

WNEA MASTER AGREEMENT

2010-2011

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2009-2010

2010-2011

Article 1: Association Rights

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

The Wentzville School District of St. Charles County, Missouri, (District) recognizes the Wentzville National Education Association (Association) as the exclusive and sole bargaining agent for all teachers. The teacher bargaining unit shall include full time and part time professional certified staff including teachers, counselors, librarians, process coordinators, diagnosticians, psych examiners, speech pathologists, speech implementers, curriculum coordinators, literacy and reading coaches on probationary, indefinite, and temporary contracts. Principals and other administrators/supervisors who have the authority in the interest of the district to hire, promote, or discipline other employees in the bargaining unit or to effectively recommend such action, shall not be included in the bargaining unit. The Association recognizes its responsibility to represent fully and equally without discrimination all members of the bargaining unit.

B. Bargaining Ground Rules and Procedures

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

C. Release Time for Association Business

Association leave will be approved for the number of official delegates verified for

the Association for the Association's annual state convention. Additional days of professional leave requested by the Associations for association business will be granted when the Association reimburses the District the cost of the substitute teacher and the superintendent approves such requests.

D. Representation on School District Committees

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

Deleted: During the 2009-2010 school year, the WNEA President and the Superintendent and/or their designee(s) will discuss all issues critical to implementation of President Release Time for the 2010-2011 school year.¶

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E. Association use of District Communications and Equipment

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

The Association will be provided with a bulletin board in a mutual agreeable area in each building. The Board packet will be sent to the Association president at the same time the packet is made available to Board members. The Association will have the right to have tables/booths at the new teacher orientation and all district meetings. The Association will have the right to address new teachers during orientation. The District agrees to provide all pertinent information to the Association for the development of Association programs, bargaining and the representation of members. The Association may use District equipment including computers, fax, voice mail, typewriters, duplicating or printing equipment, binding equipment, calculating machines, and audio-visual equipment, at reasonable times when such equipment is not in use. The Association may use intra-district mail. The use of email will continue to be governed by the District's Acceptable Use Policy. The use of District email to distribute materials en masse must be approved in advance by the Superintendent or his/her designee.

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F. Payroll Deduction

Checks

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

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Withholding Taxes

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

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Public School Retirement System (PSRS) of Missouri

All full-time teachers and part-time teachers who work twenty (20) hours or more per week are members of PSRS.

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Salary Deductions

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

Professional Dues

Payroll deductions shall be made for professional dues. Any teacher who is a member of the Association may sign and deliver to the Association an assignment authorizing the deduction of membership dues and PAC contributions. The authorization shall be furnished by the Association. The authorization shall be delivered to the Superintendent's Office before September 15th. Deductions will be made in as nearly equal pay period installments as possible from each regular salary check of the teacher beginning with authorization. If a teacher resigns after September 15th of any year, the District shall deduct the unpaid portion of the annual dues from the member's final paycheck. The authorization shall remain in effect from year to year, except that the member may revoke it during the annual sign up period between September 1st and September 15th of any year. Upon receipt of any revocation, the Association shall notify the business office in writing of same. All dues and PAC contributions deducted by the District shall be available to the Association within five (5) working days following each pay period.

G. Definitions

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

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

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

The term "full time" shall mean teachers whose regular assignment during the instructional day, requires them to work not less than 20 hours per week.

The term "part time" shall mean teachers whose regular assignment requires them to work less than 20 hours per week.

Full-time teachers are eligible to receive District paid health benefits. Teachers scheduled to work from 17.5 hours to 20 hours per week will receive one-half of District paid health, dental, vision and life insurance. Half-time teachers employed in 2006-2007 that are receiving full benefits will continue to receive full benefits as long as they remain half-time.

