

MASTER AGREEMENT

2021 -2024

Wentzville National Education Association
and
Wentzville R-IV School District

Updated July 2021

WNEA MASTER AGREEMENT
2021 – 2024
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Article I: Association Rights

A. Exclusive Recognition by the School District and Definition of Bargaining Unit

The Wentzville School District of St. Charles County, Missouri, (District) recognized the Wentzville National Education Association (Association) as the exclusive and sole bargaining agent for all teachers. In keeping with the exclusive and sole bargaining rights, the WNEA will be the sole representative of teachers at District events for teachers including, but not limited to, back-to-school events, professional development meetings, other district functions for teachers (staff picnics, e.g.), with the exception of events that would be considered an Open Forum. The teacher bargaining unit shall include full-time and part-time professional certified staff including teachers, counselors, librarians, process coordinators, diagnosticians, psych examiners, speech pathologists who hold DESE teaching certification, speech implementers who hold DESE teaching certification, curriculum coordinators, literacy and reading coaches on probationary, indefinite, and temporary contracts. Principals and other administrators/supervisors who have the authority in the interest of the District to hire, promote, or discipline other employees in the bargaining unit or to effectively recommend such action, shall not be included in the bargaining unit. The Association recognizes its responsibility to represent fully and equally without discrimination all members of the bargaining unit.

B. Bargaining Ground Rules and Procedures

1. It is the mutual objective of the Board of Education and the Association to provide the best education possible for the students of the District.
2. It is the mutual objective of the Board of Education and the Association to work in a continuous, collaborative negotiations process that is in the best interests of both parties.
3. It is the mutual objective of the Board of Education and the Association to bargain in good faith on any matter subject to compensation and working conditions and the terms and conditions of this Agreement.
4. Representatives of the District Team and Association will meet prior to the start of bargaining to establish ground rules and meeting procedures/protocols including but not limited to the size of the teams, the timeline for the process, and setting any joint training. Bargaining a successor Agreement should begin four (4) months prior to the expiration of this Agreement.
5. Tentative agreements can be authorized by both parties and will be compiled into a Master Agreement. The Master Agreement will be voted on by the Association. Ratification by the Association will be either an accept or reject vote. The Master Agreement will be presented to the Board of Education for a vote with a motion and a second to either accept or reject. Upon approval, the Master Agreement will be signed by the presidents and the bargaining chairs of the Association and the Board.
6. If the Agreement is rejected by either the Board or the Association, the teams will continue to meet for a three week period to assess the reason(s) to re-negotiate with the goal of reaching agreement. If there is no agreement, the matter will be submitted to the Board for a final decision.

C. Release Time for Association Business

For the duration of this Agreement the President of the Association shall be granted leave for up to 3 hours (class periods for Middle and High School teachers) per day and up to fifteen (15) days during the school year, provided that: (a) acceptable adjustments can be made for

continuity of instruction or for service provided by the President to the District; (b) the Association will submit the name of its President and inform the District about the amount of leave to be granted; (c) during the leave, the President will receive the pay and benefits he/she would have received, with salary advancements and adjustments, had he/she remained in his/her last position with the District; and, (d) the Association will reimburse the District the cost (salary and benefits, if applicable) of the replacement teacher who enters the classroom of the President. For fifteen (15) full day release days, a twenty-four (24) hour notice will be given to the District.

Sick days and personal days will be the equivalent of a full-time teacher. All other District provided benefits shall be the same as offered to all other teachers. During the term of this Agreement the president will continue to advance one step on the salary schedule and will be granted an equivalent number of years toward retirement.

At the end of the term of office, the President has the right to resume full-time teaching in the same assignment, or equivalent position.

Association leave will be approved for the number of official delegates verified for the Association's bi-annual representative assemblies. The association will notify the Assistant Superintendent of Human Resources by May 15 of the prior school year of the dates and number of staff in the subsequent school year who will be attending the representative assemblies. Additional days of professional leave requested by the Association for Association business will be granted if the Association reimburses the district for the cost of the substitute teacher and the Superintendent of his/her designee approves such request.

D. Representation on School District Committees

The Association President will be notified of District-wide committees that address benefits, working conditions and rights of the bargaining unit and be allowed to appoint a representative.

E. Association Communication

1. Each building administrator will meet with the WNEA building representative(s) to discuss building level concerns. Meetings, either formal or informal, will be held at least monthly to resolve concerns at the building level and may be held in conjunction with the building faculty advisory meeting, if mutually agreed upon by both parties. Unresolved concerns may be shared with the WNEA leadership, and possibly District administration.
2. The Superintendent and his/her designee(s) will meet the WNEA president and his/her designee(s) to discuss unresolved building level concerns or District level concerns. Meetings will be held quarterly, or at otherwise mutually agreed upon times. Each party will provide an agenda at least 48 hours in advance of the meeting so all parties have the opportunity to have information prepared in advance.

F. Association use of District Communications and Equipment

The Association has the right to use District facilities for committee, general, or building meetings during non-working periods and/or time periods (i.e. before school, duty-free lunch periods, and after school) in accordance with District policies on use of facilities. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and that such representatives shall register in the principal's office upon entering the facility. The Association may distribute information to members in District

mailboxes. Association members will be allowed to store Association materials in their rooms or desks in a place not available to students.

The Association will be provided with a bulletin board in a mutually agreeable area in each building. The Board packet will be sent to the Association president at the same time the packet is made available to Board members. The Association will have the right to have tables/booths at the new teacher orientation and all District meetings. The Association will have the right to address new teachers during orientation. The District agrees to provide all pertinent information to the Association for the development of Association programs, bargaining and the representation of members.

The Association may use District equipment including computers, fax, voice mail, typewriters, duplicating or printing equipment, binding equipment, calculating machines, and audio-visual equipment, at reasonable times when such equipment is not in use. The Association may use intra-District mail. The use of email will continue to be governed by the District's Acceptable Use Policy. The use of District email to distribute materials en masse must be approved in advance by the Superintendent or his/her designee.

G. Payroll Deduction

Checks

Salary payments shall be made through a direct deposit program directly into the employee's checking or savings account. Exceptions may be made by the Superintendent and/or designee on a case-by-case basis. If through no fault of the employee, funds are not deposited in the appropriate account on payday, the District will seek to have any bank fees waived, and failing that, to reimburse the employee for such fees.

Withholding Taxes

A Federal withholding tax is retained for the Collector of Internal Revenue as payment on Federal Income Tax for the current year. The amount withheld is determined by salary and the number of dependents. No salary checks/direct deposit will be issued until all withholding forms are submitted. A State withholding tax is retained for the Missouri Department of Revenue. The amount withheld is determined in the same manner as the Federal Income Tax. Employees may authorize additional sums to be withheld by notifying the payroll department in writing and completing a new W-4 form indicating the additional amount to be withheld each pay period. No salary checks/direct deposits will be issued until all withholding forms are submitted.

Public School Retirement System (PSRS) of Missouri

All full-time teachers and part-time teachers who work seventeen (17) hours or more per week are members of PSRS.

Salary Deductions

Any staff member may authorize additional voluntary deductions for payment of tax-sheltered annuities, dues to professional organizations, credit union, additional life insurance and dependent coverage for medical benefits.

Professional Dues

Payroll deductions shall be made for professional dues. Any teacher who is a member of the Association may sign and deliver to the Association an assignment authorizing the deduction of membership dues and PAC contributions. The authorization shall be furnished by the Association. The authorization shall be delivered to the Superintendent's Office before September 15th. Deductions will be made in as nearly equal pay period installments as possible from each regular salary check of the teacher bargaining with authorization. If a teacher resigns after September 15th of any year, the District shall deduct a final dues payment equivalent to 30 days of the annual dues from the member's final paycheck. The authorization shall remain in effect from year to year, except that the member may revoke it by sending written notice to the Business Office and/or the Association. Upon receipt of any revocation, the Business Office will send a copy of the notification to the Association within 3 business days. The Association shall notify the Business Office in writing of same. The last dues payment will be 30 days from the receipt of the written notice. All dues and PAC contributions deducted by the District shall be available to the Association within five (5) working days following each pay period.

H. Definitions

"Contracted Days" include days of student attendance (student contact days), work days, Safety Day, meeting days, early release time, late starts, PD days, and other contracted days not to exceed 186 days per school year.

The terms "teacher/employee/staff/staff member/instructional staff" in this agreement are synonymous and refer to both full-time and part-time unless otherwise indicated.

The term "District" or "employer" shall mean the Wentzville School District.

The term "Association" or "WNEA" shall mean the Wentzville National Education Association.

"Seniority" is the length of the employee's service (within the bargaining unit) starting with the date of the hire (part-time service will be counted pro-rata). Loss of seniority will occur due to resignation, dismissal for cause, retirement, and employment in a position excluded from the bargaining unit for a period greater than two (2) years. Seniority will be determined by the date of hire as approved by the Board of Education. If two employees were hired on the same date, the employee whose employment was recommended to the Human Resources Office first will be considered the more senior employee (date/time).

The term "full-time" shall mean teachers whose regular assignment during the instructional day requires them to work not less than 25 hours per week.

The term "part-time" shall mean teachers whose regular assignment requires them to work less than 25 hours per week.

Full-time teachers are eligible to receive District paid health benefits.

- Current staff members (hired prior to the 2012-2013 school year) working less than 25 hours and receiving full benefits will continue to receive the same benefits so long as they maintain their current total work hours.

