

Francis Howell School District & FHEA Educational Support Counselors (ESC) Closure Agreement 2026-2028

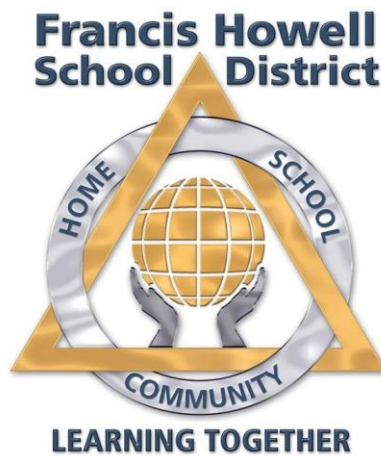


Table of Contents

Preamble.....	4
Article I-Definitions.....	4
Article II-Recognition.....	4
Article III-Employment	
3.1 Wage Letters.....	5
3.2 Extra Duty Contracts.....	6
3.3 ESC Work Time	6
3.4 ESC/Student Safety	6
3.5 Family Engagement Events	6
Article IV-Personnel Assignment and Transfer	
4.1 Voluntary Transfers.....	7
4.2 Involuntary Transfers.....	7
4.3 Committee Assignments.....	7
4.4 Faculty Meetings.....	7
4.5 Professional Learning Community (PLC).....	7
4.6 Meetings.....	8
Article V-Absences, Leaves and Vacation	
5.1 Leave for Civic Duty.....	8
5.2 Bereavement.....	8
5.3 Sick Days.....	8
5.4 Personal Days.....	8
5.5 Dock Days.....	9
5.6 Sick Leave Bank.....	9
5.7 Working from Home during Pre-planned Absence.....	9
Article VI-Compensation	
6.1 Teacher Salary Schedule/ESC Compensation.....	9
6.2 Extra Duty Stipend Schedule.....	9
6.3 Salary Increases.....	10
6.4 Placement on the Salary Schedule.....	10
6.5 Credit beyond the Bachelor and Master Degrees.....	10
6.6 Salary Payments.....	10
6.7 Payroll Deductions.....	11
6.8 Other Compensation.....	11
6.9 Expenses.....	11
6.10 Extra Duty.....	11
6.11 Summer School.....	12
6.12 Benefits and Eligibility.....	12
6.13 Retiree Discount Insurance Program.....	12
6.14 Group Insurance Coverage.....	13
6.15 Limitations on Tax Sheltered Annuity Companies.....	13
Article VII-Performance Evaluation	
7.1 ESC Performance Evaluation.....	13
Article VIII-Separation	
8.1 Reduction in Force.....	13
Article IX-Employee Welfare	
9.1 Associations Rights	14
9.2 Association President.....	14
9.3 Association Leave	16
9.4 Labor Management.....	16
9.5 Implementation and Duration of Policy.....	16
9.6 Communication.....	17
9.7 School Climate.....	17
9.8 Work Time/Caseloads.....	17

9.9 Professional Learning.....	17
9.10 Nursing Mothers.....	18
9.11 Trauma in the Classroom.....	18
9.12 ESC Work Time.....	18
9.13 Agreement to Future Meetings.....	18
9.14 Educational Supports.....	18
9.15 New Educator Orientation	19
9.16 Conference with ESC	20
9.17 Employees in Personal Crisis.....	20
9.18 Term of Agreement.....	20
Article X-General Provisions	
10.1 Governed by Missouri Law.....	20
10.2 Savings Clause.....	20
10.3 Execution in Counterparts.....	21
10.4 Unintentionally Omitted Language.....	21
Signature Page	
2026-2027 Teacher Salary Schedule	Attached
2026-2027 Extra Duty Stipend Structure.....	Attached
ESC Evaluation Document.....	Attached

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

1. 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.
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 Educational Support Counselors (ESCs).
5. 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

