the members of their respective teams will be. Neither negotiating team shall have more than six (6) members. Each team may have an expert(s) in a specific area who would join as needed to provide expertise, but this person(s) shall not be a member of the negotiating team. The District team shall consist of the Assistant Superintendent of Human Resources, two (2) principals, and three (3) central office administrators. If there is an unavoidable absence of any one of the team members, each team may be allowed one alternate. There will be no rotation of new persons outside of these parameters for the duration of the bargaining session. The members of each team have the authority of their respective constituents to reach tentative agreement on the proposals at hand.

#### **Communications:**

All communications during the bargaining process will be at the discretion of both sides.

#### **Schedule of Session:**

The Association and the District will notify one another of bargaining topics on or before December 1 annually. The Association and the District will notify one another of bargaining team members on or before January 25 annually. Such notice will include the name of a spokesperson.

The first meeting of bargaining teams will be on or after February 1, annually. The purpose of this meeting shall be to review the ground rules from the previous year and add, delete, or modify elements of the ground rules.

The District will provide a financial report to the Association on or before March 1 annually.

The bargaining teams will make every effort to reach a tentative agreement by April 1<sup>st</sup> annually. Per policy, May 31 is the last date to request mediation. The specific meeting dates of bargaining will be determined at the first bargaining meeting and mutually agreed to by the Mehlville Education Association and the District with flexibility.

Meetings will be held on mutually agreed upon dates and times from now until a tentative agreement is reached. Changes in dates shall be scheduled prior to the close of meeting time.

#### **Process:**

An agenda will be mutually set for each meeting outlining the topics to be discussed during the session. The agenda for the subsequent meeting will be created and agreed upon at the end of the previous session. If there are changes in the dates, there will be no less than a 24 hour notice.

Notes from each session will be initialed and dated in the top right hand corner of the document by a representative from each team along with the agenda for the next meeting.

All parties will also honor timelines for data requests. Negotiating teams may request time to caucus. Any caucus lasting more than 30 minutes shall result in adjournment of the negotiating session unless mutually agreed.

Any proposals submitted shall be vetted against the following questions:

- · Is it legal? Does it violate any rules, regulations, case law, statute, etc.
- · Will the Board and bargaining unit membership agree to this?
- · Is it affordable?
- · Is it comparable to other similar districts?
- · Is it sustainable?
- · Is it supported by district goals and the strategic plan?

Once an MOU has been ratified, it will be posted on the district website.

#### Goal of the Negotiation Process:

The goal of the negotiation process will be to write all tentatively agreed items into a Memorandum of Understanding (MOU) final document. The existing Memorandum of Understanding will be the starting point for discussion. The tentative agreement will be presented by the Association to the Bargaining Unit members for a ratification vote. The results of the ratification vote will be communicated to the representative(s) for the District. The District negotiation chairperson will then present the MOU to the Board with a recommendation for final approval at the next regularly scheduled board meeting. The final agreement will be indicated by signatures of the members of the respective negotiations teams and signed by the president of the Board of Education.

#### Package Completion: Impasse procedures

In the event of an impasse, both parties will follow Policy HBA.

#### Duration of the Ground Rules:

This document shall be agreed upon before negotiations on other matters related to salary, benefits, and working conditions and shall be referred to as Appendix A to the tentative agreement. These ground rules will also be considered as applicable for negotiations in subsequent years. These ground rules may be amended by mutual consent of both parties.



# 2023-2024 Salary Schedule

Placement on the salary schedule will be given for up to ten year's previous experience. Teachers who have earned an approved Ed.S. (Educational Specialist) degree will receive \$1,000 added to their scheduled salary. Teachers who have earned an approved National Board Certification, Ed.D. or Ph.D. degree will receive \$1,500 added to their scheduled salary.

