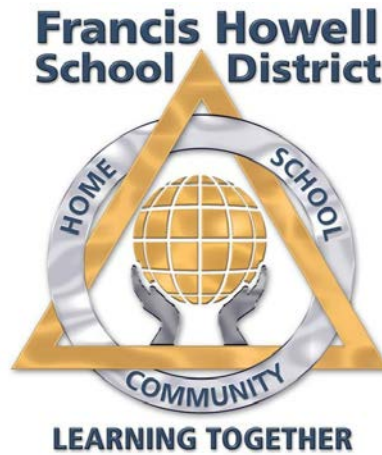


**Francis Howell School District & FHEA  
Educational Support Counselors (ESC)  
Closure Agreement  
2024-2026**



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## **PREAMBLE**

This Agreement is entered into between the Francis Howell School District (hereinafter the “District”) and the Francis Howell Education Association (hereinafter “FHEA”), an affiliate of the Missouri National Education Association, this 1st date of July 2024.

### **Article I – Definitions**

#### **Section 1.1 “Bargaining Unit.”**

The “Bargaining Unit” is the defined group of employees identified in the recognition section of this agreement represented by FHEA in negotiations for a collectively bargained agreement with the District.

#### **Section 1.2 “FHEA.”**

“FHEA” is the Francis Howell Education Association; the union elected June 16, 2020, Public case #2019-014 by employees in the bargaining unit to Education Support Counselors-ESC to represent the unit to negotiate a collectively bargained agreement with the District.

#### **Section 1.3 “District.”**

The “District” is the Francis Howell School District, the Board of Education, and its administration, collectively.

#### **Section 1.4 “Board” or “Board of Education.”**

The “Board” or “Board of Education” is the representative body elected by the registered voters of the Francis Howell School District of St. Charles County, Missouri, to exercise general supervision over the schools of the District, and to ensure that the schools are maintained as provided by the state statutes, the rules and regulations of the Missouri State Board of Education and/or the Missouri Department of Elementary and Secondary Education, and the policies, rules and regulations of the District in a manner accountable to the electorate, and responsive to the educational needs and the imposed financial constraints of the District.

#### **Section 1.5 “Parties.”**

“Parties” refers to the District and FHEA, collectively.

### **Article II - Recognition**

- The Board of Education and the Educational Support Counselors (ESCs) recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the District. The Board recognizes its obligation to operate in accordance with all statutory provisions of the state, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The Board will not reduce, negotiate, or delegate its legal responsibilities.
- The Superintendent of Schools is delegated the responsibility and authority to implement the established policies, and the professional teaching staff has the responsibility to carry out established policies and administrative regulations.

- Board policy will not be changed during the term of this agreement without prior notice to and input from the Francis Howell Education Association (FHEA).
- FHEA is recognized as the exclusive representative of Educational Support Counselors (ESCs).
- The District will participate in good faith negotiations with FHEA regarding policies related to salary, working conditions, and benefits.

**Section 2.1 – Contract Ratification.**

Tentative recommendations will be set down in writing, dated and signed by the chairpersons of the negotiating teams, and submitted to the Board for vote and the Association for ratification. If the Board votes to approve and the Association ratifies the Closure Document, it will be signed and dated by the president of the Board and the president of FHEA.

**Section 2.2 – Agreement Consistency with Board Policy.**

FHEA and the District agree to follow the terms of this agreement to the extent the terms of this agreement are consistent with the terms of the Board of Education policies and/or regulations and applicable law. In the event of a conflict or inconsistency in the terms of this agreement and Board policies and/or regulations, this agreement shall govern. In the event of a conflict or inconsistency in the terms of this agreement and applicable law, applicable law shall govern.

**Section 2.3 - District Authority Altered Only by Specific and Express Agreement.**

It is understood and agreed that the District possesses the right and authority to operate and direct the employees of the District in all respects including, but not limited to, all rights and authority exercised by the District prior to the execution of this agreement except as expressly and specifically limited in this agreement. The authority and powers of the District as prescribed by the statutes and the Constitution of the State of Missouri and the United States shall continue unaffected by this agreement except as expressly limited by the provisions of this Agreement.