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Article 2: Compensation and Leaves

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A. Salary and Salary Schedule

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

Placement on the salary schedule must be verified by official transcripts and verification of previous employment. Contracts are issued for 184 days according to placement on the salary schedule. Teachers new to the District are issued contracts for 184 days, but are paid according to the Hourly Payment Schedule for New Teacher Orientation. For any teacher new to the District, placement on the salary schedule shall be contingent upon the following:

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1. Effective with employees hired beginning in the 2010-2011 school year, one step on the schedule for one-year active experience, up to 8 years (1 to 1 ratio) with placement on step 9.
2. Effective with employees hired beginning in the 2011-2012 school year, one step on the schedule for one-year active experience, up to 9 years (1 to 1 ratio) with placement on step 10.
3. Effective with employees hired beginning in the 2012-2013 school year, one step on the schedule for one-year active experience, up to 10 years (1 to 1 ratio) with placement on step 11.
4. The employee must have been compensated for 75% of an annual contract (not including summer school).
5. Credit will be allowed only for state and/or regionally accredited public or private schools. The employee must have been under contract as a state certified teacher to receive credit.
6. No credit will be granted for experience earned more than fifteen (15) years prior to being hired in the Wentzville School District.
7. The first paycheck of a new school year will be issued on August 25th, effective in the 2010-2011 school year. Both parties recognize that this provision may require higher fund balances to avoid short-term borrowing.

Deleted: Effective with employees hired beginning in the 2007-2008 school year, one step on the schedule for one-year active experience, up to seven (7) years (1 to 1 ratio) with placement on Step 8.

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

Graduate hours taken will be eligible for lateral movement or tuition reimbursement on the teacher salary schedule only if the university offers a program to acquire a teaching certificate. Exceptions may be made the Assistant Superintendent of Human Resources. Universities that do not offer classes necessary for teacher certification or require

outside classes from other institutions will not be recognized for tuition reimbursement or lateral movement. Teachers currently enrolled in an accredited institution that does not offer a teaching certificate that are in pursuit of a Masters Degree will be grandfathered until Masters Degree is completed, but no later than January 2008.

B. Benefits

Major Medical Insurance

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

Life Insurance

A group term life insurance plan will be provided by the District to each full-time instructional staff member. The life insurance will never drop below \$50,000 per staff member unless the staff member is past the age of 65. Premiums are paid by the District. The Board will permit employees to purchase additional term life insurance at the rates prescribed by the carrier.

Vision Insurance

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

Dental Insurance

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

Tax-sheltered Annuities

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

IRS Section 125 Plan

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

C. Hourly Special Payment Schedule

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

If related to a specific incident, a concern, complaint or deficiency must be shared with

a teacher by the supervisor who was made aware of the concern, complaint of deficiency unless extenuating circumstances arise. As soon as consideration is given to non-renewing a coach/supervisor/chair, the individual should be informed. For coaches this decision should be made within two weeks of the end of the season.

Supplemental extra duty salary payments will be made according to the following procedures:

1. Extra duty, if part of an extended contract, will be paid as part of the regular teaching contract which starts in September.
2. All other extra duties, except coaches, such as department heads, cheerleader sponsors and class sponsors shall be paid in three equal payments, in November, February and May.
3. Coaching duties will be paid in three equal payments beginning in September, December and March depending on the sport season (fall, winter, spring). The final check will be held until all equipment, supplies, reports, etc have been cleared with the Activities Director.
4. Extra duty pay will be in accordance with the extra duty pay schedule,

Hourly Special Payment Schedule (unless otherwise indicated)	
After School Detention	\$20
Event Workers	\$25 per
game	
Driver Education	\$20
Tutoring Program	\$20
Activity Night	\$20
Sub or Supervise on Plan	\$20
Homebound	\$27
Extended Day and Summer School	\$27
District Employee Presenters (outside of school day)	\$30
Preparation for Presentation (max of 2 hrs per 1 hr Presentation)	\$17
Curriculum Writing	\$20
Teacher Training (including New Teacher Orientation)	\$85 per day

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F. Short Term Leaves

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On the first day of each school year each teacher shall be credited with twelve (12) days leave. Unused leave shall be credited at a maximum of twelve (12) days per year. Unused short-term leave may be accumulated without limit.

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An absence of one (1) hour or more shall be counted as temporary leave. These absences shall be submitted on the appropriate form to the business office for tracking purposes.