Tier	Bachelors	Bachelors +15	Masters	Masters +15	Multiple Advanced Degrees
Tier 1-1.1	\$46,000	\$46,500	\$48,000	\$51,000	\$54,000
Tier 1-1.2	\$46,700	\$47,200	\$49,375	\$52,400	\$55,500
Tier 1-1.3	\$47,400	\$47,900	\$50,750	\$53,800	\$57,000
Tier 1-1.4	\$48,100	\$48,600	\$52,125	\$55,200	\$58,500
Tier 1-1.5	\$48,800	\$49,300	\$53,500	\$56,600	\$60,000
Tier 2-2.1	\$49,800	\$50,300	\$55,425	\$58,600	\$62,500
Tier 3-3.1	\$50,950	\$51,450	\$56,925	\$60,125	\$64,075
Tier 3-3.2	\$52,100	\$52,600	\$58,425	\$61,650	\$65,650
Tier 3-3.3	\$53,250	\$53,750	\$59,925	\$63,175	\$67,225
Tier 3-3.4	\$54,400	\$54,900	\$61,425	\$64,700	\$68,800
Tier 4-4.1	\$55,200	\$55,700	\$62,875	\$66,150	\$70,300
Tier 4-4.2	\$56,000	\$56,500	\$64,325	\$67,600	\$71,800
Tier 4-4.3	\$56,800	\$57,300	\$65,775	\$69,050	\$73,300
Tier 4-4.4	\$57,600	\$58,100	\$67,225	\$70,500	\$74,800
Tier 5-5.1	\$59,600	\$60,100	\$69,225	\$72,500	\$76,800
Tier 6-6.1	\$60,400	\$60,900	\$70,675	\$73,950	\$78,300
Tier 6-6.2	\$61,200	\$61,700	\$72,125	\$75,400	\$79,800
Tier 6-6.3	\$62,000	\$62,500	\$73,575	\$76,850	\$81,300
Tier 6-6.4	\$62,800	\$63,300	\$75,025	\$78,300	\$82,800
Tier 6-6.5	\$63,600	\$64,100	\$76,475	\$79,750	\$84,300
Tier 6-6.6	\$64,400	\$64,900	\$77,925	\$81,200	\$85,800
Tier 6-6.7	\$65,200	\$65,700	\$79,375	\$82,650	\$87,300
Tier 6-6.8	\$66,000	\$66,500	\$80,825	\$84,100	\$88,800
Tier 6-6.9	\$66,800	\$67,300	\$82,275	\$85,550	\$90,300
Tier 6-6.10	\$67,600	\$68,100	\$83,725	\$87,000	\$91,800
Tier 6-6.11	\$68,400	\$68,900	\$85,175	\$88,450	\$93,300
Tier 6-6.12	\$69,200	\$69,700	\$86,625	\$89,900	\$94,800
Tier 7-7.1	\$70,000	\$70,500	\$88,625	\$91,900	\$96,800
Tier 7-7.2	\$70,800	\$71,300	\$90,625	\$93,900	\$98,800
Tier 7-7.3	\$71,600	\$72,100	\$92,625	\$95,900	\$100,800
Tier 7-7.4	\$72,400	\$72,900	\$94,625	\$97,900	\$102,800

