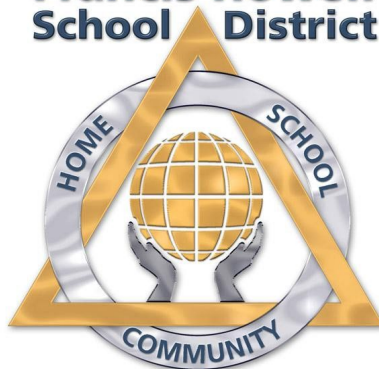


# Francis Howell School District & FHEA Closure Agreement 2026-2028

**Francis Howell  
School District**



**LEARNING TOGETHER**



**Francis Howell Education Assoc.**

*Educating with Excellence*

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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 voluntarily recognized by the Francis Howell School District Board of Education 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**

1. The Board of Education and the professional teaching staff 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.
2. 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.
3. 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).
4. FHEA is recognized as the exclusive representative of certified staff including but not limited to:

- ABA Therapists
  - Content Leaders
  - Coordinators
  - Guidance Counselors
  - Instructional Coaches
  - Library Media Specialists
  - Psychological Examiners
  - School Psychologists
  - Speech and Language Pathologists
  - Teachers (PK-12)
  - Building Administrators and District Office Administrators are not included unless specifically noted above.
- 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 - Certified Contracts

1. The recommended salary schedule will employ all teachers for 185 contract days.
2. Additional days may be added to certain certified personnel due to additional duties.
3. As part of District orientation and professional development, all educators new to FHSD will be required to attend a New Educator Orientation session for five additional days prior to the start of school. New educators may choose to be paid \$100.00 per day for each day they are in attendance or they may choose to have a sick day added to their personal sick day balance per day in attendance.
4. Part-time educators shall be compensated for workdays, PD days, parent conference days, records days, early release days, and early dismissal days.
5. Contracted days lost due to a pandemic will be treated in the same manner as contracted days lost to a weather closure.
6. Hours of employment shall be thirty (30) minutes before the first class begins and extend until a majority of students have safely been dismissed.
7. During the contractual day (excluding 8-12 PD days), teachers shall be provided a duty-free lunch period of approximately twenty-five (25) minutes.
8. Certificated employees shall have Thanksgiving, Christmas, and Washington's Birthday as paid holidays. To be eligible for such paid holidays, certificated employees must be employed and in a paid status with the district receiving an active paycheck.

## Section 3.2 - Extra Duty Contracts

1. Annual seasonal extra-duty contracts will be issued separately from the regular teaching contract and shall be compensated as per the extra-duty salary schedule.
2. 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.
3. 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.

## Section 3.3 – Teacher Work Time

1. Administration and FHEA will work with stakeholders (parents, transportation, communications, etc.) to explore and develop a plan, if possible, to add ERW to the elementary level, while keeping recess paraprofessional employed, and increasing the number of ERW at the secondary level with a goal of implementing the additional days by the 2027-2028 school year. The time will not be used for teacher plan time. The time will be used for faculty meetings, professional development and to complete shared work while teachers are together. Minutes will be reallocated to student contact days to ensure instructional minutes stay consistent. A review of the team's work and progress will be completed at the December 2026 FHEA/Chiefs meeting to determine if this option is feasible.
2. Administration and FHEA will work together through the 2026-2027 school year to create a stakeholder team to come to consensus in defining teacher work expectations such as duties and responsibilities assigned to teachers. Teams could be charged with reviewing tools to maximize productivity, reviewing new program implementations and creating a district level support structure to provide such things like presentations, testing, lesson plans that can be available for all teachers.

### **Section 3.4 Teacher/Student Safety**

The MTSS leadership team, including FHEA representatives, will discuss best practices and procedures related to addressing violent or overly aggressive student behaviors and how teachers and administrators respond to behaviors in a systematic way. Training could include educating teachers on how to support the recovery of students in the class when the child is returned to the classroom after a serious incident and calibrating with Administrators to respond in a consistent manner. The leadership team will ensure safety plans include student re-entry strategies.

### **Section 3.5 Family Engagement Events**

When serving our community, the role of the educator encompasses more than classroom instruction. It includes but is not limited to the following non-classroom activities such as open House and curriculum nights. The District Administration, Employees and Union agree that family engagement nights are essential to student success and family communication. Barring any extenuating circumstances, teachers will attend open house and are strongly encouraged to attend one other event, scheduled outside of the instructional day per year as part of their current salary. The teachers' time commitment would not last more than two hours for each event.

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

### **Section 4.1 - Class Size**

The Administration recognizes that funneling of students for specialty area classes is not the optimal solution, and will work to eliminate funneling when possible.

### **Section 4.2 - Voluntary Transfers**

1. 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.
2. 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.
3. 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 4.3 - Involuntary Transfer**

Teachers will be selected for involuntary transfer by Francis Howell School District seniority, unless certification or specific building needs take precedence over seniority. The superintendent/designee will review proposed involuntary transfers with the principal. The final decision will be made by the superintendent/designee.

