

**Maplewood Richmond Heights School
District**

Board of Education

And

**Maplewood Richmond Heights
National Education Association**

**Collective Bargaining Agreement
For the 2024-2025 School Year**

Duration

This Collective Bargaining Agreement shall be effective July 1, 2024 and shall continue in full force and effect through June 30, 2025.

District Team	MRHNEA Team
Dr. Shonda Ambers-Phillips	Annie Rothenberg
Chris Hoelzer	Rich McCollum
Dr. Chris McGee	Scott Greife-Wetenhall
Dr. Bonita Jamison	Jenna Muskus
Nicole Huffman	Stacey Schwab
Cindy Ormsby	Sarah Macky
	Mindy McBride
	Tate Haugen
	Angie Mitchell
	Bethany Nobbe
	Amy Williams
	David Ganey
	Kari Estes

Approved by the Board of Education on: _____ Approved by the Union on: _____

President of the Board of Education

President of the Union

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Section 1 Foundations

1.1 Introduction and Purpose

This Agreement is entered into between the Board of Education of the Maplewood Richmond Heights School District, hereinafter referenced as the Board and/or District and the Maplewood Richmond Heights National Education Association, hereinafter referenced as MRHNEA or the Union. Upon approval by the Board and the Union, the parties agree to be bound by the terms and conditions set forth below.

The Board and the Union agree that the best interest of the Maplewood Richmond Heights School District shall be served by establishing a negotiations process based on mutual respect and consideration, as we strive to reach agreement on matters of mutual concern. The Board and the Union believe that continuing a collaborative effort in the negotiations process is in the best interest of both parties. In addition, both parties will continue to foster a collaborative process.

The parties agree to negotiate in good faith for the purpose of reaching a mutually acceptable Agreement on matters related to salaries, hours, benefits, terms and conditions of employment, and other matters of mutual concern affecting the work environment.

1.2 Exclusive Representative

The Board recognizes the Union as the exclusive bargaining representative of employees in the bargaining unit consisting of teachers, counselors, librarians, and social workers on the teacher salary schedule who are regularly required to be certified under Missouri laws or DESE regulations relating to the certification of teachers, counselors, and/or social workers that pay into the Public School Retirement System (PSRS).

1.3 Management Rights

The Board of Education may modify this agreement in emergency, unforeseen or unusual situations such as disasters or other causes of financial hardships that would prohibit the district from operating in a responsible and legal manner. Examples of these situations would be fire, flood, tornadoes, earthquakes, pandemics, acts of war, acts of terrorism, cyber-attacks, 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 that the district determines that there is an emergency situation as defined above, prior to modifying this agreement, it shall

reconvene the negotiations process with MRHNEA representatives to discuss the situation, collaborate on possible solutions and attempt to come to a mutually agreed upon outcome. The Board explicitly maintains all authority over the management of the District for all issues not included within the Collective Bargaining Agreement. Nothing in this agreement should be interpreted to conflict with any and all Board of Education duties permitted by Missouri statutes.

1.4 Definitions

The term “Employee”, “certified staff member”, or “teacher” when used hereinafter in this Agreement shall refer to all regularly employed unit members as defined in 1.2

The term “Day(s)” shall be defined as working days and exclude weekends, holidays, and other days the District is not open, unless otherwise specified in this Agreement.

“Self-directed time” consists of employee determined tasks including but not limited to grading and planning. Self-directed work time does not include district scheduled professional development or meetings. Self-directed work time may be conducted virtually if there is not a need to be in the building.

“Per Diem Rate” is a teacher’s salary divided by the number of contract days.

1.5 Dissemination of Agreement

The Agreement will be posted on the Human Resources portion of the District’s website and emailed to the bargaining unit following ratification and Board approval.

Section 2 Negotiation Procedures

2.1 Ground rules

Ground rules for this Agreement are included as Appendix C. For the successor Agreement, the parties will review and amend ground rules prior to official bargaining sessions.

2.2 Reopeners

Should either the District or the Union wish to modify the current Agreement during the length of this Agreement, either party shall notify the other party in writing. The following will apply:

- A. Both parties must mutually agree to open the Agreement. Nothing shall compel either party to agree to reopen the Agreement.
- B. Any reopeners should be of narrow focus and clearly defined. The Ground Rules will be agreed upon prior to the start of negotiations.
- C. The negotiations process for reopeners shall be limited to thirty (30) calendar days.
- D. Any tentative agreements must be ratified by both parties.
- E. Negotiations shall be in conformance with the procedure outlined in this document.