- Current staff members (hired prior to the 2012-2013 school year) working less than 21 hours and receiving 50% benefits will continue to receive the same benefits so long as they maintain their current total work hours.

Article II: Compensation and Leaves

A. Salary and Salary Schedule

The teacher salary schedule is part of this agreement and incorporated herein. A teacher, who leaves the District, if rehired by the District, will be placed on the next step of the salary schedule as if there had been no interruption in that teacher's employment.

Placement on the salary schedule must be verified by official transcripts and verification of previous employment. Contracts are issued for ten months according to placement on the salary schedule; contracts will approximate, but not exceed, 186 days. Teachers new to the District are issued contracts for ten months that approximate, but do not exceed, 186 days, but are paid according to the Hourly Payment Schedule for New Teacher Orientation. For any teacher new to the District, placement on the salary schedule shall be contingent upon the following:

1. Effective with employees hired beginning in the 2012-2013 school year, one step on the schedule for one-year active experience, up to 10 years (1 to 1 ratio) with placement on step 11.
2. The employee must have been compensated for 75% of an annual contract (not including summer school).
3. Credit will be allowed only for state and/or regionally accredited public or private schools. The employee must have been under contract as a state certified teacher to receive credit.
4. No credit will be granted for experience earned more than fifteen (15) years prior to being hired in the Wentzville School District.
5. The first paycheck of a new school year will be issued on August 25th. Both parties recognize that this provision may require higher fund balances to avoid short-term borrowing.

Provisions of this section are not retroactive. Partial year contracts shall be prorated. No teacher, regardless of placement on the salary schedule, shall receive an amount that is less than the amount they were entitled to receive for the performance of regular contractual duties during the previous year. Retired Wentzville certified employees working up to 550 hours will be compensated at an hourly rate in proportion to the pay if that employee was not retired. There will be no benefits for retired employees.

Teachers who obtain National Board Certification shall receive an annual compensation of \$2000, commencing the school year following certification. This stipend will be added to the teachers salary and paid with the biweekly salary payments. Teachers must maintain certification in order for continued eligibility for the annual stipend.

Speech and Language Pathologists who hold and maintain their DESE teaching certification and maintain their Certificate of Clinical Competence will receive an annual compensation of \$1000. This stipend will be added to the teacher's salary and paid with the biweekly salary payments. SLPs must maintain this certification in order for continued eligibility for the annual stipend. SLPs who do not pay into PSRS are not included in this Agreement.

B. Lateral Movement and Tuition Reimbursement

Graduate hours taken will be eligible for lateral movement or tuition reimbursement on the teacher salary schedule only if the university offers a degree program that qualifies a staff

member to be approved by DESE for a teaching certificate. Exceptions may be made by the Assistant Superintendent of Human Resources. Universities that do not offer classes necessary for teacher certification or require outside classes from other institutions will not be recognized for tuition reimbursement or lateral movement.

Courses taken or degree programs pursued must be pre-approved by the Human Resources and/or Teaching and Learning Department in order to qualify for Tuition Reimbursement or credit toward lateral movement. Degree programs or coursework that are not pre-approved will not be eligible for reimbursement or movement on the salary schedule.

Lateral Movement

Graduate hours from an accredited institution to move across the salary schedule, i.e., BA+16 to MA, etc., must be completed by the following deadlines for lateral movement to the appropriate column.

1. For courses completed between December 16 and July 31, teachers who are eligible for movement on the salary schedule as a result of additional credit hours must submit the "Request for Lateral Movement Form" to the Human Resources Office by August 1. Official transcripts indicating the successful completion of all course requirements must be received in the Human Resources Office not later October 1. Lateral movement will be considered retroactive to the start of the first scheduled teacher work day.
2. For courses completed between August 1 and December 15, teachers who are eligible for movement on the salary schedule as a result of additional credit hours must submit the "Request for Lateral Movement Form" to the Human Resources Office by December 15. Official transcripts indicating the successful completion of all course requirements must be received in the Human Resources Office not later February 1. Lateral movement will be considered retroactive to the start of the first scheduled work day after winter break.

The following procedures shall apply to lateral movement:

1. Hours to move to the BS+16 salary channel must be earned after the BS degree was completed to be counted towards advancement on the salary schedule.
2. Hours to move to the MA+15 and MA+30 salary channels must be earned after the Master's degree was completed to be counted toward advancement on the salary schedule.
3. Courses that are designed as teacher education courses in the area of current or future contracted teaching will be approved according to the procedure set forth by the District. Courses not approved may be appealed to the Superintendent. The course approval process will be posted on the Human Resources website.
4. A double master's degree and a required 60 hours Master's program are recognized as MA+30 on the salary schedule.
5. A required 48-hour program is recognized as MA+15 on the salary schedule.
6. Beginning with the 2003-2004 school year and up through the 2013-2014 school year, teachers moving laterally from the top step of any salary column on the salary schedule will receive credit for all applicable years of service when being placed on the new column.

Tuition Reimbursement

The District will annually determine the funds available for tuition reimbursement for college courses taken toward additional certification or graduate studies in education or related areas. The budgeted amount for tuition reimbursement will always be at least \$110,000. If the total reimbursable requests fall at or below the budgeted amount all eligible requests will be

paid. The following guidelines will be used for distribution of tuition payments:

1. The District will provide reimbursement for up to 3.0 hours of graduate credit annually for a full-time employee who works more than twenty-five (25) hours per week.
2. When the annual budget allocation is not sufficient to fund all requests received within a fiscal year, the priorities for reimbursement will be:

First priority: Coursework taken toward:

- a. Certification in high need teaching areas where current teacher is not certified or only provisionally certified, or other high need areas as determined by the Superintendent;
- b. Addressing areas of deficiency identified as part of a teacher's performance-based evaluation or job-targets and/or growth plan as assigned by the principal.

Second priority: Graduate courses taken toward completion of a Master's Degree and/or to move a teacher from Initial Professional Certificate (IPC) to Career Continuous Professional Certificate (CCPC).

Third priority: Graduate courses taken beyond the first master's degree toward additional certification or other advanced degrees.

If items (a) and (b) under First Priority have been fully funded, any remaining funds will be prorated to fund Second Priority with remaining funds thereafter to fund Third Priority per graduate hour to reimburse full-time teachers at a rate not to exceed actual cost per hour or the rate charged by the University of Missouri-Columbia for up to 3.0 graduate hours.

For eligible courses completed between January 1 and December 31 of a calendar year, employees must submit the specified Tuition Reimbursement form for a request for reimbursement. Transcripts and paid tuition receipts must accompany the application for reimbursement. Application must be received by January 31 in the calendar year following completion of the course(s) in order to be considered for reimbursement. Reimbursement shall be the actual catalog cost of an eligible course, not to exceed the maximum credit hour cost at the University of Missouri-Columbia. If all documentation is submitted by this deadline, payment/reimbursement for these classes taken between January and December of the previous year will be issued in February.

To be eligible for reimbursement, the employee must be a member of the District faculty prior to enrollment and at the time of reimbursement. When making application for reimbursement, eligible staff members will present (1) a transcript and grade report showing the grade earned, and (2) a receipt indicating the amount paid to the college or university. Pass/Fail courses will not be reimbursed. A minimum grade of B must be earned for reimbursement.

C. Benefits

Major Medical Insurance

A major medical health insurance plan will be provided by the District to each full-time instructional staff member. Premiums are paid by the District.

Life Insurance

A group term life insurance plan will be provided by the District to each full-time instructional staff member. The life insurance will never drop below \$50,000 per staff member unless the

staff member is past the age of 65. Premiums are paid by the District. The Board will permit employees to purchase additional term life insurance at the rates prescribed by the carrier.

Vision Insurance

A group vision insurance plan will be provided by the District to each full-time instructional staff member. Premiums are paid by the District.

Dental Insurance

A group dental insurance plan will be provided by the District to each full-time instructional staff member. Premiums are paid by the District.

Disability Insurance

Beginning in the 2013-2014 school year, the Wentzville School District will solicit bids that include an option for an open enrollment period for both short and long term leave insurance a minimum of once every three years.

Tax-Sheltered Annuities

In accordance with federal statutes, the Board provides payroll deductions for full-time employees who wish to set aside regular amounts for tax sheltered annuities. Such provisions will be in accordance with District regulations and procedures. (See Policy and Regulation 4521).

IRS Section 125 Plan

The District shall offer the option of participating in a salary reduction program. Participation will enable the qualifying employee to have the cost of dependent coverage under any of the District's health plans paid with pre-tax dollars.

D. Extra Duty Assignments

With rare exceptions (i.e. band), no teacher may be required to accept an extra duty assignment. Teachers who have extra duty assignments will be given an explanation of duties, responsibilities, and guidelines in meeting District expectations. This job description will be provided by his or her immediate supervisor. In cases where job descriptions are not available for extra duty positions, these will be developed by a committee consisting of a teacher currently holding one of those positions and one of his/her supervisors and must be approved by the Human Resources Office.

If related to a specific incident, a concern, complaint or deficiency must be shared with a teacher by the supervisor who was made aware of the concern, complaint or deficiency unless extenuating circumstances arise. As soon as consideration is given to discontinuing or not rehiring a coach/supervisor/chair, the individual should be informed. For coaches, this decision should be made within two weeks of the end of the season.

Extra duty pay will be in accordance with the extra duty pay schedule. The payment schedule will be delineated on the Extra Duty Assignment agreement.