Compensation for unused, accumulated leave, will be made according to Section H. Leave Buy Back.

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Sick Leave

Leave under this section is for absence due to circumstances of personal illness, immediate family illness, injury or death. Absence, as herein limited, shall constitute legitimate use of temporary leave. The Board at any time may request a statement from an attending physician concerning illness or disability. Instructional staff members must notify the Superintendent's Office immediately upon being physically able to return to work.

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

1. Temporary leave shall be granted for the following reasons:

- a. Illness or injury of the teacher
- b. Quarantine of the teacher
- c. Critical illness or injury in the immediate family
- d. Childbirth, prenatal and postnatal care

2. Definitions:

- a. Critical illness or injury shall mean those situations which the attending physician considers sufficiently serious to require that the teacher be present at bedside, at home or in the hospital.
- b. Immediate family shall mean spouse, mother, mother-in-law, father, father-in-law, children, sister, brother, grandparents or dependents living in the teacher's home.

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

Religious Leave

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

1. For a day of religious worship which cannot be fulfilled after the normal school day or on a Saturday or Sunday.
2. This must be a religious day observed by the teacher's denomination.
3. Cannot be used for a church business meeting or convention.

Personal Leave

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

1. A teacher may be absent from duty for personal reasons.
2. Written notification shall be submitted to the Director of Human Resources as soon as possible, but at least two (2) days in advance of the requested leave. If more than three (3) consecutive days are requested, the written request should be in the Human Resources Department at least five (5) days in advance.
3. No more than four percent (4%) of the total teaching staff may be on personal leave on any one day.
4. In circumstances where a teacher is denied a personal leave day because four percent of the total teaching staff has been granted a leave on that day, the teacher that has been denied the leave may appeal in writing to the Superintendent. Under no circumstances shall more than three (3) teachers per administrative unit be granted personal leave on any one-day.
5. This leave may not be taken on the first day of school, the last day of school, orientation day, recording day, the day on which conferences are scheduled, curriculum (PDC) days, or the school day before or the school day following a holiday, unpaid break day or a regular scheduled vacation.
6. On the first day of each school year each teacher shall be credited with ten (10) days of short-term leave of which two (2) days may be used for personal leave. Unused personal leave may be accumulated to a maximum of five (5) days.

Bereavement Leave

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

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

Requests for bereavement leave for persons not covered in the guidelines will be considered on an individual basis by the superintendent/designee. If necessary, bereavement days in addition to the five (5) days provided, may be requested under the Emergency Use of Temporary Leave Policy. Bereavement leave must be taken within ten (10) days of the date of death. Requests for extension of this deadline may be made to the Superintendent within ten (10) days of the date of death.

Civic Duty Leave

Teachers shall be granted leave when called to jury duty or when under subpoena from

any court to appear as a witness, providing the employee is not involved as either plaintiff or defendant.

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

1. A copy of the subpoena shall be submitted to the principal and attached to the Absence Report. Proof of the amount of money received for a juror's witness fee shall accompany the Absence Report.

2. Leave granted by the District for jury duty or as a witness under subpoena will not be deducted from the teacher's accumulated temporary leave.

Professional Leave

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

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

Emergency Use of Temporary Leave

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

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Sick Leave Bank

The purpose of the sick leave bank is to furnish a continuing income or instructional staff employees who are faced with a major illness or accident and have used up all of their sick leave days.

Application for extended sick leave can be made for any reason covered by the Family and Medical Leave Act. All new full-time employees will donate one (1) day to the sick leave bank.

An employee must be employed by the District for a minimum of three calendar months before he/she can apply to the sick leave bank for sick days. An employee may apply for sick leave from the sick leave bank after he/she has exhausted his/her accumulated sick leave.

The employee must complete and submit to the Business Office Form 4317 along with the doctor's certification for necessary absence from work. An employee who request leave under this policy shall be informed within two (2) business days of the number of days available from the bank.