2.3 Modification of Personnel Policies

In the event that there is a need to modify personnel policies (Board Policies, Section G), the Assistant Superintendent of Human Resources will notify the MRHNEA executive team or their designees of the proposed changes prior to the board meeting when the changes will be considered.

Section 3 Union Rights and Responsibilities

3.1 Information

The Union, as the exclusive representative for the Bargaining Unit, shall be provided names, worksite, position, phone number, and address of employees in the bargaining unit, by the District upon request, unless an employee has specifically requested such information not be provided.

3.2 Payroll Dues Deduction

If the employee has so authorized, in writing, payroll deductions from his/her pay for Union dues and 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 Union, 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 Union.

3.3 Use of District Communications Systems and Facilities

The MRHNEA shall have uncensored use of mailboxes, email, and other communication systems for communicating with bargaining unit members, except that the Union 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 MRHNEA may use the District's email accounts to direct members to other union-sanctioned websites, such as the MRHNEA website and other related communication tools; and for all official Union 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 MRHNEA may use District facilities for union business and meetings.

The MRHNEA shall be granted space within each District building, where Bargaining Unit employees are regularly assigned to work, for the placement of bulletin boards in each teacher lounge/workroom, to be purchased and installed at the union's expense. The MRHNEA may use an existing bulletin board provided it is agreeable to the District. MRHNEA notices or other materials may be posted on this bulletin board.

Access. Any authorized union representative shall have the right of reasonable access to District facilities, including teacher mailboxes, to contact District employees and transact union matters. The union representative may contact employees during duty free lunch periods, before and after employees' hours of service or when the employee is not engaged in duties. Union representatives visiting District facilities shall not interrupt District business or any employees engaged in duties or assignments. Upon arriving at any District facility, the Union representative shall first report to the office and sign in as a visitor and will be subject to all other security measures implemented by the District.

3.4 Collaborative Process

The MRHNEA executive team or their designees and the Superintendent will meet at a mutually agreeable time and location on a mutually agreeable monthly schedule. The focus of the meeting will be to discuss and come to solutions on issues of concern regarding the current Agreement, District Policies, or other items. These meetings will take place in order to maintain a level of trust between the District and MRHNEA and in order to move the district forward with strategic goals.

Once a semester, the Board of Education and the MRHNEA will conduct a Communications Lab, attended by representatives of the Administration, MRHNEA leadership, and the Board of Education members. The purpose of the meeting shall be to openly exchange information and points of view concerning priorities and ongoing

activities of the District as they relate to working conditions. The Board of Education and Superintendent together shall determine the time, date, and location of the Communications Lab and the Superintendent shall communicate such information to the President of the MRHNEA.

The Union President and Vice President will be notified when the Board of Education meeting agenda and all related documents are posted online at the same time the Board is notified.

3.5 District Committees

The District agrees that the Union may appoint two (2) or more members of the Union to serve on all District committees, work groups or task forces discussing educator working conditions. There will be no expectation of compensation when serving on District Committees.

3.6 Union Leave

The MRHNEA will be permitted union leave days that are not taken out of members' paid time off. These days will be used to conduct union business. The superintendent or designee must be notified in writing at least three (3) working days prior to the leave date of the names and dates of the MRHNEA members requesting such leave. Such requests to the superintendent must be made by the MRHNEA President or Vice President. The employee(s) taking such leave will not suffer any loss of pay or benefits during the period of leave. The MRHNEA will be granted twelve (12) total leave days annually. However, such leave may be denied during known high-absenteeism days including but not limited to Expedition days, Capstone days, Cardinal's Opening Day, etc.

In the event that a member of the MRHNEA is an elected member of the Board of Directors for Missouri NEA, four (4) additional days will be granted for leave to attend state union business. This leave is in addition to the above twelve (12) 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 regardless of the number of MRHNEA members elected to a state Board of Directors position.

3.7 New Employee Orientation

The MRHNEA shall have the opportunity to present to new hires in the bargaining unit during their orientations. For New Teacher Orientation, the District shall allocate one (1) hour during orientation for the union to speak with all new hires. The District will notify

the union at least ten (10) days prior to the time allotted for the presentation. The Union may cater the presentation. Only the recognized exclusive representative Union shall be allocated time by the District to speak during orientation.