E. Hourly Special Payment Schedule (unless otherwise indicated)

After School Detention	\$24
Event Workers	\$12.50 per hour, minimum of two hours (\$25/game)
Gate Keepers	\$14 per hour
Driver Education	\$27
Tutoring Program	\$27
Sub or Supervise on Plan	\$27
Homebound	\$32
Extended School Year, Summer School, Non-Public Services	\$32
District Employee Presenters (outside of school day)	\$32
Preparation for Presentation (max of 2 hrs/day of presentation)	\$19
Collaboration designated by Teaching and Learning Dept.	\$20
Curriculum Writing	\$24
Teacher Training (including New Teacher Orientation)	\$90 per 7 hour day (or \$12.86 per hour)
Supervision of Elementary Performance/Evening Event*	\$20 per hour

*Supervision of Elementary Performance/Evening Event refers to programs and performance events where the classroom teacher is required to supervise students before, during and after the program. If a teacher is in attendance as part of their extra duty contract, they are ineligible for payment for supervision or Elementary Performance/Evening Event.

F. Short Term Leaves

Definitions

Temporary Leave shall be defined as sick and personal leave.

Non-instructional time shall be defined as time before, after school or during plan time.

Excessive absences shall be defined as:

1. Four (4) or more consecutive days; or
2. Five (5) or more days within a 30-day period; or
3. Twelve (12) or more days during one fiscal year for persons employed as full-time; or
4. Any absence that results in "dock time"
5. Patterns of multiple absences which inhibit the effective operation of the District, (i.e., patterns of absences which occur on particular days of the week, e.g., consecutive Mondays and/or Fridays.)

Teachers who have absences that are considered "excessive" will be counseled by a direct supervisor or a Human Resources representative. Excessive absenteeism as defined above can result in a disciplinary memo if behavior is not corrected.

Immediate family shall be defined as:

- spouse.
- mother.
- mother-in-law.
- father.
- father-in-law.
- child.
- sister.
- brother.
- grandparent.
- other dependents living in the employee's home.

On the first day of each school year, each employee shall be credited with twelve (12) temporary leave days, of which two (2) days may be used for personal leave. Unused temporary leave shall be credited as a maximum of twelve (12) days per year and may be accumulated without limit. Compensation for unused, accumulated temporary leave will be made according to Article II, Section H, Leave Buy Back, Unused Temporary Leave Compensation

For less than half day of temporary leave:

1. Leave during non-instructional time will not count against temporary leave as long as using such leave does not become excessive or abused as defined above. If an employee takes leave that includes instructional time and non-instructional time, all leave will be charged, including the non-instructional time missed. The employee must seek prior approval of the building administrator or designee and sign out when leaving and sign in when returning.
2. Leave taken during instructional time may be taken in 15 minute increments.
3. An employee will not be denied taking temporary leave if their temporary leave will be charged and if the leave is taken in accordance with Sick Leave as delineated below.

Sick Leave

Leave under this section is for absence due to circumstances of illness or injury for the employee or immediate family, quarantine of the employee, childbirth, prenatal and postnatal care.

Absence, as herein limited, shall constitute legitimate use of temporary leave.

The Superintendent/designee may request an employee to provide a doctor's statement regarding the reasons for the employee's absences whenever a period of such absences meets the definition of excessive absences.

When a pattern of excessive absence is identified as defined above, the building principal will notify the staff member in writing of concern prior to the summative evaluation. Notation of excessive absenteeism may be included in the summative evaluation under the performance area "Professional Responsibilities."

Failure to resume contractual duties with the District promptly upon attaining release to physically perform said duties will result in termination of employment and contract with the District.

Note: See Additional Provisions of Family and Medical Leave Act of 1993 (Policy and Regulation 4325) for additional options provided by law.

Religious Leave

Leave under this section is for religious observance. Absence as herein limited shall constitute legitimate use of temporary leave.

1. For a day of religious worship which cannot be fulfilled after the normal school day or on a Saturday or Sunday.
2. This must be a religious day observed by the teacher's denomination.
3. Cannot be used for a church business meeting or convention.
4. Religious leave will be taken from Temporary Leave. Employee will specify whether it will be taken from Personal or Sick leave.

Personal Leave

Absence, as herein limited, shall constitute legitimate use of temporary leave.

1. A teacher may be absent from duty for personal reasons.
2. Written notification shall be submitted to the Assistant Superintendent of Human Resources as soon as possible, but at least two (2) days in advance of the requested leave. If more than three (3) consecutive days are requested, the written request should be in the Human Resources Department at least five (5) days in advance.
3. No more than five percent (5%) of the total teaching staff or two (2) teachers (whichever is greater in number) per administration unit shall be granted personal leave on any one day.
4. This leave may not be taken on the first day of school, the last day of school, orientation day, recording day, the day on which conferences are scheduled, curriculum (PDC) days, or the regular day before or the school day following a holiday, unpaid break day, or a regular scheduled school break.
5. Denied personal leave may be appealed to the Superintendent or his/her designee.
6. Unused personal leave may be accumulated to a maximum of five (5) days. At the beginning of each school year, any accumulated personal leave days beyond five (5) will be converted to sick leave.

Bereavement Leave

Teachers shall be granted up to five (5) days maximum per occurrence of bereavement leave without deduction from pay. Teachers may use these leave days as needed. The maximum number of bereavement days that may be taken is as follows:

1. One (1) day bereavement leave for aunt, uncle, niece or nephew;
2. Two (2) days bereavement leave for sister, brother, sister-in-law, brother-in-law, grandparents, grandchildren, dependents living in the home;
3. Five (5) days bereavement leave for spouse, child, mother, father, mother-in-law, and father-in-law.

Requests for bereavement leave for persons not covered in the guidelines will be considered on an individual basis by the Superintendent/designee. If necessary, bereavement days in addition to the five (5) days provided, may be requested under the Emergency Use of Temporary Leave Policy.

Bereavement leave must be taken within ten (10) days of the date of death. Requests for extension of this deadline may be made to the Superintendent within ten (10) days of the date of death.

Civic Duty Leave

Teachers shall be granted leave when called to jury duty or when under subpoena from any court to appear as a witness, providing the employee is not involved as either plaintiff or defendant.

Full salary shall be paid by the District for the days a teacher serves on jury duty or as a witness under subpoena. If a teacher is called for jury duty and is not selected, the teacher is expected to return to the District and complete the workday.

1. A copy of the subpoena shall be submitted to the principal and attached to the Absence Report. Proof of the amount of money received for a juror's witness fee shall accompany the Absence Report.
2. Leave granted by the District for jury duty or as a witness under subpoena will not be deducted from the teacher's accumulated temporary leave.

Professional Leave

Professional leave is that leave initiated by the teacher rather than mandated by the District. The Board, administration and teaching staff recognize the benefits of attending professional development activities dealing with the appropriate subject matter. One and one-half days per instructional employee shall be used for determining the number of professional leave days allocated to each attendance center. The application for professional leave must be submitted for approval or rejection by the employee through the principal and to the Assistant Superintendent's office at least five (5) working days in advance of the leave.

No more than five percent (5%) of the teachers in the District shall be granted professional leave on any one day. Any teacher denied leave may appeal in writing to the Superintendent

Emergency Use of Temporary Leave

Emergency use of temporary leave may be provided for unusual circumstances which require an employee to be absent from work after all other short-term leave options available through this Policy have been exhausted. Approval of any emergency leave requests is at the discretion of the Superintendent. If approved, the leave shall be taken from personal leave, if available. Otherwise, the leave will be taken from sick leave. Each case shall be judged on its own merit. Examples of incidents which may be considered for emergency leave are: a catastrophe caused by fire, flood, or crime; state and/or national honors and/or special events in which the employee or an immediate family member is participating; family responsibilities, such as graduations or weddings for which the employee's presence is required, etc. Personal conveniences of the employee, such as travel days or airlines fares, are not factors which typically would be considered in granting emergency use of temporary leave.

G. Long Term Leaves

The following long-term leaves of absences may be granted to instructional staff by the Board without pay and without fringe benefits according to the procedures established for each type of leave. When taking FMLA or a Military leave of absence, the teacher shall:

1. Be given the opportunity to have input on the selection of the substitute teacher.
2. Supply a maximum of ten (10) days lesson plans. The Building Principal may approve fewer days' lesson plans.
3. Supply to the substitute, appropriate access to grading scales, grade recording systems, curriculum, or any other materials necessary to successfully accomplish the job task.

The District will develop (or redevelop) a tracking system that will allow the teacher to know the amount of accumulated temporary leave, days of leave utilized, possible effects of the leave on benefits, and retirement. The District will notify the teacher absent on long-term leave at least ten (10) days prior to exhausting accumulated temporary leave days of the possible long-term effects on both benefits and retirement.

When a teacher goes on a long term leave of absence (such as FMLA) the teacher can make an agreement to receive pay for the length of the absence from the earned salary set aside for summer checks. Retirement and insurance (dependent coverage, short term disability, or personal insurance once FMLA is exhausted), or other deductions can be paid out of these payments. In the event that the amount of salary set aside for summer checks is not enough to cover the entire leave, the teacher can pay retirement and insurance through the District for the length of the leave. In cases where the need for leave is known in advance, the teacher can work with the District to set up a "pre-payment" for the employee's portion of the retirement.