Appendix C \$46,000

		Experience in Position						
Level	Percent	1-3	4-5	6-7	8-9	10+	Positions	Positions
1	14%	\$6,440	\$6,762	\$7,084	\$7,406	\$7,728	4 Head Basketball	
							2 Head Football	
							2 HS Band	
2	12%	\$5,520	\$5,796	\$6,072	\$6,348	\$6,624	4 Head Soccer	
							4 Head Wrestling	
							2 HS Vocal Music 2 HS Head Drama	
3	11%	\$5,060	\$5,313	\$5,566	\$5,819	\$6,072	2 Head Baseball	
١	1170	ψ3,000	ψ5,515	ψ5,500	ψ5,015	ψ0,072	4 Head Swimming	
							4 Head Track	
4	10%	\$4,600	\$4,830	\$5,060	\$5,290	\$5,520	4 Head Water Polo	2 Varsity Cheer
							4 Head Volleyball	2 Head Dance
5	9%	\$4,140	\$4,347	\$4,554	\$4,761	\$4,968	1 Head Field Hockey	8 Asst Basketball
							4 Head Cross Country	8 Asst Soccer
							4 Head Golf	16 Asst Football
							2 Head Softball	4 Asst Wrestling
							4 Head Tennis	1 Head Girls Lacrosse
-	8%	¢2 600	¢2 064	¢4.040	¢4 222	¢4 44¢	4 Freshman Basketball	2 HS Asst Band
6	8%	\$3,680	\$3,864	\$4,048	\$4,232	\$4,416	4 Freshman Basketball 4 Freshman Soccer	8 Asst Track 4 Asst Swimming
							2 Freshman Wrestling	2 HS Yearbook
							4 Asst Baseball	2 Asst Cheer
							4 Asst Softball	
7	8%	\$3,680					2 Weight Room	
8	7%	\$3,220	\$3,381	\$3,542	\$3,703	\$3,864	2 Freshman Baseball	2 Freshmen Cheer
							8 Asst Volleyball	2 HS Newspaper
							2 Asst Water Polo	2 HS Broadcast Journalism
							2 HS Speech & Debate	
							4 HS Student Council	
9	7%	\$3,220					4 MS Instrumental Music	
40	<b>C</b> 0/	¢0.700	<b>*</b> 2.000	¢2.02¢	¢0.474	<b>60.040</b>	1 Strings Coordinator	
10	6%	\$2,760	\$2,898	\$3,036	\$3,174	\$3,312	2 Freshman Softball 4 Asst Cross Country	
							1 Asst Field Hockey	
							4 Asst Tennis	
							4 Asst Golf	
11	6%	\$2,760					11 Student Support	
							2 HS Detention	
12	5%	\$2,300	\$2,415	\$2,530	\$2,645	\$2,760	4 HS Asst Drama	
							2 HS Asst Vocal Music	
13	4.25%	\$1,955					2 Prof Dev Co-Chair	
14	4%	\$1,840	\$1,932	\$2,024	\$2,116	\$2,208	2 HS Asst Speech & Debate	1 HS Quiz Bowl
15	4%	\$1,840					4 MS Vocal Music	
16	3.5%	\$1,610	<b>64</b> 446	<b>64 540</b>	04.505	A4 050	4 MS Asst Instrumental Music	
17	3%	\$1,380	\$1,449	\$1,518	\$1,587	\$1,656	4 Color Guard	
18	1.5%	\$690					2 HS Honor Society 18 Prof Dev Associate	
10	1.5%	φυσυ					22 Clubs per HS	
							9 Clubs per Elementary	
							31 Clubs per MS	
19	1.0%	\$460					22 Elementary Fall & Spring Music	
19	1.0%	φ400						
	0 =0:	#000 TT					All-District Honor Choir	
20	0.7%	\$322.00	nhor of C	off in the	Donortes	ont	Teacher Mentors	
21		0-4	nber of St		Departm 15+	ent	HS Department Chairs MS Department Chairs	
		\$2,500	5-10 \$3,000	11-14 \$3,500	\$4,000		mo Department Chairs	
		ψ <b>∠</b> ,300	φυ,υυυ	ψυ,υυυ	Ψ-,000			



# **Graduate Degree Program Approval Form**

Degree, the hours taken must be p	, a Masters Degree, a Masters Plus 15, or a Multiple Advanced part of an approved Masters Degree Program. Any graduate directly related to your content area. Briefly explain how
this degree will enhance your teac	· · ·
If seeking a second Masters, the ar	rea of study must be in a different area.
	ed from accredited universities which include, but are not SLU, Maryville, Southwest Baptist, Missouri Baptist, y, SIUE, SEMO, and UMSL.
approved by the Human Resource program overview/description from office. The program description can	al or enrolling in courses, the degree program must be es office. Please complete this for, attach a copy of the om the university, and forward it to the Human Resources an usually be found in the universities' handbooks, catalogs or signed copy will be returned to you.
Name:	School:
Grade/Department:	
Degree:	
University:	
Total Degree Program Hours:	Transfer Credit Hours:
	legree, what school did you attend and what was the
APPROVED BY:	
Principal	Date
Executive Director-Human Resource	res Date