3.8 No Retaliation, No Reprisal

There shall be no retaliation nor reprisal of any kind, by the District, against any employee because of membership in the MRHNEA. There shall be no discrimination nor reprisal of any kind, by the District, against any employee because of sanctioned union activity. There shall be no discrimination nor reprisal of any kind, by the District, against any employee because of a bargaining unit member's union position. No bargaining unit member shall be prevented from wearing or displaying insignia, pins, or other identification of membership in the MRHNEA at any time by the District. The Board supports the rights conferred on the bargaining unit members by the Missouri Constitution, Article 1, Section 29.

3.9 Participation in Political Activities

The District recognizes that teachers of the district have the same fundamental civic rights and responsibilities as other citizens. Among these are campaigning for elective public office and holding an elective or appointed public office.

No teacher will use school system facilities, equipment, or supplies in connection with campaigning; nor will the teacher use any time during the working day for campaigning purposes. State law prohibits teachers from participating in the management of a campaign for the election or defeat of a member of the Board of Education which employs such teacher.

Section 4 Compensation and Benefits

4.1 Salary

The 2024-2025 salary schedule is attached as Appendix A and shall be part of this Agreement.

4.2 District Hourly Rate

The District Hourly Rate will be \$33. This hourly rate will be paid for all employee work including but not limited to, required professional development or training that takes place outside of contracted hours, building authorized tutoring programs, curriculum writing, leading professional development, supervision of students during an employee's plan and/or lunch time, or required grade level meetings outside of contracted time.

4.3 Compensation for Extra Duties

The district will provide an employee with extra-duty compensation or a stipend to compensate the employee for performing additional duties outside of contracted time. The extra-duty handbook is included as Appendix B of this Agreement.

Any employee who is required to attend New Teacher Orientation or mandatory training outside of contracted hours shall be paid the District Hourly Rate. Compensation shall be paid in accordance with regular payroll procedures.

Any employee who works additional days prior to the start of the school year shall be paid their Per Diem Rate.

Home Visits (20-30 minute visit to a student's home outside of contracted hours) will be paid at the rate of \$25.00 per visit and \$10.00 for each scheduled visit "no show". Virtual Home Visits (if approved due to need) are paid at the rate of \$20.00 and are not eligible for "no show" compensation.

4.4 Mandatory Non-Compensated Evening Activities

Each building (ECC, Elementary, Middle School, High School) will have 5 hours of mandatory events that are held in the evening when employees are required to attend. For events requiring employee supervision outside of those mentioned above teachers will receive PTO for each hour worked. Teachers who are also parents attending events to support their child and are not providing supervision are not eligible for PTO.

Parent Teacher Conferences Annual Parent Teacher Conference days may fall outside of the normal working day. Conference dates may be established District or area-wide to minimize conflicts. The Calendar Committee shall schedule one compensation day off for educators who participate in conferences as reimbursement for time spent in conferences outside of contracted hours.

4.5 Professional Staff Salary Schedules

An employee may advance to a higher step and/or channel in a single year if such employee meets the qualifications to do so (See Appendix A).

4.6 Continuing Education

4.6.1 All employees under regular contracts are encouraged to continue their education

by earning advanced academic credit hours in an appropriate subject area or specialty. In order for an employee to advance on the salary schedule or move across salary channels, the coursework must be earned through an accredited institution approved by the Missouri State Department of Education for graduate credit hours. The graduate credit hours must be earned after the bachelor's degree is conferred, earned in the subject(s) taught by the teacher, earned in a related academic area or to obtain an additional state teacher/administrator certification, earned in a Master's of Education program appropriate to the elementary or secondary level, earned in an elementary or secondary counseling program, or earned in an elementary or secondary administration program.

4.6.2 The salary channels are established and defined by the Board. At present, the district has the following channels (See Appendix A):

- Bachelor's of Art or Science (BA or BS degrees).
- Master's of Art or Science (MA or MS degrees).
- Master's of Art or Science and 30 graduate hours earned beyond those for the Master's degree.
- NBCT.
- Doctorate.

Appeals regarding coursework and the conferral degrees should be addressed to the Assistant Superintendent Human Resources.

4.6.3 Timelines for Channel Changes In order for a fall channel change to be processed and reflected on the first paycheck of the school year, the channel change application must be received by the March 15 deadline and official transcripts must be received by August 31 in the Human Resources Department. Official transcripts must be received by August 31 in order for the change to be effective for the full contract term.