Military Leave

A military leave of absence shall be granted to any teacher who shall be inducted or who shall become a member of the National Guard or any reserve component of the armed forces of the United States. The time the teacher is on military leave of absence shall count as experience within the District for purposes of reductions in force, seniority and placement on the salary schedule. Tenure shall be preserved for a teacher on a military leave of absence. In the case of a probationary teacher, the time the teacher is on military leave of absence shall not be counted in computing tenure.

Upon returning from military leave of absence and timely notification to the Board, the teacher shall be reinstated in the position which the teacher vacated if that position is available. If the position which the teacher vacated is not available, the teacher shall be placed in another position of equal status and salary for which the teacher is qualified. A teacher on military leave can substitute sick leave or personal leave for the District unpaid portion of the leave.

Leave of Absence

A leave of absence without pay and without fringe benefits for one school year may be granted by the Board to regularly appointed professional employees who have completed at least five (5) consecutive years of service to the District immediately preceding the year in which the request is made. Requests for leave for an entire school year should normally be made in writing before April 1 of the preceding year. If the Superintendent/designee determines that an emergency situation exists, he/she may reduce the amount of advance notice required.

Such leave may be renewed upon approval of the Board. Application for leave is to be made in writing to the Superintendent's office, via principal, and must include the period for which the leave is requested and the reasons for the request. The period should be set to least disrupt the education of students.

Leave without pay may be granted by the Board for the following reasons or for such other reasons as the Board may believe appropriate:

1. Approved travel
2. Exchange teaching
3. Family responsibilities
4. Health
5. Political leave

In cases where the number of requests for leave of absence exceed one percent (1%) of the instructional staff, the Board will grant requests on a greatest need basis. An individual on Leave of Absence without pay and without fringe benefits will not receive credit for a year of service during the school year the leave is granted. During the next salary contractual period, compensation will be based upon the salary schedule placement within the District at the end of the school year prior to the year in which the leave was granted. Employees on Leave of Absence without pay and without fringe benefits will be permitted to purchase medical, dental, and vision insurance at group rates. Staff on Leave of Absence will be treated as other employees when employment, reemployment, and assignment decision are made.

When the employee returns, he/she will be assigned to the same or similar position or a position for which he/she is qualified. The employee must notify the Superintendent's office in writing by the first day of April of an intention to resume his/her position at the beginning of the next scholastic year. Failure to notify the Office of the Superintendent in writing of such intention on or before April 1 will be regarded as a voluntary termination.

Sabbatical Leave

The Board provides for Sabbatical Leave under the following procedures:

1. Applicant must hold a Life, or CCPC Certificate
2. Application for leave must be in writing, stating the purpose of the leave, the length of time involved, the program the applicant wishes to pursue and other information that may be requested by the Board.
3. Before recommending a person for sabbatical leave, the following guidelines will be used in making the decision to approve or disapprove:
 - a. Purpose of the Sabbatical Leave – Will this investment be of value to the District as well as the individual? Does it relate to the needs of the District? Is it focused on professional development which has possibilities of contributing to better education in the District?
 - b. Quality of Past Work – Has this person made a continuous and important contribution to the District thus far? Is this a person whose skills and competencies we need?
 - c. Promise for the Future – Is the person reaching toward an important career goal in professional education? Given this goal, what is the possibility of the person staying in the District after the sabbatical year?
 - d. Preparation for Sabbatical Leave – Is this the most productive time for a sabbatical to occur in the career preparation of the person? Has the person been making preparation for this year i.e. taking introductory courses that lead into it? Does the sabbatical come at a critical point in the person's career preparation, i.e., necessary to conclude a doctoral or Master's degree?
 - e. Length of Time in the District – How many years has this person worked in the District before applying for sabbatical leave? Requests for sabbatical leave should be made to the Superintendent no later than April 15 of the year preceding the leave requested and should state reasons addressing the above criteria.

4. A maximum of one percent (1%) of the professional staff may be on sabbatical leave at any one time.
5. The applicant must have completed at least five (5) years of satisfactory continuous service in the District. One such leave shall be available for each five (5) years of continuous service not heretofore utilized for such purposes.
6. A sabbatical leave may be granted for a period of one-half year but not for more than one full year. To receive a full sabbatical, a staff member must agree to complete twenty-four (24) graduate semester hours or the equivalent during the academic year for which the sabbatical is granted. To receive a one-half year sabbatical, a staff member must agree to either complete twelve (12) graduate semester hours or the equivalent during the academic semester for which the sabbatical is granted. The research and writing of a thesis for the Masters or Specialist degree or the dissertation for the Doctorate degree would meet the equivalent requirement.
7. The period of sabbatical leave shall count as regular employment in this District. The employee shall therefore receive full insurance benefits while on sabbatical leave.
8. The period of sabbatical leave shall count as regular employment in this District, however, in accordance with current Board policies, no retirement benefits will accrue.
9. Reimbursement for the graduate semester hours successfully completed will be provided in accordance with the current salary schedule and attendant provisions; with the exclusion that the graduate per hour reimbursement shall not be limited in cumulative dollars for the sabbatical one-half or full year.
10. The requirements of tuition reimbursement will prevail as they relate to this sabbatical leave regulation. Thus, the applicant will submit to the Superintendent, prior to the enrollment in any class, an approvable graduate program of study, and this filing must be on the Graduate Course Program. Since an employee who utilizes this regulation would not receive any reimbursement until he/she returns to actual service in the District, the only repayment circumstance by the employee would occur if the employee did not remain as an employee of the District.

If an employee does not remain as an employee of the District for two (2) years immediately following his/her sabbatical leave, he/she shall within one (1) year after termination repay the Board any amount of money and the cost of fringe benefits actually received by him/her (excluding the maximum annual graduate reimbursement as provided by this Agreement) with interest from the date the leave was scheduled to end at the rate of 12% per annum.

If an employee of the District only stays as an employee for one (1) year following his/her return from a sabbatical leave, he/she shall repay the Board immediately one half of the money and one half of the cost of fringe benefits actually received by him/her (excluding the maximum annual graduate reimbursement as provided by this Agreement) with interest from the date the leave was scheduled to end at the rate of 12% per annum.

The rules of repayment do not apply in cases wherein the person becomes incapacitated to work and may be waived by the Board.

11. On receiving reimbursement for successfully completed graduate hours related to a sabbatical leave, the applicant shall sign a promissory note including provision as listed above.
12. Reinstatement after the sabbatical leave shall be to the employee's former position. If, due to declining enrollments in either the District or the subject area, the position is no longer available, the teacher shall be placed in a position he/she is certified to teach.

H. Leave Buy Back

Unused Temporary Leave Compensation

If a teacher retires from the District after serving five (5) consecutive years in the District, payment for all unused, accumulated temporary leave shall be made to that teacher at the 60-credit hour substitute rate. The first check from the Public School Retirement System of Missouri shall be proof of retirement. If a teacher leaves the District after serving five (5) consecutive years in the District, payment for all unused, accumulated temporary leave shall be made to that teacher at the rate of \$40.00 per day. Teachers leaving the District will receive reimbursement with the last paycheck from the District.

Retiree Resource Pool

An employee who has worked in a certified position for at least five (5) years in the Wentzville School District and retired from the Wentzville School District will be paid \$18.57 per hour and \$25.71 per hour for long-term assignments (10 plus days in the same assignment) to substitute teach for the duration of this agreement. Minimum reimbursement will be a half day.

Any time the daily sub rate is increased, the retiree sub rates will be increased by the same percentage.

I. Separation from the District

Release from Contract

The Board of Education will approve requests from tenured staff for release of contract. If requests for release from contract are submitted and approved after June 1, the Board of Education will waive the penalty for release (Policy 4130) for the following reasons:

- Health- For reasons certified by a physician that continued employment would have detrimental effects on the health of the staff member.
- Transfer of Spouse- When a change of employment by a certified staff member's spouse requires the transfer of a certified staff member's residence to a distance greater than 75 miles from the Wentzville School District.

Article III: Teaching and Working Conditions

A. School Year

The Curriculum, Instruction and Assessment Department continuously reviews school schedules to ensure that instructional needs are met in the most effective manner. As the instructional needs of the District PreK-12 are reviewed and considered, any proposed schedule changes will include District administration and teachers. As noted in Article 1D, the Association President(s) will be notified of the organization of such a committee and be requested to appoint a representative.

Calendar Committee

A committee composed of teachers, support staff, administration, and parents will jointly develop the student calendar. At least one teacher representative from each building will be appointed by the WNEA. The Calendar Committee shall be convened no later than December 1 and shall remain in effect for the duration of the school year. The Calendar Committee members will regularly inform staff members in their building and/or department of progress. The Calendar Committee may survey staff on calendar matters before making a final recommendation to the Board of Education for adoption. The Calendar Committee will be reconvened prior to any modifications after the Board of Education has approved the calendar.

B. School Day

The standard teaching day is defined as that period of time a teacher is required to be in an educational facility as a participant in his/her standard teaching assignment. If it is necessary for the District to extend the school day or days to meet the 1,044 hour requirement, the hours of employment for K-12 instructional staff shall increase equal to the increase student contact time. The teaching day shall include student contact time, time to be distributed between before classes convene and after school is dismissed, and the 25-minute duty-free lunch, except when extended for faculty meetings or special/emergency conditions in accordance with Policy 4220. Providing the total amount of minutes remains the same, the specific time prior and after school beginning and ending may be varied by the building principal to meet the needs of the individual building, teacher, and to ensure that there is adequate supervision of students.