**Section 2.4 - District Authority to Make Changes without Negotiations.**

FHEA and the District agree to work collaboratively, however the District specifically reserves the right to change past practices, Board of Education policy or regulations without negotiations with FHEA prior to any such changes unless the language of such policy or regulation is quoted in this agreement with specific reference to the title of the policy or regulation, or the changes directly conflict with the terms of this agreement.

## **Article III - Employment**

**Section 3.1 - Wage Letters**

- The recommended salary schedule will employ all ESCs for 185 workdays.
- Workdays lost due to a pandemic will be treated in the same manner as contracted days lost to a weather closure.
- Hours of employment shall be thirty (30) minutes before the first class begins and extend until a majority of students have safely been dismissed.

**Section 3.2 - Extra Duty Contracts**

- Annual seasonal extra-duty contracts will be issued separately from the letter of employment and shall be compensated as per the extra-duty salary schedule.
- Fall, winter, and spring seasonal extra duty contracts will be paid in six (6) equal installments on the 10th and 25th of the month beginning August 10 for fall, November 10 for winter, and March 10 for spring.
- The extra duty committee will endeavor to meet each year beginning by February 1st and concluding by March 15th to determine the extra duty positions and compensation for the next school year.

## **Article IV - Personnel Assignment and Transfer**

### **Section 4.1 - Voluntary Transfers**

- Vacancies will be posted for a minimum of five (5) calendar days on the District's website as they occur. After April 15<sup>th</sup>, positions will be posted for a minimum of five (5) calendar days unless an emergency situation in the instructional program necessitates an immediate assignment.
- Generally, once an employee has voluntarily transferred for the current or upcoming school year that person may not voluntarily transfer to another position for the current or upcoming school year. However, in special circumstances the superintendent/designee will allow an employee who has voluntarily transferred in the current or upcoming school year to be considered for another voluntary transfer in the same or upcoming school year.
- When the health of a staff member is significantly compromised, the staff member may request that the Superintendent make a change in placement until the threat no longer exists. The Superintendent has complete discretion to determine if a change in placement is warranted.

### **Section 4.2 - Involuntary Transfer**

- ESCs will be selected for involuntary transfer by Francis Howell School District seniority.

### **Section 4.3 - Committee Assignments**

- It is understood that FHSD has developed a collaborative method of improving student learning. ESCs input is vital to the overall improvement of student learning and of the school in general. Though ESC presence is highly desirable on site and district committees, no ESC may be placed on a committee without the ESC willingly agreeing to serve on said committee.
- If the FHEA building representative(s) believe the principal is violating this this section of the agreement, the FHEA building representative(s) will discuss this issue with the principal. If this issue is not resolved at the building level, FHEA will furnish District Administration with names of the school and the principal who is not following the agreement.

### **Section 4.4 - Faculty Meetings**

- Every effort will be made to hold no more than one (1) faculty meeting per month. When there is school or district business that is of a critical nature additional meeting(s) may be required; however, principals will be judicious in their use of additional meetings.
- If the FHEA building representative(s) believe the principal is violating this section of the agreement without just cause, the FHEA building representative(s) will discuss the issue with the principal. If this issue is not resolved at the building level, or if persistent infractions occur, FHEA will furnish District Administration with the names of the school and the principal who is not following the agreement.
- Early Childhood Principals agreed to hold faculty meetings contiguous to the workday only.

### **Section 4.5 - Professional Learning Community (PLC)**

- ESCs will meet monthly as a group and will attend weekly PLCs with other building staff as necessary.
- The number of early release Wednesdays will dictate the number of PLC meetings annually for each PreK-12 building. The Administration recognizes the value of dedicated PLC plan time. The Administration supports reserving this time for work by grade levels/departments on their PLC issues. Additional issues or agenda items should be discussed at the faculty meetings or other appropriate times. If there is a need for guests to attend a PLC meeting to address a specific item or items (e.g., reading scores), the guest should consult with the PLC ahead of time, whenever possible, regarding the appropriate time to address the item(s).

### **Section 4.6 – Meetings**

- ESCs will meet monthly by level (early childhood, elementary, middle, high) teams.
- ESCs will meet by vertical teams every 3-months in lieu of the level team meeting.
- ESCs will work with the Mental Health Coordinator to develop a yearly schedule for meetings.