For second semester channel changes, completed channel change applications and all transcripts received on or before January 31 will be reflected on the 24th pay cycle. Official transcripts must be received by January 31 in order for the change to be effective for the second semester.

4.6.4 Tuition Reimbursement All MRH certified staff members who want to further their education in areas related to their work (as described in section 4.6.1) in MRH are eligible for annual reimbursement of tuition or NBCT fees of up to the equivalent of three (3) credit hours at the UMSL rate for graduate courses in the School of Education. In order to plan the budget for tuition support, those requesting reimbursement must submit a "Proposal for Tuition Support" by February of the year before the courses will

be taken, outlining their anticipated course of study and the estimated cost.

Tuition costs are reimbursed for approved coursework upon submission of a "Request for Tuition Reimbursement" form with appropriate tuition receipts attached. Upon completion of the course, staff members submit documentation, such as a grade report or transcript, that the course was completed. (If a staff member is unable to complete a course that has been paid for by MRH, the staff member will be responsible for reimbursing the district for the district's portion of the tuition costs.)

A memo with a copy of the "Request for Tuition Reimbursement" form will be sent to all staff members in January each year. Staff members must complete the proposal form and return to the HR office by February 15. When the proposal is approved, the staff member will receive a signed approval and the forms to be used to request reimbursement. All approved proposals for tuition support are included in the annual budget. Staff members must submit paid receipts attached to a "Request for Tuition Reimbursement" form to the HR office. Reimbursements are processed and paid up to the approved amount. When coursework is completed, the staff member must submit documentation showing completion.

If a staff member does not meet the February 15 deadline for Tuition Support approval, their proposal is placed on a waitlist for possible payment on a first-come, first-served basis should funds be available.

Staff members requesting tuition reimbursement will be required to sign an agreement to repay the district for the cost of the tuition reimbursement if the employee resigns from the district within one (1) year after receiving the reimbursement. The agreement will be signed when submitting the reimbursement request.

Staff members must have earned a grade of "C" or better or a "pass" in a pass/fail course in order to be eligible for reimbursement.

Tuition reimbursement is not available for staff members while on leave for any reason.

4.7 Step Credit for Previous Experience

The District shall honor previous years of experience up to fifteen (15) years of private school, parochial school, or public school experience to be brought into the District to be credited on the salary schedule, with one step provided for each year of teaching experience up to the 15 year maximum. For the term of this Agreement, current employees will be eligible for a one time step adjustment up to step 15 to receive credit for steps not previously credited.

Any teacher hired after the first day of the school year, but prior to November 15, shall advance per the salary schedule the following year.

4.8 Compensation Disbursement

Professional staff will be paid their contracted salary in installments between August 31 and June 30 of each year. The payment schedule will be communicated to staff.

4.9 Insurance

The District will provide Health, Dental, and Life Insurance benefits to all full-time employees and pay 100% of the employee premium for said coverage during the term of this Agreement. The District will offer Vision Insurance to all full-time employees at their own expense. Full-time employees may enroll eligible dependents in a District group Health, Dental, Vision, or Life Insurance at their own expense.

4.9.1 Insurance Committee The MRH Insurance Committee will be co-chaired by a MRH School District appointee and an MRHNEA appointee. The purpose of the committee is to ensure timely communication to members on any potential changes to vendors, plan offerings, district contributions, or the rate of dependent coverage. The committee shall meet three times a year following the District's meetings with the insurance providers.

The District and the Union will work together to educate staff about insurance coverage. Yearly meetings will be set up to review benefits and procedures, and to answer employee questions. Yearly employee meetings will be held to review benefits and procedures.

4.10 Employee Children Attendance at MRH

Full-time employees will be allowed to send their children in grades K-12 to Maplewood-Richmond Heights School District at no charge to the employee.

Section 5 Leave

5.1 Paid Time Off

Full-time school-term employees will receive 12 days of PTO. Part-time employees (working more than 20 hours) will receive PTO on a prorated basis.

Except in cases of emergency, including illness, the employee shall give 48 hours' advance notice in writing to the employee's immediate supervisor for approval.

However, 30 days' notice is required by law if the leave qualifies as FMLA leave and such notice is practical.

Approval from the superintendent or their designee is also required if the request spans three or more consecutive work days, as defined by the employees' work calendar, or if the request includes the first or last day of student attendance.