When operating hours of a District program do not coincide with those of the typical school day, assigned teaching staff will be scheduled to work the hours which meet the specific needs of the program. In these cases, the total hours of employment per week shall equal the total hours of employment per week for other District teaching staff hired for the equivalent FTE. Direct instructional responsibilities may be assigned in place of student supervision prior to or after instruction. Atypical work schedules will be attached to the contract.

Teachers shall be available to confer with students and/or parents before and after school. However, such conference time shall be mutually agreed to by the parent/student and the teacher.

Teachers may leave the campus during the school day at times when they are duty-free, provided that proper arrangements have been made. Proper arrangements will include consent of the principal and notification of the appropriate building offices as to time leaving and time returning.

When the employee is required to attend an after school or evening function (i.e.: Open House, Back to School Night and orientation), any after school supervisor duties shall be waived and employees are permitted to leave once the buses have departed.

C. Teacher Work Time

Teachers will be scheduled for work days prior to the first day of student attendance. Of those days, one full day (7 hours) is reserved for individual teacher work time. This full day will be scheduled as agreed upon by the WNEA and the District. The teacher work day on the last work day of the school year will be a half day (3.5 hours).

The last student attendance day of each semester will be an early release day for all grade levels K-8. The last two student attendance days of each semester will be early release days for high school finals. The remainder of the teacher work day(s) will be teacher work time for the purpose of grading and preparing report cards for the end of the semester grades. The Friday prior to the submission of first and third quarter grades will be an early release day for all grade levels for the purpose of record keeping. End of grading term report cards will be emailed at all grade levels with the exception of K-5 first quarter, which will be distributed at conferences.

D. Plan Time

In each building, a Pre-K or K-6 Teacher Scheduling Committee will jointly develop a building schedule prior to the conclusion of the school year to meet all instructional needs and maximize continuous plan time utilizing existing resources. The Building Principal will request volunteer representatives from each grade level, special education, and special areas. The principal shall ensure that at least two members of the committee are WNEA representatives. If the committee does not have two members who are representatives of the WNEA, the WNEA shall appoint additional members to bring the total WNEA representation to two members. The committee will make available to the building staff the proposed schedule for the next school year no later than two weeks prior to the last scheduled day of school. Staff will be encouraged to provide input and suggest improvements to the proposed schedule during the preview/evaluation period. Feedback will be given to the respective representatives. The Principal will review all the recommendations of the committee before finalizing the master schedule. The committee will re-evaluate the building schedule within the first 10 working days of the school year.

Committee Work Time:

Scheduling Committee members will be compensated with the Teacher Training stipend rate in the current Master Agreement when requested to work outside their contract time.

The following will apply to teacher plan time:

1. All plan time shall occur during the official student day.
2. Every effort will be made to provide 50-minute blocks of plan time each day. All certified teachers will be scheduled for a minimum of 250 minutes per week of plan time.
3. If it becomes necessary for a teacher to teach during plan time as part of his/her regular work day

resulting in less than 250 minutes of plan time per week, the teacher will be paid his/her hourly rate of pay. A volunteer will be sought starting with the most senior qualified teacher available within that building. No certified teacher will be required to teach on his/her plan time.

4. When a teacher supervises or substitutes during his/her plan time, the teacher will be compensated at the “Sub or Supervise on Plan” rate as designated on the Hourly Special Payment Schedule (Article II, Section E). Long term plan arrangements are covered by Number 3 above.

5. When a teacher receives less than the required number of plan time minutes per week as indicated in Table 1 due to mandatory meetings, the teacher will be compensated at the “Sub or Supervise on Plan” rate as designated on the Hourly Special Payment Schedule (Article II, Section E). This does not apply to required collaboration time during two plan periods per month.

Table 1

Teacher attendance day per week	Required minutes of individual plan time
5	No less than 200
4	No less than 150
3	No less than 150
2	No less than 100
1	No less than 50

The required plan minutes will be suspended in the case of emergency school closure days.

6. Time increments less than 15 minutes shall not be counted as plan time.

7. Payroll reimbursement forms are available on the District website. At the beginning of each year, all certified staff will be informed of the location and procedures for completing the payroll reimbursement forms.

Definition: A mandatory meeting shall be defined as a meeting a teacher must attend or be subject to disciplinary action.

E. Collaboration Time

Definition: Collaboration is when the educators of an inclusive learning community work together to plan quality classroom instruction in order to promote student success. Collaboration includes creating formative and summative assessments, discussing student concerns, planning interventions or enrichment, and analyzing student data. Research shows significant learning gains may be achieved if time is provided for educators to work together to discuss lesson planning, assessments of students and interventions or enrichment of lessons.

Collaboration time includes:

- Team time/plan time
 - When common plan/team time is provided, teams and/or grade levels, are expected to meet twice a month to collaborate during their plan time, one of which the principal or designee may direct.
- Late Start time
 - Once every quarter, on a common date to be determined when the late start calendar is established, the principal/designee has the opportunity to direct collaboration time. For remaining collaboration time, the time will be classroom teacher driven and student need focused. The principal may require components of collaboration to be shared with him/her and the school administrative team. If the building principals has identified a documented or data-based need for a particular collaboration team or the building as a whole, the principal may direct additional collaboration time. The district will provide a 2-hour late start at the elementary, middle and high school levels to provide collaboration time for teachers. These late starts will be scheduled no less than eight (8) times per school year based on the student calendar. Inclement weather days may result in less Late Starts.
- Professional development time (when determined by the building PDC or building principal)
 - The building PDC and/or building administration may utilize professional development time to provide collaboration time for teams and grade levels. This collaboration time can be directed by either the DPDC, BPDC, and/or the building principal.

F. Instructional Staff Meetings

In addition to regular school hours of duty, attendance at all called and regularly scheduled or special meetings, such as faculty meetings, Meet the Teacher (elementary), Open House (secondary), and IEPs shall be considered a part of each teacher's professional contract. Attendance at building extracurricular functions, such as carnivals, fun nights and dances, will be voluntary.

Faculty meetings are necessary for proper communication between the members of the staff and the administration. Discussion of policies, procedures and the dissemination of information provide for a more effective operation. General faculty meetings may be called by the Superintendent/designee. Building faculty meetings will be called by the principal of the building concerned at such times and in such manner as are determined by the building principal. Attendance at officially designated general faculty meeting and building faculty meetings shall be considered mandatory. Membership and attendance at building and district-level committee meetings, PTA meetings, and evening events shall be voluntary.

It is expected that all such meetings shall close at a reasonable hour, and that outside or emergency meetings shall be announced in sufficient time to allow for teachers to plan for attendance.

When teachers supervise their own students for an elementary special areas evening or weekend performance or event, the teacher(s) will be paid the amount specified on the Hourly Special Payment Schedule as long as the teacher is not receiving a stipend or fulfilling an extra duty assignment with his/her attendance.

G. Late Start due to Inclement Weather

Should the district operate on a later start schedule due to inclement weather or other emergency, teachers

will report to work at their regularly scheduled time. If road conditions warrant, teachers will have up to one (1) hour to report to work. An absence of one hour or more shall be counted as temporary leave (Regulation 4315).

H. Traveling Teachers

A "Home School" will be assigned to each traveling teacher. Home school assignment is for the purposes of payroll, correspondence, evaluation, and faculty meetings. Principals will collaborate regarding the assignment of duties to traveling teachers in an effort to ensure that a traveling teacher has no more duties assigned than teachers who work in one building. Principals will also collaborate regarding teacher performance issues. However, the principal (or assistant principal) of the home school will deliver the evaluation.

Teachers traveling to more than one building during a school day will be scheduled travel time plus 15 minutes of preparation time. A teacher who travels between schools within a day will be given sufficient travel time that will be in addition to plan time or lunch time. Travel time will be based on adequate drive time, time of the day for travel, route conditions, and parking arrangements.

Teachers who travel within a school day will be compensated at the approved mileage rate. The principal at the home school will notify the traveling teachers of the reimbursement procedure.

I. Board/Staff Communications

The Superintendent, in order to foster open communications between the District offices and the instructional staff, will meet regularly with a Faculty Advisory Council of District teachers. Membership on the committee will include one teacher elected by the staff from each administrative unit and central office administrators selected by the Superintendent.

The Faculty Advisory Council will meet once a quarter or more often as needed to facilitate effective communication. The committee will bring to the attention of the Superintendent matters of concern relating to school building operations. Minutes of each Faculty Advisory Council meeting will be electronically distributed to the members of the FAC within 5 working days of the meeting.

In order to prevent duplication of responsibilities and support existing channels of communication, these guidelines should be followed:

1. No item will be brought to the committee that has not been discussed first with the building principal. Once the discussion has occurred, the FAC representative is free to discuss the item with the District committee.
2. No individual staff member complaint will be brought to the committee. The remedy for an individual's complaint is through direct discussions with appropriate administrator(s) and/or the grievance procedure.
3. Salaries, fringe benefits, and personnel policies that have been the subject of the professional negotiation process the previous year, or are expected to be subject to the professional negotiations process in the current year should not be brought to the committee.

J. Educational Disruption

An Unexpected Educational Disruption is a sudden break or interruption in the educational plan caused by an unforeseen event. There is an understanding that sometimes such events force quick communication and dictates, but those decisions will be shared with WNEA leadership. In the circumstance where the disruption is ongoing and/or unresolved the district will work together with WNEA to collaborate, communicate, and assess processes that are created during such an event.