The accumulated temporary leave days of employees that leave the District with less than five years of service shall be given to the bank. If the bank is depleted, all members will be assessed one-half day to replenish the bank, with a maximum assessment of one full day per year per employee.

Employees that receive days from the bank are required to pay back two-thirds of the days used. If an employee leaves the District before they have paid back all the days, they will repay the bank for the days owed at the applicable substitute rate. The repaid days would be returned to the bank. The Superintendent shall have the authority to waive the payback in special circumstances such as when catastrophic illness dictates resignation or retirement.

G. Long Term Leaves

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

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

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

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

Military Leave

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

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

Leave of Absence

Comment [MSOffice1]: REG 4316 as is except for the section on military leave.

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

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

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

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

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

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

Sabbatical Leave

The Board provides for Sabbatical Leave under the following procedures:

1. Applicant must hold a Life or CPC Certificate.
2. Application for leave must be in writing, stating the purpose of the leave, the length of time involved, the program the applicant wishes to pursue and other information that may be requested by the Board.
3. Before recommending a person for sabbatical leave, the following guidelines will be used in making the decision to approve or disapprove:
 - a. Purpose of the Sabbatical Leave – Will this investment be of value to the District as well as the individual? Does it relate to the needs of the District? Is it focused on professional development which has possibilities of contributing to better education in the District?
 - b. Quality of Past Work – Has this person made a continuous and important

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contribution to the District thus far? Is this a person whose skills and competencies we need? 22

- c. Promise for the Future – Is the person reaching toward an important career goal in professional education? Given this goal, what is the possibility of the person staying in the District after the sabbatical year?
 - d. Preparation for Sabbatical Leave – Is this the most productive time for a sabbatical to occur in the career preparation of the person? Has the person been making preparation for this year, i.e., taking introductory courses that lead into it? Does the sabbatical come at a critical point in the person’s career preparation, i.e., necessary to conclude a doctoral or Masters degree?
 - e. Length of Time in the District – How many years has this person worked in the District before applying for sabbatical leave? Requests for sabbatical leave should be made to the Superintendent no later than April 15 of the year preceding the leave requested and should state reasons addressing the above criteria.
4. A maximum of one percent (1%) of the professional staff may be on sabbatical leave at any one time.
 5. The applicant must have completed at least five (5) years of satisfactory continuous service in the District. One such leave shall be available for each five (5) years of continuous service not theretofore utilized for such purpose.
 6. A sabbatical leave may be granted for a period of one-half year but not for more than one full year. To receive a full sabbatical, a staff member must agree to complete twenty-four (24) graduate semester hours or the equivalent during the academic year for which the sabbatical is granted. To receive a one-half year sabbatical, a staff member must agree to either complete twelve (12) graduate semester hours or the equivalent during the academic semester for which the sabbatical is granted. The research and writing of a thesis for the Masters or Specialist degree or the dissertation for the Doctorate degree would meet the equivalent requirement.
 7. The period of sabbatical leave shall count as regular employment in this District. The employee shall therefore receive full insurance benefits while on sabbatical leave.
 8. The period of sabbatical leave shall count as regular employment in this District, however, in accordance with current Board policies, no retirement benefits will accrue.
 9. Reimbursement for the graduate semester hours successfully completed will be provided in accordance with the current salary schedule and attendant provisions; with the exclusion that the graduate per hour reimbursement shall not be limited in cumulative dollars for the sabbatical one-half or full year.
 10. The requirements of tuition reimbursement in Regulation 4505 will prevail as they relate to this sabbatical leave regulation. Thus, the applicant will submit to the Superintendent, prior to the enrollment in any class, an approvable graduate program of study, and this filing must be on the Graduate Course Program. Since an employee who utilizes this regulation would not receive any reimbursement until he/she returned to actual service in the District, the only repayment circumstance by the employee would occur if the employee did not remain as an employee of the District.

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

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end at the rate of 12% per annum.

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

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

12. On receiving reimbursement for successfully completed graduate hours related to a sabbatical leave, the applicant shall sign a promissory note including provision as listed above.