Illnesses requiring absence for three (3) or more days require a physician's statement. This statement should include the date the physician determines the staff member will be able to return to work. In the event of a prolonged illness, a physician's statement should be submitted at each thirty (30) day interval indicating the current condition and confirming the staff member's inability to complete his or her duties. In accordance with law, the district may require an employee to present a certification of fitness to return to work whenever the employee is absent from work due to the employee's health.

Absences may also be charged to PTO for childbirth and adoption leave in accordance with policy.

5.2 Paid Time Off for Overnight Expeditions

Certified staff who participate in expeditions that involve an overnight stay are eligible for 1 day of Paid Time Off per each night of expedition or field experience. The guidelines outlined below describe how such leave is earned, tracked and used.

1. Paid Time Off is accrued only for a required curricular activity (an expectation for all students/teachers as the result of being in a particular course or grade level) that involves one or more overnight stays involving supervision and instruction of students. Paid Time Off is not granted if a sponsor has an extra duty contract that covers the supervision of the event.
2. Teachers who participate in a qualifying activity that involves one or more overnight stays will earn 1 day of Paid Time Off for each night spent. If a teacher goes on an expedition or field experience during the day, but does not spend the night, he/she does not earn additional days. If the expedition involves weekend time, teachers will earn 1 day of Paid Time Off for each weekend day.
3. At the conclusion of an expedition or field experience, it is the staff member's responsibility to submit the "Paid Time Off" form to the building principal. Forms must be submitted within 15 days of the conclusion of the field experience.
4. Within 25 days of the conclusion of the activity, the principal submits in writing, a list

of participants who have Paid Time Off, the title of the activity, and the dates of the activity to the assistant superintendent.

5. The assistant superintendent approves and forwards a copy with her signature to the Business Office.

5.3 Accrual of Paid Time Off

Unused PTO may accumulate up to one hundred twenty (120) days. A certified employee who notifies the district of their retirement on or before January 15th at the time of retirement shall be entitled to receive compensation for accrued PTO leave up to a maximum of 30 days at the staff member's Per Diem Rate of pay. A certified employee who notifies the district of their resignation on or before January 15th at the time of resignation after ten (10) or more years of service with the district, shall be entitled to receive compensation for accrued PTO leave up to a maximum of 30 days at the substitute teacher daily rate of pay.

In the case of the death of an employee, the unused leave will be paid to the employee's designee. Any employee who is terminated for cause will forfeit all rights to the accumulated leave payment option.

5.4 Bereavement Leave

Employees will be granted up to five days of bereavement leave in the event of a death in the immediate family. Approval by the immediate supervisor is required. Immediate family is defined as spouse, parents, children, children's spouses, grandparents, grandchildren, and siblings of an employee or employee's spouse and any other family member residing with the employee.

5.5 Pregnancy, Childbirth and Adoption Leave

When a child is born, adopted, or fostered, the employee will be able to apply for Paid Parental Leave. This shall also be applicable to an Employee that becomes a court appointed legal guardian of a minor child. The district shall provide twenty (20) days of paid consecutive leave not charged against the employee's PTO. After the twenty (20) days of paid consecutive leave provided by the district has been exhausted, the employee will then use any PTO, vacation, or unpaid leave to fulfill the FMLA maximum of twelve (12) weeks if the need to continue leave exists.

5.6 Emergency Leave Bank

The emergency leave bank is a voluntary bank for all MRH staff. The intent of the plan

is to provide extended emergency leave benefits to those members who incur a prolonged disability or catastrophic illness that prevents them from working.

A committee comprised of one (1) administrator and six (6) staff members shall be elected annually by the department they represent. The Assistant Superintendent, one teacher representative from each building, one representative from Buildings and Grounds and one representative from the office staff will comprise the committee.

Each employee enrolled in the bank will donate one of his/her PTO days to the bank at the beginning of each school year or upon his/her employment with the MRH School District. An employee is not eligible to use the emergency bank until they have worked for the district for one school year. An employee that does not join the emergency leave bank when eligible, or drops from the plan in any year, will be considered to receive benefits as new employee when they join. Employees who join the pool will continue participation as long as they retain employment with the district or until they notify the district that they wish to discontinue membership in the pool. A person retiring or terminating his/her employment with the MRH District or withdrawing from the membership in the bank will not be able to withdraw any of his/her contributed days.