K. Professional Development

- On the Curriculum, Instruction and Assessment website a flowchart will be posted on how professional development funds are approved. This process will be reviewed, annually, by the district PD committee.
- Staff shall be surveyed prior to the conclusion of the school year to allow planning for next year.
- In order to evaluate effectiveness, district professional development days will be followed by a survey of attendees.
- District professional development day survey results will be shared with the district professional development committee for its next quarterly meeting. Results will then be shared with appropriate building level PD in order to plan for upcoming Professional Development.
- On an annual basis, members of the District Professional Development Committee will evaluate the efficacy of the committee structure. Results will be reported to the Assistant Superintendent of Curriculum, Instruction, and Assessment.
- When presented with new information, the District encourages time to be provided within the same PD day for application and collaboration.

L. Initiatives

The District and Association both recognize the power and value of timely, regular, objective and formative feedback to improve educational programs and utilization of both capital and human resources. A system which provides input from teachers to improve programs and building efficacy is beneficial to all stakeholders.

An initiative shall be defined as any PreK-12 program, procedure, or process which directly affects the work environment or teaching methods of a teacher, grade level, building faculty, or academic discipline. Teachers will be informed at the time a new initiative is presented whether it is mandatory or optional. Initiative implementation may include stakeholder input prior to and during implementation.

Article IV: Employee Rights

A. Transfers

Nothing herein will affect an employee's rights under Reduction in Force.

Assignments

Staff will not be assigned where they would be under the direct supervision of a member of the employee's immediate, in-law or former family (father, mother, son, daughter, sister, brother, spouse).

Staffing Plans

A standing committee of four (4) teachers appointed by the WNEA and four (4) administrators will meet to study class sizes at all grade levels and classes throughout the District. The committee will meet in September and January to review class sizes and create a report of the findings and develop recommendations. These findings and recommendations will be reported to the Board of Education at their regularly scheduled September and February meetings and will be considered to determine if any revisions will be recommended to Policy 4230.

Secondary

Staffing plans will be presented to the teachers for the following school year and changes will be explained. Department chairpersons will then meet with their staff to determine the assignments and give the department's recommendation to the principal. The principal will make the final decision based on the selection criteria and explain to any teacher whose assignment may be different than submitted by the chairperson.

Elementary

Staffing plans will be presented to the teachers for the following school year and changes will be explained. Teachers will be asked to submit their first three (3) choices to the principal who will then make the assignments based on the selection criteria. The principal will explain the reasons for the transfers to all teachers whose assignment may be different than the three (3) submitted choices.

Vacancies and Voluntary Transfer

A vacancy shall be defined as a position that is unfilled, including newly created positions. The decision whether to fill a vacancy will be made by the Superintendent/Designee in consultation with the building principals affected. A vacancy shall not exist when there is an employee returning from a leave of absence to a position or when there is a properly licensed teacher on layoff able to fill the position.

Vacancies will be posted on the District's website or communicated through District communication. Vacancies prior to June 15 shall be posted internally at least five (5) work days prior to being filled. Internal and external candidates can be interviewed at the same time, but internal candidates must be considered prior to external candidates being considered. Internal candidates will be offered an opportunity to get feedback if they are not selected.

A teacher interested in a vacancy, who is properly certificated, should complete the online application by the application deadline. Where more than one teacher applies for a single position, all properly-certified teachers will be interviewed. District teachers will be given preference over external applicants if similarly qualified.

Considerations for hiring shall include (non-prioritized order):

1. Experience or expertise in grade level or subject matter
2. Certification and/or training
3. Compatibility with the position including alignment of teacher's philosophy with the District curriculum, knowledge of and/or success in implementing age-appropriate classroom management techniques, and past performance evaluations
4. Extra duty assignments

In the event two (2) or more teachers are equally qualified, the teacher with the greatest District seniority will be hired for the position. Upon filling a vacancy, the District will notify all internal applicants. The Association will be provided with a list of teachers who have been hired to fill existing vacancies.

Teachers who move from one certified position to another certified position by applying and being hired for a vacancy are considered voluntary transfers.

Involuntary Transfer

An involuntary transfer occurs when a teacher is required to change buildings. Involuntary transfers may occur due to the opening or closing of a building, redistribution of students, a change in instructional programming, changes in enrollment, or where it has been shown through reasonable cause that it is necessary to transfer a teacher.

If an involuntary transfer is necessary, teachers eligible to fill existing or anticipated vacancies will be asked to volunteer. If there are no volunteers, teachers with the least district seniority in the building will be transferred first based on certification and current teaching assignment. Teachers cannot "bump" another teacher from his/her position, regardless of seniority. Teachers whose positions are going to be eliminated will be informed by the building principal as soon as possible. Teachers who are subject to involuntary transfer will be notified in writing.

Any teacher who is involuntarily transferred will be given priority consideration for future vacancies at the building from which he/she transferred if they attempt to return to their original building at the first opportunity that arises. Teachers who have been involuntarily transferred will not be considered for involuntary transfer for the next three school years regardless of seniority. If all teachers in a department or discipline have been involuntarily transferred in the previous three years, the teacher with the least seniority will be involuntarily transferred.

In the case where an involuntary transfer would necessitate a teacher taking a test for certification, the teacher will be reimbursed for the cost of the test. In order to ease the transition and to promote a healthy instructional environment for students, teachers involuntarily transferred after May 1 may request 7 hours of professional release time, provided it is related

to their new position. Such activities could include time to observe other classrooms, time to meet with fellow teachers on their plan time, time to attend a department or grade-level meeting, attend a faculty meeting, or meeting the administration to tour the building and meet the faculty.

No involuntary transfers shall be made after the end of the current school year unless there is an unexpected change in circumstances. Any teacher affected by an involuntary transfer will be released by the Board if he/she so requests in time for release at the July Board of Education meeting.

B. Right to Representation

The District believes that staff communication regarding disagreements, complaints, and discipline are best addressed at the building-level between the teacher and the building administrator. The District also recognizes that the teaching staff may benefit from personal assistance and support during meetings that will result in disciplinary action.

The offer of Association representation is not required for fact-finding interviews. However, if a fact-finding interview develops into a discussion of potential disciplinary action, the meeting shall be adjourned if requested by the teacher so an Association representative can be present.

Teachers will be notified of disciplinary meetings with at least 24 hours notice to obtain representation if desired. Notification will be made in writing and will include the nature/purpose of the meeting. Teachers may waive their right to representation and/or the 24 hour notice.

The role of the person accompanying the teacher is to assist the teacher in understanding the nature of the concerns and in communicating his/her questions, concerns, or perspective. At no time should the representative assume the primary role in discussing or negotiating the issue with the administrator.

C. Teacher Evaluation and Due Process

The purpose of teacher evaluation includes aiding the individual teacher to grow professionally, raising the standard of the teaching profession as a whole, and raising the quality of instruction and education services to the children of the District. To help maintain high quality instruction, the teacher will receive an evaluation of his/her performance by the principal or designee in accordance with the District's PBTE. This evaluation should enable a teacher to realize strengths and weaknesses as a personal guide for his/her improvement. Also, evaluations serve as a guideline for continued employment as provided by the Missouri Teacher Tenure Act.

Teacher evaluations will be based on the Wentzville Performance Based Teacher Evaluation Plan (PBTE). The District will ensure that the PBTE process and procedures are implemented per Wentzville School District Policy and Regulation 4610. The purpose of the teacher evaluation process is to mentor and promote professional growth, enhance the quality of

education, and assist the District in making personnel decisions that enhance the education of students.

1. Teachers will be evaluated based on performance standards defined by appropriate descriptors generally known and validated by professional standards accepted by the teaching profession.
2. Teachers, upon employment, annually and as may be necessary, will be informed through in-service programs provided by the District of the criteria, methods and procedures which are utilized by the District in evaluating teaching performance.
3. Teachers' evaluations will be based upon the expectations and criteria related to classroom performance and other professional expectations related to their job.
4. Teachers will be evaluated based on data and information related to the established performance standards and criteria which are specified in the Wentzville School District Policy and Regulation 4610, with the implementation of both the formative and summative evaluation process.
5. Teachers will be provided assistance by the District as may be needed and appropriate to help the teacher improve his/her performance. The teacher will have the right to participate in developing any Performance Improvement Plan.
6. Teachers may have a representative of his/her choice in any matter of concern regarding his/her evaluation. If a meeting is scheduled during the school day, the representative will be given release time to attend the meeting.
7. Teachers shall have the ability to add their comments to documents used in the evaluation process. These statements will be attached to the document in question.
8. Each employee may review the contents of his/her building personnel file upon notification of the school principal and may review the contents of the official personnel file kept in the Central Office upon notification of Human Resources. The employee may be accompanied by an Association representative to review his/her file. All personnel files will be held confidential to the extent required by law. The file maintained at Central Office shall be the official file.
9. Material will not be entered or filed in the teacher's building or District personnel folder until the employee is given notice, as well as an opportunity to review the information and comment thereon. The teacher will be able to append a reply to the statement, which will also be included in the folder.
10. Any material mutually determined by the District and the teacher to be inappropriate, inaccurate or invalid will be removed from the teacher's personnel file.
11. All teacher evaluations will be done in full knowledge of the teacher and no recording devices will be used in the classroom without the teacher's full consent.
12. If serious deficiencies, concerns and/or problems are noted by an administrator or if complaints are made against a teacher by any parent, student or other person, then it will be promptly called to the attention of the teacher and the administrator will verify the incident occurred. The principal must note this in writing and give it to the teacher within five (5) school days of him/her noting that the deficiencies, concerns or complaint(s) are of a serious nature. Any deficiencies or concerns or complaints not called to the attention of the teacher within five (5) days may not be used as the basis for any reprimand, discipline or discharge.
13. Teachers may have a representative of their choice in meetings involving disciplinary action or in investigatory meetings that might lead to disciplinary action.
14. The District Performance Based Evaluation for all employees covered by this agreement will be reviewed and revised in conjunction with the Association. All changes in the PBTE including, but not limited to, the instrument and process will be made collaboratively with

the Association. Recommendations will be presented to the Board of Education for approval.