1. The recommended salary schedule will employ all ESCs for 185 workdays.
2. Workdays lost due to a pandemic will be treated in the same manner as work days lost to a weather closure.
3. Hours of employment shall be thirty (30) minutes before the first class begins and extend until a majority of students have safely been dismissed.
4. During the work day (excluding 8-12 PD days), ECSs shall be provided a duty-free lunch period of approximately twenty-five (25) to thirty (30) minutes.
5. ESCs shall have Thanksgiving, Christmas, and Washington's Birthday as paid holidays. To be eligible for such paid holidays, ESCs 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 letter of employment 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 – ESC 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 be used for faculty meetings, professional development and to complete shared work while educators 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 ESC work expectations such as duties and responsibilities assigned to ESCs. Teams could be charged with reviewing tools to maximize productivity and collaboration, reviewing new program implementations and creating a district level support structure to provide such things like presentations, templates, and work flow processes available for all ESCs.

Section 3.4 ESC/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 ESCs 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, ESCs 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 ESCs' time commitment would not last more than two hours for each event.

Article IV - Personnel Assignment and Transfer

Section 4.1 - 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 15th, 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 4.2 - Involuntary Transfer

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

Section 4.3 - Committee Assignments

1. 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.
2. 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

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 4.5 - Professional Learning Community (PLC)

1. ESCs will meet monthly as a group and will attend weekly PLCs with other building staff as necessary.
2. 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

1. ESCs will meet monthly by level (early childhood, elementary, middle, high) teams.
2. ESCs will meet by vertical teams every 3-months in lieu of the level team meeting.
3. 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

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. ESCs 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. Sick Leave Day payout will be \$75 per day up to a maximum of 185 days upon retirement.
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. 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
 - 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:

1. 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.
2. ESCs 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 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.
4. 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.
5. There may be special circumstances where an employee desires to use more personal leave in a year.
6. 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 the 2026-2027 school year, 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

1. The Extra Duty Stipend Schedule for 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.
2. 2026-2027 Extra Duty Schedule Change
 - a. Extra Duty minimum and maximum stipends, except those in the departments section of each level, will increase by 5% for the 2026-2027 school year.

- b. Coaches and sponsors will receive a 5% increase to their current stipend each year.
 - c. Newly hired coaches and sponsors will receive the minimum stipend.
 - d. Department chair and ITS stipends will not change for the duration of this contract.
3. 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 6.3 - Salary Increases

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.
- 5. An additional step will be provided to two ESCs hired during the 2017-2018 through the 2023-2024 school years who did not receive steps equal to their years of experience when placed on the salary schedule, up to the maximum of step 9 per policy, above and beyond what is negotiated for the 2026-2027 school year, if they remain employed for the 2026-2027 school year.

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

- 1. Lane changes will be granted for the 2026-2027 school year.
- 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 6.6 - Salary Payments

- 1. 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.
- 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 6.7 - 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

1. 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.)
2. A stipend amount of \$2,500.00 will be provided annually to each ESC as compensation for the following:
 - a. Emergency responses to families/consultation with private services during evening, weekends, holidays and breaks.
 - b. Work to obtain/maintain licensure.
 - c. Student/family support that falls outside the regular scheduled work calendar.
3. 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:
 - a. Academy of Certified Social Workers (ACSW)
 - b. Diplomate in Clinical Social Work (DCSW)
 - c. Qualified Clinical Social Worker (QCSW)
 - d. Certified School Social Work Specialist (C-SSWS)
4. The Francis Howell School District recognizes The National Board for Certified Counselors (NBCC) for Licensed Certified Counselors. The following credential is acceptable:
 - a. The National Certified Counselor (NCC) credentials
5. 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.
6. 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

1. ESCs will be paid \$125 (gross) annually, with the funds to be used for incidental expenses.
2. 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

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’s teams in written form.

Section 6.11 - 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 ESCs will be \$32 per hour, plus \$256 for open house, classroom setup and professional development.