13. Reinstatement after the sabbatical leave shall be to the employee's former position. If, due to declining enrollments in either the District or the subject area, the position is no longer available, the teacher shall be placed in a position he/she is certified to teach.

H. Leave Buy Back

Unused Temporary Leave Compensation

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

Retiree Resource Pool

An employee who has worked in a certified position for at least 5 years in the Wentzville School District and retired from the Wentzville School District will be paid \$160 per day to substitute teacher during the 2010-2011 school year.

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Deleted: . Employees selecting the District's short term leave buy-back provisions shall be ineligible any early retirement incentive plan (Policy 4713). ¶

Deleted: Annual Buy Back Provision ¶
Employees at the maximum accumulation of short-term leave days as of June 30 of each year will be reimbursed for up to ten (10) short-term days at a rate of \$40.00 per day. Payment (less deductions required by law) will be made no later than September 25. ¶

Article 3 Working Conditions

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A: Plan time

Personnel Assignment and Transfer

Instructional Staff Duties, Schedule and Work Hours

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

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

An elementary (K-5) Teacher Scheduling Committee consisting of the building administrator, a teacher representative from each grade level, and a representative from Art, Music, PE, or other special area will be established at each elementary school. This committee will jointly develop a building schedule to meet all instructional needs and maximize continuous plan time utilizing existing resources. This committee will handle the implementation of teacher plan time. The committee will investigate all possible options and will work for consensus of all committee members.

The following will apply to teacher plan time:

1. All plan time shall occur during the official student day.
2. Every effort will be made to provide 50 minute blocks of plan time each day, with kindergarten teachers receiving no less than two 25-minute blocks of plan time per day. One should be during A.M. classes, and one during P.M. classes.
3. When administration has the need for a certified staff member to teach or supervise students, during plan time (less than 250 minutes), the staff member shall receive compensation.
4. Certified staff members will be given adequate notice (48 hours preferred) of any mandatory meeting that is to take place during plan time. With the exception of emergency or crisis situation, teachers who lose more than one plan time in a week will be compensated for that time (Rate from Special Payments Schedule, \$20/hour).
5. If it becomes necessary for a teacher to teach on plan time as part of their regular work day (less than 250 minutes), a volunteer will be sought. The teacher will be paid his/her hourly rate of pay.
6. Time increments less than 15 minutes shall not be counted as plan time.

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

When the employee is required to attend an after school or evening function (i.e.: Open House, Back to School Night and orientation), any after school supervisory duties shall be waived and employees are permitted to leave once the buses have departed. All instructional staff will be provided a duty-free, uninterrupted twenty-five minute lunch period daily. Teachers may leave the campus during the school day at times when they are duty-free, provided that proper arrangements have been made. Proper arrangements will include consent of the principal and notification of the appropriate building offices as to time leaving and time returning.

Traveling Teachers

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

Whenever possible, teachers traveling to more than one building during a school day will be scheduled travel time plus 15 minutes of preparation time.

Teachers who travel within a school day will be compensated at the approved mileage rate. The principal at the home school will notify the traveling teachers of the reimbursement procedure and will certify the request for reimbursement for mileage on a monthly basis. A teacher who travels between schools within a day will be given sufficient travel time that will be in addition to plan time or lunch time.

Personnel Assignment and Transfer Instructional Staff Meetings

In addition to regular school hours of duty, attendance at all called and regularly scheduled or special meetings, such as faculty meetings, open house and curriculum night and IEP's shall be considered a part of each teacher's professional contract. Attendance at building extracurricular functions, such as carnivals, fun nights and dances, will be voluntary.

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

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

When teachers supervise their own students for an elementary special areas evening or weekend performance or event, the teacher(s) will be paid \$30 performance or event.

Staff Welfare
Board/Staff Communications
Instructional Staff

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

The district committee will normally meet once a month or as needed to facilitate effective communication. The committee will bring to the attention of the Superintendent matters of concern relating to school building operations.

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

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

B: School Work Day and Year

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

Deleted: During the 2009-2010 school year, middle school scheduling options will be evaluated with input from Middle School administrators and the WNEA middle school teachers.