## **Article V- Absences, Leaves and Vacation**

### **Section 5.1 - Leave for Civic Duty**

- Absences for employees who are subpoenaed to testify for non-personal purposes during work hours will be treated in the same manner as absences for jury duty.
- When an employee receives compensation to serve as an expert witness, the employee will either remit to the District the money paid to the employee for the service, or retain the money paid to the employee and be charged a dock day.

### **Section 5.2 - Bereavement**

- Supplemental days for bereavement may be used from the employee's sick leave bank to cover additional time as needed or for bereavement of individuals not defined by policy. When possible, twenty-four (24) hours advance notification to the principal/manager is requested. Employees should report a supplemental bereavement day to Frontline as a sick day.

### **Section 5.3 - Sick Days**

- ESCs will be awarded 11 sick days (three of which can be used as personal days).
- Sick Leave accumulation will be limited to 100 days.
- Sick Leave day payout will be \$75 per day up to a maximum of 75 days upon retirement.
- Sick Leave day payout will be \$75 per day up to a maximum of 75 days upon retirement. ESCs with 90 to 100 days in their personal sick leave account after their final work day will receive an additional \$1,000 for a maximum payout of \$6,625. FHEA and Administration will monitor the effect this has on sick leave bank donations.
- There may be special circumstances where an employee is injured by a student, and has to use one or more sick days to cover the initial lost time related to a formal workers' compensation claim. Should that employee run out of sick time later in the year, the employee may request that the Superintendent approve additional sick leave, equal to the initial days lost related to a formal workers' compensation claim due to the student-caused injury. The Superintendent has sole discretion to approve said request.

- Doctor Appointments at Late Start Schools
  - The principal at each late start elementary school (8:55 or later) and each early childhood center will work collaboratively with the ESCs in the school to develop a plan whereby ESCs may leave up to 90 minutes before the end of the school day to attend doctor appointments for themselves or their family.

#### **Section 5.4 - Personal Days**

- ESCs may take up to three (3) sick days for personal reasons with pay per school year to be deducted from the accumulated days in their sick leave account. ESCs working four (4) or fewer hours per day may take up to one and one-half (1-1/2) personal days per school year. These days will be available upon request to the principal/manager and limited by the following conditions:
  - The ESCs must request the personal day from the principal/supervisor at least five (5) days before the proposed absence, except in cases where the circumstances requiring the absence make this impossible. In cases of extreme emergency, the superintendent/designee may approve same day requests.
  - ESCs may use personal days at any time, for any reason other than a work stoppage.
  - No more than two (2) or five percent (5%) of the ESCs in the District, whichever is more, may be granted personal leave at the same time. Principals will grant personal days in the order of request. In case of extreme emergency, the Superintendent of Schools may grant absences in excess thereof.
  - ESCs will complete the proper authorization form, available in the principal's office, for approval to use a personal day before entering leave in the absence management system.
  - There may be special circumstances where an employee desires to use more personal leave in a year.
  - The employee may make a request to the Superintendent of Schools to approve a request for additional paid personal leave. The Superintendent of Schools has sole discretion to approve said request.

#### **Section 5.5 - Dock Days**

- Prior written approval is not required for use of a dock day for medical emergencies. All other regulations regarding the use of dock days will still apply. If abuse in use of dock days is suspected, the superintendent/designee may request verification of the absence.

#### **Section 5.6 - Sick Leave Bank**

- The intent of the bank is to provide support to employees facing health crises. A committee of Administrators and FHEA will determine funding of the bank, policies, and procedures necessary for administration of the fund. Days will be donated from the existing employee's individual bank.

#### **Section 5.7 – Working from home during pre-planned absence**

- Administration has developed telecommuting procedures for all employees. ESCs should speak with their Building Principal and the Mental Health Coordinator to discuss this option as needed.



# Article VI -Compensation

## Section 6.1 - Teacher Salary Schedule/ESC Compensation

- The Teacher Salary Schedule for 2024-2025 and 2025-2026 school years, copies of which are attached to and made a part of this agreement, represents the compensation plan for ESCs agreed upon by the District and FHEA.