A staff member who has contributed to the Emergency Leave Bank may be eligible to draw from the bank after using all of his/her accumulated paid leave. The staff member or family member (on behalf of the staff member) shall submit an application to the Assistant Superintendent requesting withdrawal of days from the bank during their scheduled work year. In addition to the application, the staff member will be required to submit a letter from a physician stating the nature of the illness, the nature and that he/she is unable to work due to said illness/ requires leave from work, and anticipated duration of work restriction. The Emergency Leave Bank Committee shall maintain the right to require an examination by a physician of its choice. The staff member is responsible for updating the Assistant Superintendent (Human Resources) regarding his/her status on a weekly basis.

Emergency leave bank participants are eligible to withdraw days from the emergency leave pool if they have a serious health condition as defined under the Family and Medical Leave Act (FMLA) and regulations interpreting the FMLA. Participants who do not meet eligibility requirements for FMLA may still be eligible for emergency bank days as long as they have provided medical certification from a health care provider that they have a "serious health condition" as defined under the FMLA. For the purposes of emergency bank usage, childbearing does not fall under the category of catastrophic illness or prolonged disability unless complications are present. Emergency bank days will not be provided for serious health condition of family members or for other circumstances qualifying for FMLA protection.

For the year in which the prolonged disability/catastrophic illness occurs, subsequent instances of illness, verified in writing by a physician as directly related to the approved condition may be applicable to the emergency leave bank.

A maximum number of days that can be drawn from the bank is dependent on the number of years participating in the bank:

Year 1: 0 days

Year 2 & 3: 10 days

Year 4 & 5: 15 days

Year 6 and Beyond: 22 days

New employees are not eligible for the Emergency Leave Bank use until they have been employed for one (1) complete school year. Employees who become eligible for emergency leave pool after the days in the pool have been exhausted will not receive emergency bank days unless they are still eligible when additional days are added at the beginning of the next school year

5.7 Inclement Weather/School Closure

In the event that inclement weather results in district-wide school closures, the first three (3) days will be designated as traditional snow days which are not required to be made up by teachers.

Section 6 Work Year, Work Day, Calendar

6.1 Work Year

The contract term shall not exceed 189 working days. For the term of this contract, the contracted working days will include at least one self-directed work day at the start of each semester, and end of each quarter. In addition, one-half (½) virtual PD day at the beginning of the school year is reserved for Safe Schools compliance training.

Calendar Committee

The Calendar committee will include the MRHNEA executive team or their designees and the Superintendent or Designees. The calendar committee shall meet annually to create a calendar using MRHNEA survey information and legal obligations.

6.2 School Day Defined

The work day for teachers is defined as seven (7) hours and thirty (30) minutes which shall include a minimum thirty (30) minute duty-free lunch period. Duty-free lunch time does not include any time staff are required to supervise students and/or perform duties. These thirty (30) minutes are in addition to the time needed to walk students to lunch and help them through the line. Exceptions may be made due to catastrophic events to prevent extending the school year.

6.3 Faculty Meetings

Principals may schedule up to 1 mandatory 60 minute staff meeting per month. Meetings will be scheduled at the beginning of the school year and changed only when there are unexpected or emergency situations. Attendance at any additional staff meetings or beyond 60 minutes shall be voluntary.

Section 7 Working Conditions

7.1 Plan Time

All secondary, elementary, and preschool teachers will receive at least 250 minutes of self directed (as defined in Section 1.3 “Definitions”) plan time per week.

Duty time, including supervision of students before school and after school, meetings, passing time and lunch, will not count toward plan time minutes.

The building principal will work with teachers who are required to travel from building to building to modify their schedules to ensure proper planning time.

In the event a teacher is required to use planning time to supervise students as a substitute due to an emergency situation in which there is no supervision of students by the regular teacher, the assigned teacher will be paid at the District Hourly Rate of \$33 per hour.

7.2 Involuntary Transfers

An involuntary transfer of an employee is a transfer initiated by the District. Certified staff who must be transferred to another building as a result of closed buildings, enrollment decline, curriculum reorganization, or other District reorganization decisions will be given first preference in filling vacancies for the following year. Open positions for which certified staff in the involuntary transfer process are qualified will not be filled by voluntary transfers or new hires until all certified staff who are being involuntarily

transferred have been transferred to vacant positions. There will be a consultation with the employee by administration regarding the available positions for which the employee is appropriately certified for and to which they may transfer.

If the District determines the need for an involuntary transfer, the selection of certified staff to be retained in each building will be made by the following criteria in sequential order:

1. District Seniority
2. Appropriate certification
3. Subject matter/grade level experience

Section 8 Meeting Student Needs

8.1 Teacher/Student Relations

The relationship between all employees and students in the school district should be one of cooperation, understanding and mutual respect. All staff have the responsibility to provide an atmosphere conducive to learning, which should be accomplished through effective individual and group discipline. All students and staff will treat each other with respect and have the right to learn and work in a safe environment.