- i. Examples of exceptions where building needs may take precedence over seniority include, but are not limited to the following programs and trainings:
  1. Teacher has been trained in Project Lead the Way but is the least senior teacher; this training is very expensive and specialized, and could be a reason why this teacher would not be involuntarily transferred

2. Teacher has been trained in Reading Recovery but is the least senior teacher; this training is very expensive and specialized, and could be a reason why this teacher would not be involuntarily transferred
3. Teacher has been trained in the Sanctuary Model but is the least senior teacher. The Sanctuary Model requires five initial days of training in the summer and follow up training throughout the year. This teacher is part of a core team that meets every two weeks. A special education coordinator also meets with the team every two weeks. This training and involvement is very specialized and intensive, is very valuable to the building, and could be a reason why this teacher would not be involuntarily transferred.

#### **Section 4.4 - Committee Assignments**

1. It is understood that FHSD has developed a collaborative method of improving student learning. Teacher input is vital to the overall improvement of student learning and of the school in general. Though teacher presence is highly desirable on site and district committees, no teacher may be placed on a committee without the teacher willingly agreeing to serve on said committee.
2. If the FHEA building representative(s) believe the principal is violating 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 4.5 - Faculty Meetings**

1. 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.
2. 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.
3. Early Childhood Principals agreed to hold faculty meetings contiguous to the workday only.

#### **Section 4.6 - Plan Time**

1. District and site administrators fully support that teachers will be provided with preparation time for the purposes of activities such as lesson planning, grading, and parent communication.
2. Administration will work with elementary Principals to research reading and special teachers' plan time with a goal of managing the rotation schedule to provide the full number of planning minutes to each teacher.
3. Teachers may work collaboratively with other teachers during individual plan time; however, teachers are not required to do so.
4. If trainings or meetings are offered during a teacher's plan time, the teacher may attend; however, the teacher shall not be required to attend during plan time. Meetings involving special education for a specific student or other meetings related to a specific student could be scheduled during plan time. Evaluation meetings could also be schedule during plan time.
5. Administrators reserve the right to call a meeting or speak to a particular teacher(s) during the teacher's plan time if the situation is of an emergency nature.
6. During the instructional day, teachers shall be provided with preparation time for the purpose of lesson planning, grading and communicating with parent(s)/guardian(s) and students.
7. In the secondary schools, the length of preparation time shall be at least 298 minutes per week with at least 4 days scheduled at a minimum of sixty minutes per day, including the passing

periods. One day may include less preparation time minutes to accommodate professional learning communities and/or student advisory/intervention time as long as the plan time minimums can be met

8. In the elementary schools, the length of preparation time shall be fifty-five (55) to sixty-five (65) minutes per day, with an expectation to provide a total of 300 minutes planning time per week for all teachers, grades K-5 including special education teachers. Teachers whose planning time exceeds 325 minutes per week will have additional academic duties. Plan time minutes that are not consecutive, shall not be less than 20 minutes in duration while meeting the overall requirements of the daily and weekly obligations. If plan time must be split, it will be split at 20 minutes and 40 minutes whenever possible.
9. Other than the passing period to first hour, work time before first hour will not count as plan time minutes. This time will be used for teachers to attend IEP, 504, parent and other student related meetings, make parent phone calls, etc.
10. Principals can assign supervision duties to teachers up to 15 minutes before the first class begins. Teachers who have first hour plan will have no duty for the equivalent of passing time before the first class begins.
11. Only the passing period after the final hour will be counted as plan time. Any time after will not be included in the calculation of plan time minutes. Teachers may be required to supervise dismissal procedures until the end of the instructional day.
12. It is understood there may be occasions on which the schedule is shortened or rearranged which will cause for a variance in the minimum planning time.
13. Teachers will be compensated for plan time that cannot be scheduled. Elementary teachers will be compensated for unscheduled plan time minutes below the minimum 275 minutes per week. Secondary teachers will be compensated for plan time when an additional section of instruction is added to their teaching load. Calculation of plan time compensation is based on a maximum of 169 student contact days. A planning period will be calculated as sixty (60) minutes and paid for actual student contact days.
14. Teacher plan time is critical to the preparedness of a teacher. Every effort will be made to protect this time; however, there may be times when it will be necessary to impinge on this time in order to ensure a safe and orderly environment or to conduct a special school event.
15. If the FHEA building representative(s) believe the principal is violating the teachers' plan time without just cause, 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 the names of the school and the principals who are not following the agreement.
16. The Early Childhood model is designed to include four student contact days with all plan time completed on Fridays. During a week when early childhood special education teachers are not scheduled to work on a Friday, they will be provided plan time for the number of days in session that week.
  - Each early childhood building will create a plan to ensure teachers receive plan time when Friday is not a contracted day or other work duties (meetings, professional development, etc.) are scheduled on Friday. FHEA building representatives may ask for a copy of the plan from the Building Administrator.