## Section 6.2 – Extra Duty Stipend Schedule

- The Extra Duty Stipend Schedule for 2024-2025 and 2025-2026, copies of which are attached to and made a part of this closure document, represents the compensation plan for coaches and sponsors agreed upon by the District and FHEA.
- 2024-2025 and 2025-2026 Extra Duty Schedule Change
  - Extra Duty minimum and maximum stipends, except those in the departments section of each level, will increase by 5% for the 2024-2025 and 2025-2026 school years.
  - Coaches and sponsors will receive a 5% increase to their current stipend each year.
  - Newly hired coaches and sponsors will receive the minimum stipend.
  - Department chair and ITS stipends will not change for the duration of this contract.

## Section 6.3 - Salary Increases

- The 2024-2025 Teacher salary schedule will be modified in the following ways:
  - The teacher salary schedule will include the following lanes: BA, MA, MA+15, MA+30, and Doctorate.
  - The starting salary in the MA lane will be 7% higher than the starting salary in the BA lane. The starting salary in the MA+15 lane will be 7% higher than the starting salary in the MA lane. The starting salary in the MA+30 lane will be 7% higher than the starting salary in the MA+15 lane. The starting salary in the Doctorate lane will be 7% higher than the starting salary in the MA+30 lane.
  - Each lane will include 25 steps, increasing by 2%, per step down the schedule.
  - The starting salary for Bachelors, step 1 will be \$47,500.
  - Educators in the BA and BA+15 lanes for the 2023-2024 school year will be placed in the BA lane for 2024-2025 school year.
  - Educators in the MA lane for the 2023-2024 school year will be placed in the MA lane for the 2024-2025 school year.
  - Educators in the MA+15 lane for the 2023-2024 school year will be placed in the MA+15 lane for the 2024-2025 school year.
  - Educators in the MA +30 and MA +45 lanes for the 2023-2024 school year will be placed in the MA +30 lane for the 2024-2025 school year.
  - Educators in the Doctorate lane for the 2023-2024 school year will be placed in the Doctorate lane for the 2024-2025 school year.
  - The BA+15 and MA+45 lanes will be eliminated. Teachers and Coordinators who were at the maximum step of their respective educational lane and received a \$2,000 stipend distributed across all paychecks for the 2022-2023 school year, received a partial stipend to keep their yearly salary equal to that of 2022-2023 in 2023-2024. Salary schedule adjustments made for the 2024-2025 or 2025-2026 school years that result in the certified staff member making the same salary as 2023-2024, or a higher salary in 2024-2025 will no longer receive any part of the original 2022-2023 stipend.
  - Steps will be provided in the following order:

- All educators hired for the 2016-2017 school year or prior, who are on step 7 or higher, and who are eligible, will receive a step making up for a previous salary freeze.
    - All educators who are eligible will receive one step for the 2024-2025 school year.
  - Teachers and Coordinators who were at the maximum step of their respective educational lane and received a \$2,000 stipend distributed across all paychecks for the 2022-2023 school year will receive a stipend to keep their yearly salary equal to that of 2022-2023.
- The 2025-2026 Teacher salary schedule will be adjusted.
  - \$500 will be added to the base of the teacher salary schedule, indexed. The starting salary will be increased to \$48,000.
  - The 7% horizontal and 2% vertical increases will remain.
  - Educators will receive one step on the salary schedule.
  - Teachers and Coordinators who were at the maximum step of their respective educational lane and received a \$2,000 stipend distributed across all paychecks for the 2022-2023 school year will receive a stipend to keep their yearly salary equal to that of 2022-2023.

#### **Section 6.4 - Placement on the Salary Schedule**

- A Master's Degree in social work or counseling is required to be placed on the MA lane of the teacher salary schedule.

#### **Section 6.5 - Credit Beyond the Bachelor and Master Degrees**

- Lane changes will be granted for the 2024-2025 and 2025-2026 school years.
- The HR Department will disseminate information annually, at the start of the school year, to all staff regarding the lane change process.
- Transcripts must be received by Human Resources by October 15.
- Only coursework related to a staff member's current position, a DESE certification they currently hold, or a DESE certification an individual is working towards, will be approved towards lane changes.