Section 6.12 - 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 6.13 - FHSD Retiree Substitute Pay

FHSD 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

1. The ESC evaluation document, will be agreed upon by FHEA and Administration, and approved by the Board.
2. 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.
3. Any complaint not called to the attention of the ESC 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 ESC's 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 ESC before it is placed in the ESC's personnel file. The ESCs' 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 ESC positions are being reduced, ESCs will be laid off in reverse seniority order.
3. 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 Rights

1. 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.
2. 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.
3. 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.
4. 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.
5. 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 –Labor Management

- 1. 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.
- 2. 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 9.5 -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 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.
3. Administration agrees to collect feedback from ESCs regarding training and content needs each spring.
4. Administration will communicate with all ESCs how to access funds for ESC learning at the beginning of each school year.
5. Administration will communicate with building leadership that ESCs should be provided a daily duty free lunch.
6. Administration will communicate with building leadership that ESCs should complete an 0120 form when learning is requested (for CEUs) during work time.
7. 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.
8. 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 – Work Time/Caseloads

1. ESCs will submit a schedule to Principals and the Coordinator of Mental Health that includes designated time for the completion of paperwork.
2. 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.
3. 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 9.9 – Professional Learning

1. 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. When Building or District PD topics are not related to ESC work, the ESCs and the Mental Health Coordinator/Building Principal will discuss other options.
2. The Mental Health Coordinator will work with experienced ESCs to create a consistent format and expectations for mentoring new ESCs. ESCs will commit to a two-year mentoring cycle for new ESCs. A \$600 annual stipend will be paid to a mentor of a 1st year ESC, a \$400 annual stipend will be paid to a mentor of a second year ESC. A new ESC

with school experience will be assigned a Buddy. The Buddy will be paid a \$200 annual stipend to support the ESC new to Francis Howell.

Section 9.10 – 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 9.11 - 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 9.12 - ESC Work Time

1. Beginning with the 2021-2022 school year, the half-day of kickoff will be changed to a half work day for ESCs.
2. The 2024-2025 and 2025-2026 ESC work calendars will be amended to provide two additional work days to all ESC staff.
 - i. 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.
 - ii. 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 9.13 – 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 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.

Section 9.14 Educational Supports

In an effort to support ESCs 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. 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.
3. A dedicated District mentor will be provided yearly to support all new special education teachers and new special education teachers to Francis Howell.
4. 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.
5. ESCs may request resources from the Administrator after any encounter at any time.
6. 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.
7. The appropriate ESCs 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.
8. Any ESC 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
 - i. Submitted an accident/injury report in a timely manner, and
 - ii. Sought medical attention from a District directed medical provider that prescribes a documented need to be off work for the days in question, and
 - iii. Not received any workers compensation benefits for the days in question, and
 - iv. Followed all District established procedures

In the immediate aftermath of a job-related physical injury or other significant traumatic incident caused by a student, an ESC 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 worktime coverage.

Section 9.15 – 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 9.16 – Conference with ESC

1. If an Administrator has a concern related to a ESC or a direct complaint has been made against a ESC by any parent/guardian, student, or other person, the issue will be promptly called to the attention of the ESC within five (5) working days.
2. ESCs will be informed of the nature and purpose of a conference/meeting.
3. At a conference called to inform a ESC of a written reprimand, suspension, statutory probation, or termination, a ESC 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 ESC may arrange for the presence of a representative.
5. In the case of a Evaluation indicating that the ESC has not met one or more responsibilities of their position, the ESC may request a meeting with the evaluating administrator and the ESC's representative(s) to review the evaluation.
6. No ESC 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 9.17 – 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 9.18 - 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 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 - This agreement was signed by all parties at the May 21, 2026 Board of Education meeting. A fully executed copy of this agreement is on file in the Human Resources Department.

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

Suzanne Leake, Director of Human Resources

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