#### **Section 4.7 - Professional Learning Community (PLC)**

1. In the event that each secondary core department chair is allowed one half-day of release time per month during the school year for the purpose of PLC work, then each elementary grade level department chair will be allowed one half-day of release time per month during the school year for the purpose of PLC work.

2. Time for middle school core department chairs will be addressed through the building staffing/scheduling process.
3. 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 4.8 - Virtual Instruction**

1. Administration agrees to collaborate with FHEA before any in-person/virtual simultaneous instruction is put in place.
2. When it is necessary to designate a current position as a virtual teaching position, the position will first be posted internally when possible. When it is not possible, volunteers will be considered before placing an in-person teacher in a virtual classroom. Placed teachers will have support provided.
3. If a new position is added as a virtual teaching position, the normal posting process will be followed.

#### **Section 4.9 – Teacher Leader Responsibilities**

Administration agrees to review the fine arts teacher leader’s job description.

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

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

1. 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.
2. 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**

1. Teachers will be awarded 12 sick days (three of which can be used as personal days).
2. Sick Leave accumulation will be limited to 185 days.
3. Teachers who have accumulated over 60 sick days in their personal sick leave account will have the opportunity to sell back any unused days from that school year’s allocation(maximum of 12 sick days) at the end of each school year at a rate of \$125 per day. The employees personal sick leave account must be at least 60 days after selling back any days awarded. This is to ensure the employee can cover an FMLA qualifying event without depending on the district sick leave bank.

4. 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.
  - a. 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.
5. Doctor Appointments at Late Start Schools
  - o The principal at each late start elementary school (8:55 or later) and each early childhood center will work collaboratively with the teachers in the school to develop a plan whereby teachers may leave up to 90 minutes before the end of the school day to attend doctor appointments for themselves or their family. Teachers will be required to find coverage for their classroom and limits on frequency of such absences will be established. The plan will be submitted to the Superintendent and will be shared by the Superintendent with FHEA at monthly FHEA/Executive Cabinet meetings.

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

Teachers may take up to three (3) personal days with pay per school year to be deducted from the accumulated days in their sick leave account. Teachers 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:

1. The teacher 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.
2. Teachers may use personal days at any time, for any reason other than a work stoppage.
3. No more than two (2) or five percent (5%) of the teachers in a building, 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.
4. Teachers 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.
5. Administration will evaluate the effect this change in practice has on teacher attendance and the ability to acquire substitute teachers yearly. Administration will discuss an extension to the practice with FHEA during negotiations for next school year's agreement.
6. There may be special circumstances where an employee desires to use more personal leave in a year.
7. 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.
8. Personal leave days will not accumulate from year to year.

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

1. 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.
2. After teachers have exhausted all personal sick leave, dock days will be assessed at the regular sub rate for the first five (5) days of absence due to personal or family illness. Additional days beyond the first five will be docked at the full per diem rate of pay for that teacher.

**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. Certified staff should speak with their Building Principal to discuss this option as needed.

### **Section 5.8 – Educational Sabbatical Leave**

1. Certified staff may request an unpaid educational sabbatical. In order to qualify for educational sabbatical, employees must have been in a benefits-eligible position for five (5) years prior to the start of the leave. They must be enrolled in a minimum of twelve (12) semester hours for the semester for which leave is requested. The graduate program must be part of a doctoral or specialist program related to administration or the applicant's subject area. More or less time may be granted solely at the discretion of the superintendent or his/her designee and the Board of Education.
2. Requests for educational sabbatical leave must be received by January 15 for the following school year.
3. Educational Sabbatical leaves will only be approved if a suitable replacement is found for the vacated position.
4. Certified staff with written disciplinary action in the last year will not be approved for educational sabbaticals unless otherwise approved by the Superintendent or his/her designee.
5. Certified staff on educational sabbatical will continue to receive their District insurance benefit while on leave. If the employee fails to make the full-required payment for the employee portion of an insurance premium, the benefit will be terminated due to failure to pay premiums.
6. No more than 1% of certified staff may be on educational sabbatical in a given year.
7. Upon the employee's return, all re-enrollment requirements must be satisfied. Should an employee not return to active status in a benefits eligible position for a period equal to or greater than the time the employee was on educational sabbatical, the employee will be required to repay the District a pro-rata share of the Board-paid cost of the insurance premiums paid during the time of the educational sabbatical.

## **Article VI -Compensation**

### **Section 6.1 - Teacher Salary Schedule**

The Teacher Salary Schedule for the 2026-2027 school year, copies of which are attached to and made a part of this agreement, represents the compensation plan for teachers agreed upon by the District and FHEA.