Appendix E



## COURSE APPROVAL/TUITION REIMBURSEMENT FORM

NAME		LOCATION		_
SUBJECT / GR	ADE TAUGHT			
<ul> <li>Prior thuma</li> <li>This fine Resonment</li> <li>It is the prior t</li></ul>	to enrolling in courses or seeking course app an Resources office. form is to be completed <b>prior</b> to taking course furces office. The teacher's obligation to make certain that a the attending institution prior to submission o	oroval, the graduate degree program muse e(s). One copy of this completed form is t Il courses listed are graduate courses and	o be sent to the Human	
Year				
Please indica	ate to which program the course(s) wi	Il apply:		
☐ Bachelor's+			Additional Certification	
Course #/ Online Status	Term the Course is taken	Course Name	University	Hours
Course# Online  Yes No	Fall Spring Summer Fall Spring I Fall Spring I			
Course# Online Yes No	Fall Spring Summer Fall I Spring I Fall II Spring II			
Course# Online Yes No	Fall Spring Summer Fall Spring I Spring I Spring II			
Course# Online Yes No	Fall Spring Summer Fall Spring I Spring I Spring II			
Course# Online  Yes No	Fall Spring Summer Fall Spring I Fall Spring I Spring II			
Course# Online  Yes No	Fall Spring Summer Fall I Spring I Fall II Spring II			
Course# Online  Yes No	Fall Spring Summer Fall I Spring I Fall II Spring I			
who have served at lea Yes, please consider m level or higher and part reimbursement will be p	nent (2X first year teacher salary divided up st one year in the district, are returning to the y hours (up to the maximum of 6) for tuitior of an approved degree program. A grade of paid within the first quarter of the following so business day of September in order to be	e district and who are not on any type of le n reimbursement. I understand the course B or better is required for reimbursement hool year. I will send transcripts and a co	eave. e work must be graduate . I also understand	
Teacher's Si	gnature	Date _		
APPROVED BY Principal/Sup	Y: pervisor Signature	Date _		
Executive Dir	rector of Human Resources	Date		

21-29 No School - Winter Break

## 2023-2024 ACADEMIC CALENDAR



First and Last Day of School
Early Release Day/PD
Professional Development

No School - District Closed No School - Teacher Workday Inclement Weather Make Up Day

Mehlville Scho	ool District		Professional Developmen	Professional Development Inclement Weather Make Up Day		
4 District Closed - Indepe	2 3 9 10 16 17	July '23  T W T F 3  4 5 6 7 8  11 12 13 14 1  18 19 20 21 2  25 26 27 28 2	1     2     3     4     5     6       3     7     8     9     10     11     12     13       5     14     15     16     17     18     19     20       2     21     22     23     24     25     26     27	Teacher Workday  11-12 Final Exams  12 End of Second Quarter/First Semester		
TBD New Teacher Orientation 17 District Professional De 18 PD - 1/2 Day District; 1/ 21 Teacher Workday 22 First Day of School	on S M velopment 2 Day Building 6 7 13 14 20 21	August '23  T W T F S 1 2 3 4 8 8 9 10 11 1 15 16 17 18 1 22 23 24 25 2 29 30 31	6     4     5     6     7     8     9     10       9     11     12     13     14     15     16     17	28 Early Release, Early Childhood PM Attend 0 7		
4 No School - Labor Day 13 Early Release, Early Ch	s M sildhood AM Attend 3 4 10 11 17 18	ptember '23       T     W     T     F     S       5     6     7     8     9       12     13     14     15     1       19     20     21     22     2       26     27     28     29     3	2     3     4     5     6     7     8     9       6     10     11     12     13     14     15     16       3     17     18     19     20     21     22     23	2 15 End of Third Quarter 18-22 No School - Spring Break 6 27 Early Release, Early Childhood PM Attend 3		
11 Early Release, Early Ch 16 ES Parent/Teacher Co 17 MS Parent/Teacher Co 18 HS Parent/Teacher Co 19 Early Release, Early Ch Parent Teacher Confe 3 hrs 20 mins, End of 20 No School - District Clo	S M   1 2   2   2   2   3   3   3   4   4   5   6   6   6   6   6   6   6   6   6	10 11 12 13 1 17 18 19 20 2 24 25 26 27 2 31	1     2     3     4     5     6       4     7     8     9     10     11     12     13       1     14     15     16     17     18     19     20       8     21     22     23     24     25     26     27       28     29     30	No School - 1/2 Day PD, 1/2 Day Teacher Workday No School - District Closed		
7 No School - Election Da 1/2 Day Teacher Work 22-24 No School - Thanksgivi	y - 1/2 Day PD, day S M 5 6 12 13 19 20	vember '23       T     W     T     F     S       1     2     3     4       7     8     9     10     1       14     15     16     17     1       21     22     23     24     2       28     29     30     30	1         5         6         7         8         9         10         11           1         5         6         7         8         9         10         11           8         12         13         14         15         16         17         18	28-29 Final Exams Last Day of School End of Fourth Quarter/Second Semester		
13 Early Release, Early Ch		cember '23 T W T F	June '24 S M T W T F S	3-6 Inclement weather makeup days		