Annual revisions to the Evaluation Handbook will be completed by May 15 for the subsequent school year.

D. Reduction in Force

Considerations for implementing a RIF will be discussed with WNEA leadership prior to implementation. Once it has been determined which positions are to be reduced or eliminated, the identity of the teacher to be placed on involuntary leave of absence will be decided. In identifying teachers, the following rules will be applied:

- a. Probationary teachers will be the first teachers to be placed on leave within each area of specialization to be reduced. Probationary teachers will be selected on the basis of performance-based evaluations, certifications, and seniority. Seniority will not be controlling unless certifications and performance-based evaluations are equal. In comparing the performance-based evaluations of probationary teachers, each teacher's three most recent summative evaluations will be considered.
- b. If no probationary teachers, or an insufficient number of probationary teachers are employed in the area to be reduced, permanent teachers will be considered for placement on involuntary leave. Permanent teachers will be selected on the basis of performance-based evaluations and seniority. However, seniority will not be controlling unless performance-based evaluations are equal. In comparing the performance-based evaluations of permanent teachers, each teacher's three most recent summative evaluations will be considered.
- c. In no case will a permanent teacher be placed on a leave of absence while probationary teachers are retained in positions for which the permanent teacher is qualified

Article V: Terms of Agreement

This agreement shall be effective as of July 1, 2021 and shall continue in full force and effect through June 30, 2024 except the Board and the Association will negotiate salary in 2022 and 2023. Either the Board or the Association may reopen up to three (3) items every year for the length of this Agreement. Unless replacement language has been negotiated and voted on by the Association and approved by the Board, all provisions of this Agreement shall remain in effect. None of the tentatively agreed upon provision shall take effect until a successor Agreement is negotiated and voted on by the Association and approved by the Board. This agreement shall supersede and have precedent over any rules, policies, regulations, or practices of the employer which shall be contrary to or inconsistent with its terms.

Should either the Board or the Association want to modify the Agreement during the length of the Agreement, either party shall notify the other in writing. Mutual negotiation will then ensue between the Association and the Board. Any unlawful provision shall be renegotiated by the Board and the Association within fifteen (15) days of the determination that the provision is unlawful. Following negotiations, the provision will be put forward for a vote by the Association and approval by the Board. All other provisions in this Agreement shall continue in full force except as provided herein.

Copies of this Agreement shall be printed at the expense of the District within thirty (30) working days after the Agreement is signed and shall be presented to all teachers hereafter employed. Furthermore, the District shall furnish 100 copies of the Agreement to the Association for its use.

ASSOCIATION

By Julia Lutkenhaus
Its President and Bargaining Chairperson

By [Signature]
Its Secretary

BOARD OF EDUCATION

By Bobby Bates
Its President

By [Signature]
Its Secretary

**WENTZVILLE R-IV SCHOOL DISTRICT
INSTRUCTIONAL STAFF SALARY SCHEDULE
2021-2022**

STEP	B.S.	B.S. +16	M.A.	M.A. +15	M.A. +30	PhD
1	40,968	42,095	46,052	49,137	52,429	55,051
2	41,480	42,726	46,743	49,874	53,215	55,877
3	41,999	43,367	47,444	50,623	54,013	56,715
4	42,525	44,018	48,155	51,382	54,823	57,566
5	43,057	44,678	48,877	52,152	55,646	58,429
6	43,832	45,482	50,197	53,560	57,148	60,006
7	44,621	46,301	51,553	55,006	58,690	61,626
8	45,424	47,134	52,945	56,491	60,275	63,290
9	46,242	47,982	54,374	58,016	61,902	64,999
10	47,074	48,845	55,842	59,583	63,573	66,753
11		49,724	57,249	61,084	65,175	68,435
12		50,620	58,692	62,623	66,817	70,160
13			60,171	64,201	68,501	71,928
14			61,687	65,819	70,227	73,741
15			63,242	67,478	71,997	75,599
16			64,836	69,178	73,811	77,504
17			66,470	70,921	75,671	79,457
18			68,145	72,708	77,578	81,459
19			69,862	74,540	79,533	83,512
20			71,623	76,418	81,537	85,616
21			73,457	78,374	83,624	87,808
22			75,337	80,380	85,765	90,056
23			77,266	82,438	87,961	92,361

EXTRA DUTY SALARY SCHEDULE 2021-2022

	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%
Step 1	410.00	819.00	1,229.00	1,639.00	2,048.00	2,458.00	2,868.00	3,277.00	3,687.00	4,097.00	4,506.00	4,916.00
Step 2	415.00	830.00	1,244.00	1,659.00	2,074.00	2,489.00	2,904.00	3,318.00	3,733.00	4,148.00	4,563.00	4,978.00
Step 3	420.00	840.00	1,260.00	1,680.00	2,100.00	2,520.00	2,940.00	3,360.00	3,780.00	4,200.00	4,620.00	5,040.00
Step 4	425.00	851.00	1,276.00	1,701.00	2,126.00	2,552.00	2,977.00	3,402.00	3,827.00	4,253.00	4,678.00	5,103.00
Step 5	431.00	861.00	1,292.00	1,722.00	2,153.00	2,583.00	3,014.00	3,445.00	3,875.00	4,306.00	4,736.00	5,167.00
Step 6	438.00	877.00	1,315.00	1,753.00	2,192.00	2,630.00	3,068.00	3,507.00	3,945.00	4,383.00	4,822.00	5,260.00
Step 7	446.00	892.00	1,339.00	1,785.00	2,231.00	2,677.00	3,123.00	3,570.00	4,016.00	4,462.00	4,908.00	5,355.00
Step 8	454.00	908.00	1,363.00	1,817.00	2,271.00	2,725.00	3,180.00	3,634.00	4,088.00	4,542.00	4,997.00	5,451.00
Step 9	462.00	925.00	1,387.00	1,850.00	2,312.00	2,775.00	3,237.00	3,699.00	4,162.00	4,624.00	5,087.00	5,549.00
Step 10	471.00	941.00	1,412.00	1,883.00	2,354.00	2,824.00	3,295.00	3,766.00	4,237.00	4,707.00	5,178.00	5,649.00
Step 11	483.00	966.00	1,449.00	1,932.00	2,415.00	2,898.00	3,381.00	3,864.00	4,347.00	4,830.00	5,313.00	5,796.00
Step 12	495.00	991.00	1,486.00	1,981.00	2,477.00	2,972.00	3,467.00	3,963.00	4,458.00	4,953.00	5,449.00	5,944.00
Step 13	508.00	1,015.00	1,523.00	2,030.00	2,538.00	3,046.00	3,553.00	4,061.00	4,569.00	5,076.00	5,584.00	6,091.00
Step 14	520.00	1,040.00	1,560.00	2,080.00	2,600.00	3,119.00	3,639.00	4,159.00	4,679.00	5,199.00	5,719.00	6,239.00
Step 15	532.00	1,064.00	1,597.00	2,129.00	2,661.00	3,193.00	3,725.00	4,258.00	4,790.00	5,322.00	5,854.00	6,386.00
Step 16	547.00	1,093.00	1,640.00	2,186.00	2,733.00	3,279.00	3,826.00	4,372.00	4,919.00	5,465.00	6,012.00	6,558.00
Step 17	561.00	1,122.00	1,683.00	2,243.00	2,804.00	3,365.00	3,926.00	4,487.00	5,048.00	5,609.00	6,170.00	6,730.00
Step 18	575.00	1,150.00	1,726.00	2,301.00	2,876.00	3,451.00	4,026.00	4,602.00	5,177.00	5,752.00	6,327.00	6,903.00
Step 19	590.00	1,179.00	1,769.00	2,358.00	2,948.00	3,537.00	4,127.00	4,716.00	5,306.00	5,895.00	6,485.00	7,075.00
Step 20	604.00	1,208.00	1,812.00	2,416.00	3,019.00	3,623.00	4,227.00	4,831.00	5,435.00	6,039.00	6,643.00	7,247.00

MASTER AGREEMENT NOTES

WNEA teacher negotiations with the Wentzville School District began on January 26, 2021 and final discussions were concluded on February 2, 2021.

