

ROCKWOOD NATIONAL  
EDUCATION ASSOCIATION  
AND  
ROCKWOOD BOARD OF EDUCATION  
CURRENT AGREEMENT

Effective July 1, 2010 through June 30, 2012

NEGOTIATED ISSUES  
CURRENTLY IN EFFECT





# ROCKWOOD NATIONAL EDUCATION ASSOCIATION CURRENT AGREEMENT

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**ROCKWOOD NATIONAL EDUCATION ASSOCIATION  
AND  
ROCKWOOD BOARD OF EDUCATION  
CURRENT AGREEMENT  
Effective July 1, 2010 through June 30, 2012**

**Article I - Framework**

**Section A: Recognition**

1. The Rockwood School District (District) recognizes the Rockwood National Education Association (RNEA) as the sole and exclusive bargaining representative for all regular full and part-time professional teaching employees of the District, who are paid on the basis of the teacher salary schedule excluding supervisory and administrative employees. This includes: teachers, counselors, librarians, instructional resource teachers, technology resource teachers, early childhood teachers, early childhood special education teachers, speech language pathologists and psychometrists. This excludes all other employees, including without limitation, administrative interns, social workers, occupational therapists, physical therapists, and substitute teachers. Provided, however, the District and RNEA recognize that part-time employees in the classifications represented by the RNEA, as listed above, are not entitled to medical, dental, vision, life or long term disability benefits as otherwise provided in this Current Agreement.
2. The District shall continue to recognize the RNEA as the sole and exclusive bargaining representative so long as the RNEA membership is at least 50% of the members of the bargaining unit. RNEA shall submit to the District by November 1<sup>st</sup> of each year a notarized statement confirming the number of RNEA members. If the District believes that the RNEA's certification of the number of members is inaccurate, the District shall have the right to request an independent auditor, agreed upon by both the RNEA and RSD. The auditor will verify the number of members and may not reveal the names of individual members to the District. The RNEA agrees to indemnify and defend the District against any claims by employees, former employees or others arising out of the withholding of dues or voluntary PAC contributions by the District, including, without limitation, claims that such dues or PAC contributions were not authorized or were otherwise improperly withheld.
3. The RNEA recognizes its responsibility to represent fully and equally without discrimination all members of the bargaining unit in all aspects of this Agreement (Current Agreement).
4. The RNEA recognizes the Board of Education (Board) as the sole body that has the responsibility for the management and control of all public schools within the District and the direction and management of the teaching staff and all other employees of the District, and is specifically designated with the responsibility of making the policies, rules and regulations by which the District is governed as provided by Missouri state law. The RNEA further

recognizes that the District's administrators, including the Superintendent, deputy, assistant and associate superintendents, principals and others, are properly charged with and authorized to implement the Board's policies, rules and regulations and appropriate legal obligations of the District and to address the day-to-day management and operation of the District and its employees.

### **Section B: Negotiations Procedures**

1. The District and RNEA believe that a continuing, collaborative negotiations process is in the best interest of both parties.
2. The District and RNEA agree to negotiate in good faith on any matter subject to compensation and working conditions related to the terms and conditions of this Agreement provided, however, the District and the RNEA recognize that either group is not obligated to reach an agreement with the other regarding terms and conditions of employment, and that failure to reach agreement is not alone evidence of a failure on the part of the either group to negotiate in good faith.
3. The District agrees not to negotiate with any other employee organization or individual who is part of the bargaining unit on any matter subject to negotiations or otherwise related to the terms and conditions of this Agreement. However, these provisions shall not be understood to require the Board to discriminate against any employee in the exercise of his or her rights as an employee. Nor shall these provisions preclude the Board or the District's administration from responding appropriately to others in the exercise of rights accorded to them by law.
4. The District and the RNEA recognize that the Board of Education is the legally constituted body responsible for the determination of policies covering all aspects of the District. The Board recognizes that it must 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. Subject to the authority of the District's administration to implement the Board's policies, rules and regulations and to manage and operate the day-to-day affairs of the District, the Board cannot reduce, negotiate, or delegate its legal responsibilities.
5. Both parties shall furnish each other, upon reasonable request, available information pertinent to the issue(s) under consideration.
6. The expense of any consultants used during the bargaining shall be borne by the party requesting them. The RNEA and the District may use consultants to assist in their preparations for negotiations.
7. The District and the RNEA agree that, during the period of negotiations and prior to reaching a tentative agreement or an impasse is declared, the proceedings of the negotiations shall not be released to anyone other than

those entitled to such information as contained in the Ground Rules unless an issuance has the prior approval of both parties.