## **Section 6.2 - Coordinator Salary Schedule**

The Coordinator Salary Schedule for the 2026-2027 school year, copies of which are attached to and made a part of this closure document, represents the compensation plan for coordinators agreed upon by the District and FHEA.

## **Section 6.3 – Extra Duty Stipend Schedule**

The Extra Duty Stipend Schedule for the 2026-2027 school year, 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.

### **2026-2027 Extra Duty Schedule Changes**

1. Extra Duty minimum and maximum stipends, except those in the department sections of each level, will increase by 5% for the 2026-2027 school year.
2. Eligible coaches and sponsors will receive a 5% increase to their current stipend each year.
3. Newly hired coaches and sponsors will receive the minimum stipend.
4. Department chair and ITS stipends will not change for the duration of this contract.

A committee of coaches, sponsors, Activities Directors, Administration and FHEA will meet beginning in the fall of the 2026-2027 school year to make recommendations to the negotiations committee to set an extra duty salary schedule for 2027-2028 school year.

## **Section 6.4 - Salary Increases**

### **2026-2027 Teacher Salary Schedule Changes**

Certified staff, including Coordinators, will receive lane changes, if earned and documented according to Board policy, for educational advancement.

The 2026-2027 Teacher salary schedule will be adjusted.

1. \$852 will be added to the base of the teacher salary schedule, indexed. The starting salary will be increased to \$49,000.
2. The 7% horizontal and 2% vertical increases will remain.
3. Educators will receive one step on the salary schedule.
4. 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.

### **2026-2027 Coordinator Schedule Changes**

The 2026-2027 Coordinator salary schedule will be adjusted.

- a. \$852 will be added to the base of the coordinator salary schedule.
- b. Coordinators will receive one step on the salary schedule.
- c. Contracts will include 218 contract days of which 3 are paid holidays.

### **Section 6.5 - Placement on the Salary Schedule**

1. A Master's Degree related to a current subject area certification (for the position hired for) that was earned prior to obtaining teaching certification will be honored when the teacher is placed on the salary schedule. Example: A teacher, who earned a MA in Business Administration, then earned a MA in Education and is hired to teach Business will have both degrees honored when placed on the schedule.
2. Current FHSD employees who had a Masters related to a current subject area certification (for the position hired for, or currently in), that was earned prior to obtaining teaching certification and was not honored at the time of hire can submit a request for review during the lane change process.

### **Section 6.6 - Credit beyond the Bachelor and Master Degrees**

1. Lane changes will be granted for the 2026-2027 and 2027-2028 school years.
2. The HR Department will disseminate information annually, at the start of the school year, to all staff regarding the lane change process.
3. Transcripts must be received by Human Resources by October 15.
4. 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 6.7 - Salary Payments**

1. All teachers' annual contract 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 teachers will be distributed on the last paycheck in June.
2. In the event of overpayment, the District will not take out more than \$200 per paycheck until the
  - a. 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 6.8 - Payroll Deductions**

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

### **Section 6.9 - Staff Substitution**

1. Teachers who substitute for an absent teacher during their plan time, at the request of the principal, shall be paid at the rate equivalent to the Masters Lane, Step 1 of the teacher salary schedule. The amount on the Masters Lane, Step 1 will be divided by the number of days in the teacher contract, then by seven (7), to arrive at the rate for such classroom coverage.
2. Teachers without a scheduled plan time in their day (i.e., literacy and instructional coaches, LMS, Counselors) who substitute for half a day or more for an absent teacher, at the request of the principal, shall be paid at the rate equivalent to the Masters Lane, Step 1 of the teacher salary schedule. The amount on the Masters Lane, Step 1 will be divided by the number of

days in the teacher contract, then by seven (7), to arrive at the rate for such classroom coverage.

3. Certificated staff members may request, in lieu of hourly pay, credit toward an employee sick day in  $\frac{1}{6}$  increments.

### **Section 6.10 - Other Compensation**

1. The stipend rate for work completed outside of contracted time will be \$182 per day.
2. Teachers 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.)
3. Teachers who work as a tutor and/or homebound instructor will be compensated at a rate of \$32.00 per hour.
4. Certified 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 6.11 - Advanced Placement (AP) and Project Lead the Way (PLTW) Training**

Teachers attending training for Advanced Placement and Project Lead the Way will be compensated with a stipend at the rate of \$182 per day of training.

### **Section 6.12 - Certified Behavior Analyst**

Certified Behavior Analysts who successfully complete the State Licensed Behavior Analyst process, who are currently State Licensed Certified Behavior Analysts, and who provide documentation of licensure to the Human Resources department, will be paid an annual \$3,000 stipend.

### **Section 6.13 - Classroom Expenses**

1. The district will provide adequate supplies to meet the needs of students and staff.
2. Teachers will be paid \$125 (gross) annually, with the funds to be used for incidental classroom expenses.
3. These funds will be paid to teachers on a regular paycheck subsequent to the first paycheck of the academic year. Required retirement and tax contributions will be deducted from the gross amount.
4. The academic department budget will include additional funds for extra supplies to be provided to new teachers throughout their mentoring program with multiple opportunities to place orders (in addition to the \$125).