9

16 17

23 24 25 26

10 11 12

18 19

13 14 15

20 21 22

27 28 29

2

23

30

8 9

14 15 16

11 12

18 19

20

No School - Juneteenth

The district may use up to five virtual learning

days for inclement weather or other emergency.

Should we use all five days, additional inclement

weather days will be made up beginning May 30.

19

**Building:** 

**Building Administrator's Signature** 



Individually Focused. Committed to All.

OFFICE OF HUMAN RESOURCES

# TEACHER OVERLOAD PAY AUTHORIZATION FORM 2023-2024

Complete this form and <u>return to Human Resources</u> when a teacher covers another teacher during plan time **or** takes on additional students.

Reimbursement will be at the approved rate of \$25.00 per hour. A minimum of 15 minutes must have been worked. Any time less than 15 minutes will not be eligible for such payment; time worked should be reported in increments of 15 minutes.

Overload Pay Authorization forms will be submitted to Human Resources by the principal or designee in a timely manner not to exceed more than four (4) weeks after the date of service. Payment will be issued after receipt of this timesheet in Human Resources and according to the pay schedule.

Date:

8. <u> </u>					
			Choose one of these columns		
Name (First & Last)	Teacher Substituted For	Hours Worked	Additional students taken on (yes or no)	Covered class during plan time (yes or no)	
	ı		I	1	

**Date** 



# RESTRICTED DAYS 2023-2024

August 17-23, 2023: First 5 Contracted Days September 1, 2023: Day before Labor Day September 5, 2023: Day after Labor Day

**Professional Development Day September 13, 2023:** October 11, 2023: **Professional Development Day** October 19, 2023: **Day Before Conference Comp Day** October 23, 2023: **Day After Conference Comp Day** November 7, 2023: **Professional Development Day** November 21, 2023: **Day Before Thanksgiving Break** November 27, 2023: **Day After Thanksgiving Break** December 13, 2023: **Professional Development Day** 

December 20, 2023: Day Before Winter Break January 3, 2024: Day After Winter Break

January 12, 2024: Day Before Martin Luther King Jr Day January 16, 2024: Day After Martin Luther King Jr Day

January 24, 2024: Professional Development Day February 16, 2024: Day Before President's Day February 20, 2024: Day After President's Day

February 28, 2024: Professional Development Day

March 15, 2024: Day Before Spring Break March 25, 2024: Day After Spring Break

March 27, 2024: Professional Development Day April 2, 2024: Professional Development Day

April 9, 2024: Day Before Eid Break April, 11,2024: Day After Eid Break

April 24, 2024: Professional Development Day

May 22 – May 29, 2024: Last 5 Contracted Days (subject to change due

to snow days)