Disciplinary action taken against any pupil will be in accordance with the Board Policies regarding student discipline and building procedures. There will be consistency in the due process of student discipline policies and procedures. Building administrators will inform staff of student behavior philosophy, universals, and expectations prior to the first day of student attendance.

8.2 Curriculum Committee

A committee shall be established to identify and address curriculum needs. The committee shall consist of the assistant superintendent of curriculum and instruction and the following representatives from each building: principal or assistant principal, teaching and learning coach (or other equivalent role), and 1-2 Union appointed teacher representatives. The committee will meet in the summer to write curriculum and identify resources.

Section 9 Employee Rights

9.1 Right to Representation and Due Process

Employees must be notified in writing 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 without a full investigation to determine if the complaints/concerns are valid. 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.

If action is taken on any complaints/concerns in a teacher-administrator conference, that might result in the teacher's discipline, transfer, suspension or dismissal, the teacher shall be informed in advance in writing of the date, time, location, and purpose of the meeting, including any specific incident which the administrator seeks to inquire. The teacher shall be informed of his/her right to be accompanied by a representative of his/her choosing as long as the representative is employed by the school district or is a representative of the Missouri National Education Association. The employee shall have the option to provide a written statement in advance of any conference. During the conference, the teacher has the right to bring representation that they have arranged. If the representative of the teacher's choosing is not available, the conference will be rescheduled at a mutually agreeable time, but within 24 hours. If the conference cannot be scheduled during the teacher's contractual day, conferences shall be scheduled to begin no later than 15 minutes following the end of the teacher's contractual day.

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. 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.

The district will comply with Missouri statute regarding the discharge of probationary and tenured teachers.

9.2 Communication Expectations

Employees are not required to return phone calls and emails on weeknights, weekends,

or other non-contract days, except in extenuating circumstances. Parental communication is a priority and, at times, may need to occur outside of contractual hours.

9.3 Academic Freedom

The Maplewood Richmond Heights School District shall offer courses of study that will afford learning experiences appropriate to the level of student understanding. The instructional program shall respect the right of students to face issues; to have free access to information; to study under teachers in situations free from prejudice; and to form, hold and express their own opinions without personal prejudice or discrimination.

The parties recognize the need for the teacher to have the freedom to discuss and teach subjects and issues that may be controversial. Such subjects and issues may include, but not necessarily be limited to:

1. Politics;
2. Science;
3. Health and sex education; and
4. Values and ethics.

The parties encourage and support the concept of academic freedom, recognizing it as a necessary condition to aid in maintaining an environment conducive to learning and the free exchange of ideas and information.

Section 10 Grievances

10.1 Grievances Process

Both parties recognize a need for communication channels that are visible, nonintimidating and always available to address complaints or grievances raised by employees. It is encouraged by the District and the Union for parties to meet informally and try to reach resolution regarding any issue. During such meeting no staff member or administrator may use abusive language, profanity, or shout. Nothing contained in this grievance process shall deprive an employee of any legal right or right as a member of any organizations with which an association is affiliated. The grievant may be accompanied by a Union representative at any step in the grievance process. The Grievance Process outlined in Board policy will be controlling.

Section 11 Reduction in Force

11.1 Reduction in Force Procedures

No teacher shall be laid off pursuant to a reduction in personnel except for reasons established by law.

In the event it becomes apparent that teaching staff reductions are necessary, the superintendent shall communicate, in writing, the possibility of staff reductions to the president of the Union. The superintendent, in consultation with the principal and representatives of MRHNEA, 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 will make the final decision.

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

- a. Reduction in staff shall be implemented, whenever possible, by attrition.
- b. If teacher reductions are still necessary, such reductions shall be based upon tenure status of the teacher, districtwide seniority, and satisfactory performance-based evaluations (PBTE).
- c. Any transfer necessary pursuant to a reduction in staff shall be made in accordance with relevant transfer agreement.

A teacher who has been placed on an unrequested leave of absence pursuant to a reduction in staff shall be recalled on the basis of the items enumerated above and in the reverse order, provided the teacher is qualified for the vacancy. No new teacher shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid-off teachers with proper qualifications to fill the vacancies that may arise.