### **Section 6.14 - Extra Duty**

1. 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.
2. Employees in each paid extra duty position will be evaluated by the appropriate personnel each year.
  - a. Activities Directors will communicate to head coaches their responsibility to evaluate assistant coaches and will ensure that all coaches are evaluated.
  - b. The Extra Duty Committee will re-examine evaluation tools and make appropriate revisions.
  - c. Elementary – evaluated by building principal/assistant principal

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

### **Section 6.15 - Lead Teachers**

1. Additional time equal to a planning period per day will be provided to each of the lead teachers in the areas of ESOL, Counseling, Gifted, and Library. If that solution is not practically possible, the Chief Human Resources Officer and the FHEA President will develop a mutually agreed upon solution, with the cost of that solution not to exceed the cost of one period of release time for the lead teacher.
2. As no Special Area Department Chair position currently exists, Special Area teacher representatives will be invited to attend monthly department chair meetings during the normal school year, not to exceed 10 meetings. The representatives will be compensated at the hourly rate of MA Step 1 of the teacher salary schedule for attending the meetings.

### **Section 6.16 - National Board-Certified Teacher (NBCT)**

NBCT certification/recertification earned in one school year shall be credited to the teacher's salary beginning the following school year. NBCT teachers who hold NBCT certification at the beginning of a contract year will have the NBCT amount credited to their salary for that entire school year.

### **Section 6.17 - Speech Language Pathologists**

Speech Language Pathologists who hold their Certificate of Clinical Competence from the American Speech and Hearing Association will receive a \$3,000 yearly stipend. To be eligible for the stipend, the Speech Language Pathologist must:

- be working as a Speech Language Pathologist;
- maintain a current Certificate of Clinical Competence; and
- provide documentation of the renewal of the Certificate of Clinical Competence to the Human Resources Department by May 15 annually.

### **Section 6.18 - Summer School**

1. 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.
2. The rate of pay for summer school teachers will be \$32 per hour, plus \$256 for open house, classroom setup and professional development.

### **Section 6.19 - Benefits and Eligibility**

1. 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.
2. 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.
3. 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 6.20 - FHSD Retiree Substitute Pay**

All FHSD retirees will be paid 6/7 of the BA Step 1 per diem rounded to the nearest dollar for each day they substitute. All retirees will be invited to a meeting the year in which they retire to learn about pre-tax options for paying for their insurance.

### **Section 6.21 - Group Insurance Coverage**

1. Certificated employees, working in a contracted position, who regularly work at least seventeen (17) hours per week, are eligible to receive one-half District paid employee coverage for medical, dental and vision insurance. To receive coverage, certificated employees working between seventeen (17) and thirty (30) hours a week must pay the rest of the premium themselves.
2. Certificated employees, working in a contracted 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.
3. Life insurance will be offered to part-time employees at the same rate as full-time employees. Part-time employees shall pay the full premium for the life insurance benefits.

### **Section 6.22 - 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 - Teacher Performance Evaluation**

1. The teacher evaluation document, will be agreed upon by FHEA and Administration, and approved by the Board.
2. The teacher evaluation handbook will be created collaboratively by FHEA and Administration.

3. Any complaint not called to the attention of the teacher within five (5) working days of coming to Administration's attention may not be used as the basis for any disciplinary action or as the basis for criticism on the teacher's Teacher Performance Evaluation unless governmental regulation or law precludes the district from informing the employee.
4. Any documented complaint and its resolution must be initialed and dated by the teacher before it is placed in the teacher's personnel file. The teachers' initials or signature do not indicate agreement only that document has been received.

## **Article VIII - Separation**

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

1. The FHEA President will be notified of the reasons and facts necessitating the anticipated layoff (e.g., decrease in pupil enrollment, reorganizing, financial, etc.) and the approximate number of teachers proposed to be laid-off.
2. When early childhood/elementary grade level positions, positions in a particular discipline at the secondary level (e.g.-math, science, communication arts, social studies, FACS, IT, etc.), or district-wide disciplines/programs—preK-12 or at a particular grade span (e.g.-music, art, physical education, special education, librarians, reading, literacy coaches) are being reduced, probationary teachers will be non-renewed in reverse seniority order.