#### **Section 6.6 - Salary Payments**

- All ESCs' annual salary payments shall be paid in twenty-four (24) equal payments. Such payments shall be distributed on the tenth (10th) and twenty-fifth (25th) of the month or the last school day prior to the tenth (10th) and twenty-fifth (25th) of the month, commencing in August. The final payments for all ESCs will be distributed on the last paycheck in June.
- In the event of overpayment, the District will not take out more than \$200 per paycheck until the payback is satisfied. All paybacks must be completed prior to the end of the fiscal year in which the overpayment was made or discovered, whichever is later. If a \$200 per paycheck deduction does not cover the full payback amount prior to the end of the fiscal year in which the overpayment was made, the teacher must pay the District the difference. Prior to any deduction, the District will contact the individual concerning the discrepancy in pay.

#### **Section 6.7 - Payroll Deductions**

- The District will honor the agreements that ESCs make with their association regarding deduction of dues from their paychecks.

## **Section 6.8 - Other Compensation**

- ESCs who are required to ride a bus will be compensated at a rate of \$20 per ride. (Field trips and athletic/activity events are excluded.)
- A stipend amount of \$2,500.00 will be provided annually to each ESC as compensation for the following:
  - Emergency responses to families/consultation with private services during evening, weekends, holidays and breaks.
  - Work to obtain/maintain licensure.
  - Student/family support that falls outside the regular scheduled work calendar.
- Educational Support Counselors are eligible for an annual stipend of \$3,000.00 after obtaining National Board Certification. The Francis Howell School District recognizes the National Association of Social Workers (NASW) for Licensed Social Workers. The following credentials are acceptable:
  - Academy of Certified Social Workers (ACSW)
  - Diplomate in Clinical Social Work (DCSW)
  - Qualified Clinical Social Worker (QCSW)
  - Certified School Social Work Specialist (C-SSWS)
- The Francis Howell School District recognizes The National Board for Certified Counselors (NBCC) for Licensed Certified Counselors. The following credential is acceptable:
  - The National Certified Counselor (NCC) credentials
- In order to be eligible for the stipend, the application must be submitted to the governing body by October 15. A copy of the receipt email and the completed certificate must be received by Human Resources no later than December 31. After December 31, certification/recertification earned in one school year shall be credited to the ESC's salary beginning the following school year.
- ESC staff members who complete annual mandatory training by September 30 will receive an additional sick day added to their personal sick leave account as compensation for participating in the training. The additional sick day may be used as a fourth personal day during the current school year. The additional sick day and increase in use of personal days will be added to employees' balances by the October 25 paycheck.

## **Section 6.9 – Expenses**

- ESCs will be paid \$125 (gross) annually, with the funds to be used for incidental expenses.
- Alternative Learning will include funds on an annual basis for ESCs in a district budget for ESC related expenses. Buildings will order all supplies, however, funds will be housed and allocated at the district level.

## **Section 6.10 - Extra Duty**

- Recommendations regarding the extra-duty salary schedule will be conducted as part of the negotiations process. Recommendations regarding extra-duty activities and staffing will be conducted as part of the annual budget process.
- Employees in each paid extra duty position will be evaluated by the appropriate personnel each year.
  - Activities Directors will communicate to head coaches their responsibility to evaluate assistant coaches and will ensure that all coaches are evaluated.
  - The Extra Duty Committee will re-examine evaluation tools and make appropriate revisions.
  - Elementary – evaluated by building principal/assistant principal
    - Department Chairs and ITS/IWS – proper evaluation form

- Essential Activities/Creative Clubs – (extra duty committee to develop reflective evaluation form)
  - Middle School – evaluated by building principal/assistant principal
    - Department Chairs and ITS/IWS – proper evaluation form
    - Essential Activities/Creative Clubs – (extra duty committee to develop reflective evaluation form)
  - High School
    - Department Chairs – evaluated by principal/assistant principal using proper evaluation form
    - Co-Curricular – evaluated at the same time as their teacher evaluation (only the head sponsor fills our Sponsor/Extra Duty Review Report)
    - MSHSAA – head coach/director evaluated by Activities Director using proper evaluation form; assistant coaches/directors evaluated by head coach using proper evaluation form.
    - Other Stipend Clubs – evaluated by Activities Director using Sponsor/Extra Duty Review Report
- The Extra Duty Committee will review all extra duty positions and the current compensation schedule and report back to the negotiations teams in written form.