The Board shall give written notice of recall from layoffs by sending a registered or certified letter to said teacher at his or her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recalls or other notices to the teacher. When a teacher is notified that a position for which he or she is qualified is open, the teacher must contact the district within ten days to either accept or reject the offer. If the teacher rejects the offer, the teacher's 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 teachers. These lists shall be given to the principal and designated Union representative in each building. Such lists shall indicate the date of employment, the position and the building in which the teacher was last assigned. Recall lists shall be updated at the beginning of each new semester. The Union shall be provided with a copy of each updated recall list.

11.2 Seniority List

A District seniority list shall be provided to the Union upon request and at the time of a contemplated layoff.

Section 12 Evaluations

12.1 Fair Evaluations

The 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.

12.2 Performance Improvement Plans

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 to the employee. The employee will be provided time and opportunity to improve before moving to a performance improvement plan. 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 collaboratively by the evaluator and the employee to identify the responsibilities of both evaluator and certified staff member for achieving improved performance. PIPs shall have measurable indicators of improvement and satisfactory completion of the PIP shall be reasonably attainable.

Appendix A - Salary Schedule

MRH School District 2024-25 School Year Salary Schedule Proposal - Year 2 of 2 +3% B, +3% M						
Step	B	M	M+30	NBC	D	Step
1	44,568	46,674	50,292	52,806	53,309	1
2	45,568	47,958	51,675	54,258	54,775	2
3	46,568	49,277	53,096	55,751	56,282	3
4	47,568	50,632	54,556	57,284	57,829	4
5	48,568	52,024	56,056	58,859	59,420	5
6	49,568	53,455	57,598	60,478	61,054	6
7	50,568	54,925	59,182	62,141	62,733	7
8	51,568	56,435	60,809	63,850	64,458	8
9	52,568	57,987	62,481	65,606	66,230	9
10	53,568	59,582	64,200	67,410	68,052	10
11	54,568	61,221	65,965	69,263	69,923	11
12	55,568	62,904	67,779	71,168	71,846	12
13	56,568	64,634	69,643	73,125	73,822	13
14	57,568	66,411	71,558	75,136	75,852	14
		68,238	73,526	77,203	77,938	15
		70,114	75,548	79,326	80,081	16
		72,042	77,626	81,507	82,283	17
		74,024	79,760	83,748	84,546	18
		76,059	81,954	86,052	86,871	19
		78,151	84,208	88,418	89,260	20
		80,300	86,523	90,849	91,715	21
		82,508	88,903	93,348	94,237	22
		84,777	91,348	95,915	96,828	23
		87,109	93,860	98,553	99,491	24

Appendix B - Compensation for Extra Duties

See attached

Appendix C - Ground Rules

The Maplewood Richmond Heights School District and Maplewood Richmond Heights National Education Association agree to the following ground rules governing the negotiations process:

1. The District and the Association agree to bargain in good faith on any matter related to the terms and conditions of this Agreement.
2. The best interests of the students will be the objective for any and all agreements made. All discussions shall be conducted in an atmosphere of mutual respect for the process, the individuals and the opinions expressed.
3. Each party shall name its own negotiating team.
4. All proposals shall be in writing and all tentative agreements shall be reduced to writing, initialed and dated by the chief negotiators for each team at the session in which a tentative agreement is reached. Teams may mutually agree to reopen previous tentatively agreed upon proposals.
5. Both parties shall furnish each other, upon request, available information pertinent to the issue(s) under consideration.
6. Suggested modifications to the text of proposals/counter-proposals/responses will be presented in written form, using underline (dddd) text for additions and strike-through (~~dddd~~) for deletions.
7. During the negotiation meetings, each negotiating team is free to caucus as needed. Each team will be provided a private space in which to caucus.
8. Impasse: If no Agreement is reached, an impasse can be declared by either party. Within ten (10) days of the declaration of an impasse the parties will jointly request mediation services through the Federal Mediation and Conciliation Services (FMCS) or will jointly agree upon a third-party mediator. All costs of the impasse proceedings shall be borne equally by both parties.
9. A progress report will be part of the agenda, highlighting those items and progress made at each meeting.
10. When the parties have reached a tentative agreement, the TA package will be sent to the union membership for ratification. The bargaining chairs will communicate the ratification results to the district bargaining chairperson. An approved tentative agreement will be sent to the school board for approval. The president(s) of the union and the board president shall sign the ratified and approved agreement. The district will post it on the HR page.