### **Section 8.2 - Early Notification of Resignation or Retirement**

1. Early notification of resignations and retirements support the Administration in staff planning for the upcoming school year. Upon retirement, employees will receive \$100 per day for up to 185 days of sick leave if their letter of retirement is received on or before January 15. Employees will receive \$90 per day for up to 185 days of sick leave if their letter of retirement is received on or before February 1. Employees will receive \$45 per day for up 185 days of sick leave if their letter of retirement is received on or before March 1. Employees will receive \$30 per day for up to 185 days of sick leave if their letter of retirement is received on or before May 15.
2. Upon resignation employees will receive \$50 per day for up to 185 days of sick leave if their letter of resignation is received on or before January 15. Employees will receive \$40 per day for up to 185 days of sick leave if their letter of resignation is received on or before February 1. Employees will receive \$30 per day for up to 185 days of sick leave if their letter or resignation is received on or before March 1. Employees will receive \$20 per day for up to 185 days of sick leave if their letter of resignation is received on or before May 15.

Employees must complete the current contract year to be eligible for any payout of sick days whether they resign or retire.

# Article IX - Employee Welfare

## Section 9.1 – Association Rights

1. FHEA and the Executive Leadership Team will meet monthly during the school year. These meetings provide dedicated time for open communication, shared problem-solving, and proactive collaboration in service of the district's goals.
2. For all official Board of Education meetings, the President of FHEA will be notified of the meeting and will receive the same materials the BOE members receive at the same time the BOE members receive them.
3. FHEA representatives shall be permitted to attend FHEA/MNEA/NEA conferences, MNEA/NEA trainings, or conventions without loss of pay. The number of authorized representatives shall not exceed the number of allowable MNEA representatives.
4. Upon approval of the FHEA's request, the designee will permit FHEA to use District buildings at all reasonable times provided that use of the district's buildings shall be limited to its employees and authorized representatives of FHEA except as mutually agreed. And, provided further, that FHEA shall reimburse the district for all reasonable costs if a custodian is not regularly scheduled to be on duty.
5. FHEA will have the right to use interschool mail facilities and mailboxes. Daily bulletins and the building public address system may be used to announce meetings, subject to the approval of the principal/designee. Factual items of a non-controversial nature will be approved.
6. The District and FHEA recognize that shared governance strengthens our educational community. To ensure professional expertise informs our direction, Administration commits to FHEA representation on key institutional committees and hiring panels for leadership roles. While participation will be prioritized for committees of significant impact, both parties agree to a flexible framework that respects the time of our educators while ensuring FHEA's voice is heard.

## Section 9.2– Association President

The half-time released Teacher Union President serves as the primary representative for the district's certified staff. The core purpose is to foster positive relationships and a collaborative culture within the district for the higher purpose of maximizing the instructional environment, improving working conditions, and creating pathways for the development of future leaders among the staff. The President will report to the Superintendent and Executive Cabinet for oversight and will be a collaborative partner with district leadership.

This role requires professional engagement for the half of contractual workday, focused on proactive communication and problem resolution:

### I. Proactive Leadership and Culture Building

1. Strategic Collaboration & Policy Adherence: Adhere to all District policies, procedures, guidelines, and directives. Work strategically with District leaders to align union goals with the creation of a positive, high-performing district culture.
2. Executive Partnership: Meet regularly with the Superintendent and Executive Cabinet to proactively address emerging issues, share information, and plan joint initiatives.
3. Conflict Prevention and De-escalation: Contact Superintendent, District administrators, and building administrators, as necessary, to prevent and solve problems at the level closest to the problem to prevent escalation.
4. Promoting Collegiality: Foster a collegial relationship between District administrators and staff. Promote positive, factual, and professional communications throughout the District.

5. Teacher Support: Meet with certified staff members, potentially including mediation between certified staff members, so minor issues can be solved without initial administrator intervention.

## II. Labor Relations and Contract Administration

1. Contract Administration: Serve as the expert interpreter of the FHEA Closure Agreement for all district staff and administrators.
2. Grievance and Problem-Solving: Problem-solve with teachers and administrators to resolve contractual issues informally before they reach the formal grievance stage. Investigate and formally represent employees in the full grievance procedure as required.
3. Negotiation Leadership: Serve on the District's teacher's negotiation committee, providing research and strategic direction for bargaining.
4. Committee Service: Serve on assigned District committees to ensure teacher input is professionally represented in district decision-making.

## III. Staff Support and Communication

1. Direct Staff Consultation: Answer certified staff members' questions via phone, email, and in-person consultations regarding contract rights, working conditions, and professional standards.
2. Site Presence: Conduct regular school site visits to maintain visibility, collect feedback, and offer immediate support to staff in their work environment.

## IV. Administrative and General Duties

1. Meeting Attendance: Attend Board of Education meetings and attend other required meetings as necessary to represent staff interests.
2. Professional Conduct: Report all absences, maintain appropriate attendance, and manage the required travel throughout the district.
3. Must possess and be able to demonstrate strong conflict resolution, coaching, and people skills. Highly effective in mediation and building collegial relationships

During the term of office, the President of the Association shall be granted leave for up to 3.5 hours (teach 3 class periods for Middle and High School teachers) per day and up to fifteen (15) half days during the school year provided that:

- a. Accepted adjustments can be made for the continuity of instruction or the 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, stipends, and benefits they would have received, with salary advancements and adjustments, had they remained in his/her last position with the district; and
- d. The Association will reimburse the district the full actual cost (salary, stipends, taxation and benefits, if applicable) of the half time released President.
  - i. The District will pay for the half-time the President is teaching.
  - ii. The Association will pay for the half-time the President is released for his/her FHEA responsibilities.
- e. In his/her teaching capacity, should the half-time release President separate employment from the Francis Howell School District for any reason, they will no longer serve the District as the Union President.