### **Section 6.11 - Summer School**

- If requested, meetings will be convened to resolve FHEA concerns regarding summer school. The meeting will include the Director in charge of summer school, other administrators, and FHEA representatives, including those who have taught during summer school.
- The rate of pay for summer school ESCs will be \$32 per hour, plus \$256 for open house, classroom setup and professional development.

### **Section 6.12 - Benefits and Eligibility**

- A committee consisting of representatives from all employee groups, including retirees, will review performance and make recommendations to the Board for changes to the various insurance coverages for the upcoming school year.
- The recommendations of the District Insurance Committee will be shared with the FHEA negotiations team at the same time such recommendations are shared with the Board of Education, and prior to these recommendations being brought to the Board of Education for its approval.
- New hires' insurance enrollment procedures will be fully explained during the orientation meetings and there will be follow-up email reminders prior to the enrollment deadline.

### **Section 6.13 - Retiree Discount Insurance Program**

- The Retiree Discount Insurance Program (RDIP) will be eliminated at the end of the 2022-2023 plan year.
- Retired ESCs who obtain a substitute teaching certificate and sub as a classroom teacher will be paid 6/7 of the BA step 1 per diem rounded to the nearest dollar. All retirees will be invited to a meeting the year in which they retire to learn about pre-tax options for paying their insurance.

### **Section 6.14 - Group Insurance Coverage**

- ESC employees, working in a full-time position, who regularly work thirty (30) hours or more per week, are eligible to receive District paid employee coverage for medical, dental and vision insurance.

### **Section 6.15 - Limitations on Tax Sheltered Annuity Companies**

- All employees shall have the opportunity to participate in one or more 403B/457 plans with the vendor of their choice. All current requirements regarding a minimum number of participants in order to add a vendor and the vendor's ability to meet reporting requirements remain in effect.

## **Article VII - Performance Evaluation**

### **Section 7.1 - ESC Performance Evaluation**

- The ESC evaluation document, will be agreed upon by FHEA and Administration, and approved by the Board.
- Administration agrees to gather the ESC negotiation team, principals, Mental Health Coordinator, Director of Human Resources, and the Director of Alternative Learning to discuss the evaluation tool with the goal of including more consistent principal input in the evaluation process.

## **Article VIII - Separation**

### **Section 8.1 - Reduction in Force**

- When ESC positions are being reduced, ESCs will be laid off in reverse seniority order.
- The number of employees shall only be reduced if necessitated by (1) a decrease in pupil enrollment, (2) District reorganization, or (3) the financial condition of the District. If a reduction in force is necessary, causing the permanent elimination of ESC positions, current ESCs will be allowed to continue employment through the end of the current school year. To the extent possible, Administration shall use normal attrition to reduce the staff, such as retirement and resignation to meet the requirements of the reduction in force.

## **Article IX - Employee Welfare**

### **Section 9.1- Association President**

- All teachers are expected to devote their full attention to students during established instructional times. Other work, such as responding to Association emails or completing Association duties, should be completed outside of time scheduled for the instruction of students or work time in the teacher calendar set aside for teachers to focus on improvement of instruction.
- The FHEA President may request to use a full day of FHEA release time up to ten (10) times each year, provided the absence is entered into the Frontline Central Absence Management system with a 48-hour notice, when possible.
- A permanent substitute will be assigned to the FHEA President's classroom to cover when the President is released. Throughout each school year (and as necessary during the year should a new permanent substitute need to be assigned) the permanent substitute will work up to 5 (five) days with the President to learn the schedule and students.
- Administration will work to schedule meetings (committee meetings, action teams, etc.) outside the normal school day, as much as possible, to help ensure participation by the FHEA President.