Article 4: Employee Rights

A: Transfers

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

Assignments

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

Staffing Plans

Secondary

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

Elementary

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

Vacancy

A vacancy shall be defined as a position that is unfilled, including newly created positions, or a position currently filled but anticipated to be open in the future. The decision whether to fill a vacancy will be made by the Superintendent/designee in consultation with the building principals affected. A vacancy shall not exist when there is an employee returning from a leave of absence to a position or when there is a properly licensed teacher on layoff able to fill the position. Upon filling a vacancy the District will notify all applicants. The Association will be provided with a list of teachers who have been hired to fill existing vacancies.

A vacancy prior to June 15th will be filled in the following order:

- Qualified teachers, by seniority in the event two (2) or more teachers are equally qualified, seeking a transfer within their building.
- Qualified teachers, by district-wide seniority, in the event two (2) or more teachers are equally qualified, seeking a voluntary transfer.
- Qualified teachers volunteering for a transfer in lieu of another being involuntarily transferred (these teachers will have the same rights as involuntarily transferred teachers)
- Qualified teachers being involuntarily transferred
- Qualified teachers on Temporary contracts
- Qualified external candidates

Posting

Vacancies for all positions and extra duty will be posted on the District's web site and on designated bulletin boards in each District building along with a copy of such posting sent to the Association. Vacancies prior to June 15 shall be posted internally at least five (5) work days prior to being filled. After considering internal candidates, the position will be posted externally until filled. Internal and external postings shall contain the following information:

- Grade level/subject
- School site
- Starting date

During the summer months, (June, July and August), the District shall continue to post vacancies on the District website along with a copy of such posting sent to the Association. In addition, the District shall send notice of same (by US mail) to the last known address of each teacher on layoff. All postings after June 15th for the upcoming school year will be for internal candidates who have a letter of request on file and external candidates, with no preference given to internal candidates and will be posted for at least three (3) business days before being filled.

Transfer

A transfer shall be defined as any change of a certificated position whether within a building or within the District.

A voluntary transfer occurs when a teacher requests a change in position (assigned building, grade level or teaching assignment). Voluntary transfers will be granted up to June 15 of each school year. Any teacher hired for less than 180 days will be given a Temporary Contract.

A teacher may request to transfer to a vacancy for which he/she is certificated by completing the on-line transfer application form by the deadline on the internal posting. Teachers, who have been in their position for at least three (3) years, will be eligible for transfer consideration up to June 15th of each school year. Teachers who are currently on a Growth Plan are not eligible for transfer. Exceptions may be approved by the Assistant Superintendent of Human Resources (examples may include the opening of a new building or a better "fit" for the teacher).

Teachers requesting a transfer will not be penalized because of a request to transfer, or as a result of a transfer. Where more than one teacher applies for a single position, all teachers will be interviewed. District teachers will be given preference over outside applicants if similarly qualified. In the event two (2) or more teachers are equally qualified, the teacher with the greatest seniority will be transferred. Voluntary transfers will not be implemented where the voluntary transfer would cause an involuntary transfer. A teacher must accept the transfer requested unless he/she has notified the Assistant Superintendent for Human Resources in writing of his/her desire to withdraw the request prior to approval by the Board of Education.

Qualifications shall include (non-prioritized order)

1. Experience in grade level or subject matter.
2. Certification and/or training.
3. Teacher interest
4. Compatibility with the position. Compatibility is defined as the teacher's philosophy of education, knowledge of disciplinary techniques, expertise in content areas, classroom

organization and planning, teaching techniques, peer relationships and parent communication. One indicator of compatibility will be performance evaluations.

5. Extra duty assignments.

An involuntary transfer occurs when a teacher is required to change building or assignment and/or when a request for transfer has not been made. Involuntary transfers may occur as a result of an opening or closing of a building, redistribution of students, to improve the instruction program to better meet the needs of students, or where it has been shown through reasonable cause that it is necessary to transfer a teacher.