- f. A District workspace that is mutually agreed upon by Administration and FHEA will be provided for, and used by, the FHEA president.
- g. The President will spend his/her released time working during the remainder of the instructional day.
- h. 24 hours' notice will be provided to the district when a full release day will be used.

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. The actual cost of paid leave and benefits will be split by the District and the Association. During the term of this agreement the President will continue to advance one step on the salary schedule and will be granted the 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.

### **Section 9.3 Association Leave**

- 1. 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 CHRO by May 15 of the prior school year, or as soon as possible, of the dates and number of staff in the subsequent school year who will be attending the representative assemblies.
- 2. Up to 25 days of release may be requested by FHEA for Association business to be used by the members of the FHEA Leadership Team (excluding the Half Time Released President).

### **Section 9.4 Board of Education Comments**

- 1. 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.
- 2. Per Board protocol, comments about personnel matters and remarks about or directed at individual employees or students are not allowed.
- 3. 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.
- 4. FHEA comments will comply with current Board Policies when addressing the Board.

### **Section 9.5 -Implementation and Duration of Policy**

- 1. The Board of Education and Administration desire to work collaboratively with the FHEA on changes to Board Policy and Regulation.
- 2. 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.
- 3. 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 9.6 - Communication**

- 1. The Administration will strive to provide timely responses to staff members, including inquiries related to receipt of transcripts.
- 2. The Administration supports providing teachers 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.

3. Administration agrees to the ongoing collection of feedback from new teachers regarding training and content needs, and sharing that information with mentors and building principals.
4. Administration will remind Building Principals to communicate with content leaders when teachers are assigned a new content area that is outside of their certification area.
5. 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 appointment can or should be scheduled and who to call when they experience an issue or problem.
6. Criticism expressed will be done in a professional manner and, when possible, in confidence.

### **Section 9.7 - School Climate**

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

### **Section 9.8 - Early Childhood Services for Certified Employees**

An Early Childhood section serving FHSD teachers will operate on a schedule that matches the FHSD elementary school calendar.

### **Section 9.9 – Nursing Mothers**

1. Staff will be provided a reasonable amount of time for lactation purposes.
2. Every building will provide a clearly labeled space with a locking door for lactation purposes.
3. 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 9.10 - Trauma in the Classroom**

1. 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.
2. FHEA will educate staff members on how to care for themselves in such situations, specifically self-advocacy.

### **Section 9.11 - Teacher Work Time**

1. Beginning with the 2021-2022 school year, the half-day of kickoff will be changed to a half work day for teachers.
2. The 2024-2025 and 2025-2026 certified work calendars will be amended to provide two additional work days to all certified 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 the 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 teachers to be placed on the calendar in second semester.

### **Section 9.12 – Lost work time due to a Pandemic**

Contracted days lost due to a pandemic will be treated in the same manner as contracted days lost due to a weather closure.

### **Section 9.13 – Agreement to Future Meetings**

1. FHEA and Administration agree that during first quarter, a group (FHEA, FHESPA, Building Administrators, and Director of Alternative Learning) will meet to brainstorm possible solutions to issues related to tuition-based students not being toilet trained. Outcomes will be shared during a FHEA/Chief's meeting.
2. 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 held on a scheduled teacher work day or in the evening by the end of August each year. Participants will receive their regular pay if the training is scheduled during or after the regular work day. Additional compensation outside of the teacher salary will not be provided. FHEA and Administration will split the cost of meals/snacks for the group. The Superintendent and the FHEA President will set the date for training and a planning meeting date by the end of the current school year. Each party will share the training date with all participants by the end of the current school year.
3. During the 2023-2024 school year a workgroup (including, families, SpEd teachers, FHEA, etc.) will explore the best use of the time currently designated for parent teacher conferences per level. Options will include using this time to better educate families in the use of Canvas and other online tools (i.e., Infinite Campus).
4. Administration will convene a work group, including teachers, to review the training, process, and workload of the IEP process through PowerSchool. Results will be discussed with FHEA in the Spring of 2025.

### **Section 9.14 – Early Childhood Care of Students**

Administration agrees to explore immediate solutions of potential additions of diaper change stations closer to the classrooms.

### **Section 9.15 – 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 9.16 – Student Behaviors and Discipline**

The Chief Academic Officer will update FHEA on District initiatives regarding student behaviors and discipline during monthly Chief/FHEA meetings.