- Monthly chief meetings will be scheduled at a time outside of the school day to help ensure participation by FHEA Executive Board members.
- The FHEA President can schedule individual quarterly meetings with each member of the Executive Cabinet outside of the normal school day to stay connected to District work and initiatives.
- FHEA will be provided 180 release days to be used by the entire organization.
- FHEA release time may be used by the FHEA President or other FHEA representatives to participate in an interview committee for District-level leadership positions. These days will not count toward the (10) days listed above.
- If an employee requests representation by the FHEA President, meetings for significant personnel issues that lead to a leave of absence or result in suspension or other serious discipline will be scheduled with the President outside of normal school hours.
- The Superintendent and FHEA President will work with Building Administrators and FHEA representatives to create clear systems of support and communication.
- The FHEA time limit when addressing the Board of Education at meetings will be 3 minutes. FHEA will not use the allotted time given to patrons or other associations to increase its allotted 3 minutes.
- Per Board protocol, comments about personnel matters and remarks about or directed at individual employees or students are not allowed.
- Speakers are not to address the Board concerning specific personnel issues at a meeting. Such issues should be addressed using the District's established procedures for sharing concerns about school personnel and, if necessary, brought to the Board's attention in private.
- FHEA comments will comply with then-current Board Policies when addressing the Board.

### **Section 9.2 –Labor Management**

- Administration commits to scheduling quarterly meetings with FHEA ESCs, and the Director of Alternative Learning to problem solve. Meeting times will be coordinated between FHEA and Administration.
- Administration commits to ongoing conversations in labor management meetings (LMM) with ESCs regarding the conversations occurring in the ESC Professional Learning Communities (PLC). A standing item will be placed on the quarterly LMM agenda and items will be discussed in negotiations as appropriate.

### **Section 9.3 -Implementation and Duration of Policy**

- The Board of Education and Administration desire to work collaboratively with the FHEA on changes to Board Policy and Regulation.
- Any proposed change or addition by the Administration or Board of Education to the 4000 series of Board Policy or Regulation will first be discussed with FHEA. The changes or additions will then be submitted to the Policy Committee for editorial review. The Policy Committee will submit the changes or additions to the Board for its review and approval.
- The Board of Education reserves the right to accept, reject or modify any recommendation regarding Board Policy or Regulation made by either FHEA or the Policy Committee.

### **Section 9.4 - Communication**

- The Administration will strive to provide timely responses to staff members, including inquiries related to receipt of transcripts.
- The Administration supports providing ESCs with information to help them understand the District's current and proposed initiatives. The Administration supports having each building

principal complete an activity with building staff members that clarifies understanding of current and proposed initiatives within the first month of school.

- Administration agrees to collect feedback from ESCs regarding training and content needs each spring.
- Administration will communicate with all ESCs how to access funds for ESC learning at the beginning of each school year.
- Administration will communicate with building leadership that ESCs should be provided a daily duty free lunch.
- Administration will communicate with building leadership that ESCs should complete an 0120 form when learning is requested (for CEUs) during work time.
- Administration will work to update the educational materials sent to employees who file a workers' compensation claim. The materials will be sent to each employee when a complaint is filed. The materials will include things such as: what to expect in the process, how pay is impacted, when doctor's appointments can or should be scheduled and who to call when they experience an issue or problem.

### **Section 9.5 - School Climate**

- Administration will develop and have each building conduct a climate survey of the staff for the purpose of assessing each school's learning climate.
- The quantitative results and general themes from the comments of the survey will be shared with all staff members, including FHEA building representatives.

### **Section 9.6 – Work Time/Caseloads**

- ESCs will submit a schedule to Principals and the Coordinator of Mental Health that includes designated time for the completion of paperwork.
- During the 2022-23 school year, a labor work group will be formed to identify potential caseload issues and problem solve identified issues moving forward.
- ESCs will not be included in the building fail to fill plan to cover classrooms when substitutes cannot be found. ESCs will not be required to provide coverage for teachers who leave their classroom for any length of time.

### **Section 9.7 – Professional Learning**

- District Mental Health Coordinator will continue to coordinate learning opportunities for ESCs to obtain CEUs during the school year. ESCs will be provided an opportunity to give input into the CEU topics each spring.

### **Section 9.8 – Nursing Mothers**

- Staff will be provided a reasonable amount of time for lactation purposes.
- Every building will provide a clearly labeled space with a locking door for lactation purposes.
- During new construction or extensive renovation (i.e., new wing), consideration will be given to providing lactation spaces equipped with electricity, flat surface, and a locking door. When possible a sink will also be provided.