If an involuntary transfer is necessary, teachers eligible to fill existing or anticipated vacancies will be asked to volunteer. A second request for volunteers will be made if necessary. If there are no volunteers, teacher with the least seniority will be considered for transfer first.

Teacher Rights in an Involuntary Transfer

1. No involuntary transfer will be made until the teacher has been provided with the reasons for the transfer. Any teacher affected by an involuntary transfer will be released by the Board from his/her contract if he/she so requests.
2. Written notification of involuntary transfers shall be made as soon as possible. No involuntary transfers shall be made after the end of the current school year unless there is an unexpected change in circumstances.
3. Any teacher who is involuntarily transferred will be given priority consideration for any future vacancies at the building or for the position from which he/she transferred. He/she will be the last one considered for any future involuntary transfers to other buildings.
4. Teachers whose positions are being eliminated will be informed by the building principal as soon as possible.
5. Individuals in positions that are going to be eliminated will be given first consideration for openings before any external candidate is hired regardless of the June 15 deadline.
6. A teacher whose position is being eliminated cannot "bump" another teacher from his/her position, regardless of seniority.
7. In the case where an involuntary transfer would necessitate a teacher taking the Praxis, the teacher will be reimbursed the cost of the test.
8. In order to ease the transition and to promote a healthy instructional environment for students, teachers involuntarily transferred after May 1 will have the option for 7.5 hours of professional release time, provided it is related to their new position. Such activities could include time to observe other classrooms, time to meet with fellow teachers in their plan time, time to meet with department grade chairs regarding curriculum, attending a department or grade level meeting of their new subject, attending new building faculty meetings, and meeting with the administration to tour the building and meet the faculty.

Seniority

Seniority is the length of the Employee's service (within the bargaining unit) starting with the date of the hire (part-time service will be counted pro-rata). Loss of seniority can occur for the following reasons: resignation, dismissal for cause, retirement, and employment in a position excluded from the bargaining unit for a period greater than two (2) years.

B: Association Communication

1. Each building administrator will meet with WNEA building representative(s) to discuss

building level concerns. Meetings will be held monthly to resolve concerns at the building level and may be held in conjunction with the building faculty advisory meeting, if mutually agreed upon by both parties.

2. The superintendent and his/her designee(s) will meet the WNEA president and his/her designee(s) to discuss unresolved building level concerns or district level concerns. Meetings will be held quarterly, or at otherwise mutually agreed upon times. Each party will provide an agenda at least 48 hours in advance of the meeting so all parties have the opportunity to have information prepared in advance

C. Right to Representation

The District believes that staff communication regarding discipline, disagreements, complaints and problems are best addressed at the building level between teacher and the building administrator. The District also recognizes that the teaching staff may benefit from personal assistance and support during meetings, which will result in disciplinary action, scheduled with building /District administrators. Should the principal/teacher perceive that the conference will be negative; building representation can be sought, if desired. If an association representative is to be present at a meeting, the building administrator may choose to invite other building/Central Office administrators or District legal counsel to the meeting.

Teachers will be notified of such meetings in advance allowing a reasonable amount of time to obtain appropriate representation. Should the meeting develop into a discussion of possible disciplinary action or a professional improvement plan, the meeting shall be adjourned if requested by the teacher until an association representative can be present.

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

When an administrator anticipates that a staff member may need assistance, the administrator may suggest to the teacher that a representative be invited to participate in the meeting.

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Article 5: Terms of Agreement

This agreement shall be effective as of July 1, 2010, and shall continue in full force and effect through June 30, 2011. Unless replacement language has been negotiated and voted on by the Association and approved by the Board, all provisions of this Agreement shall remain in effect. None of the tentatively agreed upon provisions shall take effect until a successor Agreement is negotiated and voted on by the Association and approved by the Board. This agreement shall supersede and have precedence over any rules, policies, regulations, or practices of the employer which shall be contrary to or inconsistent with its terms.

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

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

ASSOCIATION

By _____
It's President

By _____
It's Secretary

By _____
Chairperson, Bargaining Committee

BOARD OF EDUCATION

By _____
It's President

By _____
It's Secretary

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