### **Section 9.17 – Special Education Teacher Working Conditions**

The Director of Alternative Learning will work to balance the agenda of the special education administrator meetings (SEAM) to discuss problem solving and compliance issues and work with the group to find ways to better seek out teacher concerns.

## Section 9.18 Educational Supports

In an effort to support teachers and staff the following will occur in the 2026-2027 school year:

1. All administrators along with the building crisis team will be Mindset trained by the end of September each school year. The professional development stipend will be provided if the training is scheduled outside of contracted time.
2. By the end of the 2026-2027 school year, a manual will be created for counselors to support the writing of 504s. A four-hour 504 training will be provided yearly for counselors to attend. An option to attend a training during contracted time will be provided.
3. Special Education Teachers and Therapists can request the district to purchase a subscription to an AI system (i.e., Playground IEP) for the 2026-2027 school year for support in writing any special education document. If the system is successful and determined to continue the system will be purchased by the district for all Special Education Teachers and Therapists moving forward.
4. A dedicated District mentor will be provided yearly to support all new special education teachers and new special education teachers to Francis Howell.
5. A flow chart will be created and provided to all administrators, and shared with FHEA, to reference when support calls are made. The flow chart will include steps to support the teacher and all students.
6. Teachers may request resources from the Administrator after any encounter at any time.
7. Each building administrative team will establish and communicate to staff, prior to students arriving, a plan that outlines steps staff can take to enlist assistance when an emergency situation arises or there are persistent concerns regarding student dysregulation. A copy of this plan will be placed in the safety binder.
8. The appropriate teachers and staff will be provided copies of all available safety plans, crisis plans, behavior improvement plans, etc. when documents are available in a timely manner.
9. Any teacher acting in the course and scope of their assigned duties who sustains a physical injury as a direct result of a student's actions that results in lost work time will follow the district's established workers' compensation process. If the member follows the established processes, and it is determined that the member has a compensable work-related injury, the member may request restoration of the first three (3) days of lost time, if the lost time is not otherwise compensated, through the worker's compensation process. In order for the member to receive reimbursement of lost time or wages, the member must have
  - a. Submitted an accident/injury report in a timely manner, and
  - b. Sought medical attention from a District directed medical provider that prescribes a documented need to be off work for the days in question, and
  - c. Not received any workers compensation benefits for the days in question, and
  - d. Followed all District established procedures

In the immediate aftermath of a job-related physical injury or other significant traumatic incident caused by a student, a teacher may request additional time to recover and compose him/herself, the administration will make reasonable efforts to offer and grant up to one hour of classroom coverage.

## Section 9.19 – New Educator Orientation

FHEA will be provided an information table each day of New Educator Orientation (NEO). The table will be placed just outside the room where new educators can choose to visit with FHEA representatives before, after, or during break times each day. FHEA will be provided one 15-minute block of time to present to the group. The date and time will be arranged with the Director of Adult Learning according to the agenda for the week. FHEA will also be provided a room to host a meal on a day of their choice. At no time will the orientation be interrupted by FHEA representatives to gather additional information or handout paperwork. Administration will provide a list of newly hired educators by the last work day in June. It will include the new educator's name, assigned building and district email address only.

Administration will include an FHEA interest form in the new hire packet provided to new employees during weekly onboardings.

### **Section 9.20 – Conference with Teacher**

1. If an Administrator has a concern related to a teacher or a direct complaint has been made against a teacher by any parent/guardian, student, or other person, the issue will be promptly called to the attention of the teacher within five (5) working days.
2. Teachers will be informed of the nature and purpose of a conference/meeting.
3. At a conference called to inform a teacher of a written reprimand, suspension, statutory probation, or termination, a teacher may arrange for the presence of a FHSD or FHEA representative(s) of their choosing.
4. At a conference in which a parent/guardian has included a representative (e.g., legal, advocate, or otherwise), the teacher may arrange for the presence of a representative.
5. In the case of a Summative Evaluation indicating that the teacher has not met one or more responsibilities of their position, the teacher may request a meeting with the evaluating administrator and the teacher’s representative(s) to review the evaluation.
6. No teacher shall be reprimanded or have a change in job placement except for just cause. Any discipline will be delivered in a timely manner appropriate to the action being disciplined.

### **Section 9.21 - Term of Agreement**

1. This Agreement shall be effective for the period July 1, 2026 through June 30, 2028 with the exception that salary will be negotiated each year.
2. 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.
3. Administration commits to having conversations regarding certified staff non-financial working conditions during monthly Chief/FHEA 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 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 – Fully executed agreement on file in Human Resources**

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

\_\_\_\_\_  
Lisa Simpkins, CHRO, Board Team

\_\_\_\_\_  
Date

\_\_\_\_\_  
Katie Schottmueller, FHEA Team

\_\_\_\_\_  
Date

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