### **Section 9.9 - Trauma in the classroom**

- Administration will educate building leaders on ways to support staff after an incident with a student (taking a break, not returning to the classroom, etc.) This includes making the offer and not assuming everyone will self-advocate.

- FHEA will educate staff members on how to care for themselves in such situations, specifically self-advocacy.

### **Section 9.10 - ESC Work Time**

- Beginning with the 2021-2022 school year, the half-day of kickoff will be changed to a half work day for ESCs.
- The 2024-2025 and 2025-2026 ESC work calendars will be amended to provide two additional work days to all ESC staff.
  - Student Contact days will be reduced from 169 to 168. The snow day plan will include 3 built-in days. The current built in fourth day will become a work day for teachers placed on calendar at the beginning of the school year.
  - Spring parent teacher conferences will not be required. The current placeholder day will become a full work day for ESC staff to be placed on the calendar in the second semester.

### **Section 9.11 – Agreement to Future Meetings**

- Administration and FHEA are committed to working together to build a collaborative relationship to support staff and students. FHEA and Administration will collaboratively plan a training for Building Administrators and FHEA building representatives to be scheduled by the end of August each school year. The Superintendent and the FHEA President will schedule a planning meeting to meet that timeline.

### **Section 9.12 – Employees in Personal Crisis**

- Administration and FHEA will work together to support employees who are experiencing a personal crisis. Administration will share with Building leaders that Friends of Children resources are available to employees in these situations and that additional sick days may be used for personal reasons. Building leaders are also allowed to provide coverage for time needed throughout the day to make phone calls related to the issue.

### **Section 9.13 - Term of Agreement**

- This Agreement shall be effective for the period July 1, 2024 through June 30, 2026.
- The District and FHEA may, if mutually agreed upon by both Parties, reopen negotiations for resolution of issues of mutual concern during the period covered by this Agreement.
- Administration commits to having conversations regarding ESC staff non-financial working conditions during quarterly Labor Management meetings and implementing solutions. Agreed upon resolutions will be considered for inclusion in the next closure document.



## **ARTICLE X – General Provisions**

### **Section 10.1 – Governed by Missouri Law.**

- This agreement shall be subject to and interpreted in accordance with the laws of the State of Missouri.

### **Section 10.2 – Savings Clause.**

- If any of the provisions of this agreement are found or deemed by a court of competent jurisdiction to be invalid or unenforceable, they shall be severable from the remainder of this agreement and shall not cause the invalidity or unenforceability of the remainder of this agreement.

### **Section 10.3 – Execution in Counterparts.**

- This agreement may be executed in two (2) or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding upon all parties.
  - The District and FHEA ESCs may sign different, but identical, copies of the agreement with the agreement still being legally valid and enforceable. The different copies, together, will constitute a single agreement and any of those copies will be treated as an original for evidentiary purposes.

### **Section 10.4 – Unintentionally Omitted Language.**

- During the term of this Agreement, if both parties agree that an item related to salary, working conditions, or benefits of the Bargaining Unit was unintentionally omitted from this Agreement, or that the language of a particular item in the Agreement otherwise contains an error, then the parties will mutually collaborate to develop an acceptable solution for that item only. The mutually agreeable solution will be implemented until the end of the term of this Agreement. However, the foregoing shall not compel either party to agree to reopen or renegotiate the Agreement except as provided for in this Agreement.

**Signature Page**

The Parties, by the signatures below, agree to this tentative agreement as of the dates shown below.

\_\_\_\_\_ Date  
Mark Delaney, Director of Human Resources Board Team

\_\_\_\_\_ Date  
Raquel Babb, FHEA Team

The Parties, by the signatures below, represent that this agreement has been approved by their respective Board or membership, and is being executed by their duly authorized representatives as of the dates shown below.

FRANCIS HOWELL EDUCATION ASSOCIATION

BY: \_\_\_\_\_  
President

FRANCIS HOWELL SCHOOL DISTRICT

BY: \_\_\_\_\_  
President, Board of Education

ATTESTED BY: \_\_\_\_\_  
Secretary, Board of Education