The WNEA teams members were:

Jeremy Maranan, Boone Trail Elementary
 Rebekah Messick, Heritage Intermediate
 Lynne Miller, Peine Ridge Elementary
 Mike Oliva, Timberland High School
 Julia Luetkenhaus, Chair, Frontier Middle School
 Lisa Blaha, MNEA UniServ

The District members were:

Dr. Jennifer Hecktor, Chair
 Mr. Richard Angevine, CFO
 Dr. Curtis Cain
 Dr. Megan Stryjewski
 Mr. Kyle Lindquist
 Dr. Laura Rowe
 Mr. Matt Schulte
 Erin Abbott, BOE Director

**The two teams met on the following dates:
 January 26, 2021, January 29, 2021, January 30, 2021, February 2, 2021**

Interest	Interest	Action
T1-Temporary Leave 15-minute increments	WNEA Interest: Has the ½ day/full day been effective?	Article II, Section F Revert language back to 15 minute increments. COVID-19 has interfered with the collecting of data to prove or disprove whether teacher attendance would improve with larger increments required.
T2 -6th Grade Movement	WNEA Interest: How will 6th grade teachers be moved when the new middle school opens?	Transfer Process for 6th grade certified staff movement back to the Middle School 1. A stand alone process will be established for the movement of 6th grade to the middle schools. 2. The process will consist of two committees: <u>Advisory committee</u> 4 6th grade representatives, 1 from each subject area (Math, SS, ELA, Sci) 2 SPED reps SLP and a SPED teacher 2 Special Areas teachers 3/4 Middle School Admin 1/2 Elementary School Admin Teaching and Learning representatives

		<p>Student Services representatives 1 BOE member</p> <p><u>Steering Committee</u> 2 WNEA reps Teaching and Learning Representative HR Representative MS Principals</p> <p>The Advisory committee will work with the Steering committee to create a process for movement.</p> <p>Committee will convene no later than November 2021, for implementation no later than April 2022.</p>
T3-Virtual Academy	WNEA Interest: How will the Virtual Academy be staffed going forward?	The process for placement will mirror current posting, hiring, transfer processes in other building staffing plans but will continue to be evaluated and will be based on enrollment.
A1-Collaboration Compensation	Admin.: With MMD funds, what rate should be established for compensating teachers when they are approved for collaboration time from T&L outside of contracted time?	Added to Hourly payment listing in Agreement: Teaching and Learning Designated Collaboration Time- \$20/hr
A2-Temporary Teachers	Admin.: Should teachers on 1-year contracts be considered before external hires?	Resolved with transfer language section rewrite that reached consensus from committee.
T4-Educational Disruption	WNEA Interest? How can we provide stability and continuity in the learning communities impacted by an unforeseen	<p>Added in as J. Educational Disruption Language on page 26, thus bumping the remaining sections down one letter</p> <p>An Unexpected Educational Disruption is a sudden break or interruption in the educational plan caused by an unforeseen event. There is an understanding</p>

	<p>educational disruption?</p>	<p>that sometimes such events force quick communication and dictates, but those decisions will be shared with WNEA leadership. In the circumstance where the disruption is ongoing and/or unresolved the district will work together with WNEA to collaborate, communicate, and assess processes that are created during such an event.</p>
<p>T5-RIF Language</p>	<p>WNEA Interest:How can we ensure the needs and rights of all stakeholders are met in circumstances where a RIF is required?</p>	<p>Added to Article IV: D Reduction in Force, page 32 Considerations for implementing a RIF will be discussed with WNEA leadership prior to implementation. Once it has been determined which positions are to be reduced or eliminated, the identity of the teacher to be placed on involuntary leave of absence will be decided. In identifying teachers, the following rules will be applied:</p> <ul style="list-style-type: none"> d. Probationary teachers will be the first teachers to be placed on leave within each area of specialization to be reduced. Probationary teachers will be selected on the basis of performance-based evaluations, certifications, and seniority. Seniority will not be controlling unless certifications and performance-based evaluations are equal. In comparing the performance-based evaluations of probationary teachers, each teacher’s three most recent summative evaluations will be considered. e. If no probationary teachers, or an insufficient number of probationary teachers are employed in the area to be reduced, permanent teachers will be considered for placement on involuntary leave. Permanent teachers will be selected on the basis of performance-based evaluations and seniority. However, seniority will not be controlling unless performance-based evaluations are equal. In comparing the performance-based evaluations of permanent teachers, each teacher’s three most recent summative evaluations will be considered.

		<p>f. In no case will a permanent teacher be placed on a leave of absence while probationary teachers are retained in positions for which the permanent teacher is qualified.</p>
T6-Representation with supervisor	WNEA Interest: How can we ensure that certified staff is represented during discipline meetings?	Language refined and approved by consensus. Replaced in Article IV: Section B
A3/T10-Transfer Language	Mutual Interest: How can we clarify the Vacancy, Posting, Transfer section?	Refined language approved by consensus; moved "seniority" to the definition section.
A4-Extra Duty Contracts	Admin.: How can we ensure Extra Duty Assignments are contracted when they are related to the teaching assignment and agreed upon in another way when unrelated to teaching assignment?	While maintaining the commitment in the existing Extra Duty contracts, all assignments not tied to an extension of the teaching contract will be labeled as Extra Duty Assignments. Documents will be signed by both the teacher and the Board of Education as is current practice. Language in Article II, Section D will reflect changes in titles.
A5-Collaboration	Admin.: How can teachers at all levels develop time to collaborate?	Discussion was had regarding the need for secondary to have more collaboration time.
T7-Class sizes and caseloads	WNEA Interest: How can we work toward better class sizes for all teachers, caseloads for SPED teachers, and 504 caseloads for counselors?	<p>Discussion on this item centered around the processes used to make decisions regarding student placement with the following highlights:</p> <ul style="list-style-type: none"> ● Existing language in the Agreement which brings together a Class Size Committee twice a year. ● Buildings will not be able to submit staffing requests this year due to the projected budget deficit. ● The building principal will have a transparent process for class placement that will be communicated to the teachers.

		<ul style="list-style-type: none"> Counselors are going through a curriculum review process with the Teaching and Learning/Student Services departments.
T8-Professional Staff Input	WNEA Interest: What is the best way to communicate with the Board of Education?	Both the WNEA and the District recognize the importance of regular and ongoing communication between the Association and the Board of Education. In an effort to open those channels of communication various strategies were discussed. The BOE has already taken action to make the Open Forum section of their meetings more accessible by doubling the time allowed for Open Forum, thus including more speakers. The Association will work throughout the coming year to find methods of engaging with the BOE to share information and updates on progress. Progress should be evaluated during the Spring 2022 Bargaining session.
T9-Length of Calendar	WNEA Interest: How do we ensure that we meet state educational requirements for attendance while honoring the work/life balance of all stakeholders?	<p>In light of the current district financial situation due to the COVID pandemic, there will be no raises, steps, or laterals for the 2021-2022 school year.</p> <p>For the 2021-2022 school year the following will be implemented:</p> <ol style="list-style-type: none"> 1. Professional Development days will be held from 8am-3pm 2. a ½ day PD day is eliminated 3. a ½ day work day is eliminated <p>Teachers will receive a step and a fall lateral move for the 2021-2022 school year. Professional Development days will be held from 8am-3pm.</p>
A6-Tuition Reimbursement and Lateral Movement	Admin.: How can we clarify and simplify the process for tuition reimbursement and lateral movement?	HR will develop a pre-approval form for Tuition Reimbursement and Lateral Movement. Language proposed.
A7-Unused Leave Payout	Admin.: We have tiered substitute rates--clarify what rate is used for Unused Temporary Leave Payout?	Use 60-credit hour substitute rate.

<p>A8-Work days and work time</p>	<p>Admin: How can we clarify the differences between work days and work time as it appears throughout the Agreement?</p>	<p>The district pulled this item as it will be addressed as changes are made to T11.</p>
<p>T11-Agreement language fixes/clean-ups/changes</p>	<p>WNEA Interest: How can we “clean up” the Master Agreement to make it more user friendly?</p>	<p>After discussion, it was determined that Dr. Hecktor and Julia Luetkenhaus will work collaboratively to address any changes or formatting that does not alter the intent of the language.</p>
<p>T12-Student Success Committee</p>	<p>WNEA Interest: How can we proceed with the committee established during the 2019-2020 bargain but subsequently postponed?</p>	<p>Student Success</p> <p>A learning cohort will be formed no later than September 2021 with the purpose of learning about, discussing, and communicating ways to ensure the success of all students.</p> <p>The intended outcomes of the committee will include:</p> <ul style="list-style-type: none"> ● Continue to build learning structures & supports to support all learners ● Improve the communication cycle between all parties involved ● Plan for training & support for all staff ● Provide time for calibration among administrators and schools ● Connect current practices to our work in the WSD ● Establish a recommended restorative process <p>Cohort membership:</p> <ul style="list-style-type: none"> ● Teacher representatives from each level ● Administrator representatives from each level ● Administrative Services representatives ● Student Services representatives <p>Proposed structure:</p> <ul style="list-style-type: none"> ● Shared learning opportunities ● Analysis of case studies & scenarios ● Ongoing dialogue & problem-solving ● Opportunities for grade-level division/collaboration <p>Timeline:</p> <ul style="list-style-type: none"> ● Prior to Fall 2021:

		<ul style="list-style-type: none"> ○ Develop cohort name and define the purpose ○ Provide support in identified situations, as needed, throughout the duration of spring 2021 ○ Start recruiting committee members this school year ○ Schedule meetings for next year over summer break ○ Set goals for committee and deadlines at first meeting ● Fall 2021: <ul style="list-style-type: none"> ○ Cohort begins ● Spring 2022 <ul style="list-style-type: none"> ○ Cohort provides progress update to WNEA & WSD Administration
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The original Agreement was ratified and approved by the Board of Education at the February 2021 BOE meeting. However, due to State revenues being released, the group reconvened to add a “step” and fall lateral raise for teachers.