8. When a Tentative Agreement is reached it shall be reduced to writing as the Agreement (Current Agreement) and submitted to the RNEA and the Board of Education for approval.
9. This Agreement, upon ratification by the RNEA and the District shall be official and contain the length of the Agreement. A Signature Page of the RNEA President, Bargaining Chair, RNEA team members, Board of Education President and Board of Education team members shall be part of this Agreement.
10. Prior to the expiration of this Agreement, the RNEA and the District agree to meet no less than six (6) months prior to the expiration to negotiate in good faith a successor agreement. The Ground Rules, Timeline and Protocols of the negotiations shall be agreed upon prior to the beginning of negotiations.

### **Section C: Impasse**

1. If no agreement is reached, at the conclusion of the Final Bargaining Session, the Board will schedule a meeting within ten (10) calendar days to hear a report by the Board's negotiations team and the RNEA's negotiations team. The teams shall report on all tentative issue agreements and set forth their respective positions on all issues at impasse.
2. Following this meeting, the two teams shall resume negotiations and shall attempt to reach agreement within the next ten (10) calendar days. A mediator may be chosen to assist both parties if both parties mutually agree to the use of a mediator.
3. If no agreement is reached within this ten (10) calendar day period, the Board shall again schedule a meeting no later than five (5) calendar days to discuss the recommendations of the RNEA's negotiations team and the Board's negotiations team.
4. The day following this meeting the Board and the RNEA's negotiations teams shall meet, and the Board's team shall present a written set of Final Proposals to the RNEA team, which shall include the Board's proposals on each issue at impasse and all tentative agreements.
5. The RNEA shall provide the District a written decision regarding the Board's Final Proposals within five (5) calendar days of receiving the Board's Final Proposals.
6. Until a Successor Agreement is negotiated, all provisions of the Current Agreement including the existing salary schedule, without salary step increases, shall remain in effect. None of the issues tentatively agreed upon

shall take effect until a Successor Agreement is ratified by both the Board and the RNEA.

#### **Section D: Re-openers**

Should either the District or the RNEA wish to modify the Current Agreement during the length of this agreement either party shall notify in writing the other party. The following limits and boundaries will apply:

1. Nothing shall compel either party to agree to reopen the Agreement with the exception of those issues in Item #5 below.
2. Any re-openers should be of narrow focus and clearly defined.
3. The negotiations process for re-openers shall be limited to 30 calendar days.
4. Any tentative agreements must be ratified by both parties.
5. a.) If any provision of this Current Agreement shall be found to be contrary to law or DESE regulations, then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and be effective for the term of the Current Agreement.  
b.) Any section of the Agreement found to be unlawful shall be re-negotiated by the parties. Negotiations on that section only, shall commence within fifteen (15) days of the determination that the provision is unlawful. Negotiations shall be in conformance with the procedure outlined in this document.  
c.) If negotiations are re-opened, both parties will adhere to the negotiations procedures contained in the Current Agreement. The ground rules, timeline and protocols will be agreed upon prior to the start of negotiations.

#### **Section E: Current Agreement**

The “Current Agreement” will only contain the language that is in effect at present. The “Current Agreement” will be available on-line to RNEA members and administrators.

Each Current Agreement will be placed as an appendix to the Board Policy Manual.

#### **Article II - Salary**

#### **Section A: Salary Schedule**

The starting salary for the 2010-11 school year is \$38,794. The top of the salary schedule at the Master’s +30 is \$69,144. The starting salary for the 2011-12 school year is \$39,097. The top of the salary schedule at the Master’s +30 is \$69,447. See the Appendix A for the 2010-11 Salary Schedule and Appendix B for the 2011-12 Salary Schedule.

Teachers previously on the last step will receive a “longevity pay” increase in 2002-03 and in future years.

All certified teachers hired for the 1992-93 school year and thereafter will not advance beyond Step 7 on the Bachelor's channel.

For all certified teachers hired for the 1992-93 school year and thereafter, the BA/150 channel will be defined as BA+15.

### **Section B: Qualifications for Acceptable Graduate Coursework/Channel Change Requests**

Teachers seeking a channel change to a BA/BS +15, MA/MS, MA/MS + 15 or MA/MS+30 or PhD must submit a Request for Channel Change on Salary Schedule form to the Assistant Superintendent of Human Resources /designee, illustrating the relevancy of the coursework in terms of enhanced classroom instruction, student achievement, certification in a critical teaching area or administrative certification.

Channel changes will not be approved that present a random pattern or selection without a focus or relevancy that can be explained by the applicant to the District. Selection of courses should result in additional teaching, counseling, librarian or administration certifications; be related or expand upon the knowledge base of a current certification, or be demonstrably related to enhanced classroom instruction or student achievement. This statement must accompany any request for a channel change.

In order for a teacher to advance on the salary schedule or move across salary channels:

1. The course work must be earned through an accredited institution approved by the Missouri State Department of Education for graduate credit hours. (These institutions are listed on the Rockwood Application for Course Approval and Tuition Reimbursement-Certified.
2. Teachers will be limited to no more than nine (9) semester hours of graduate credit during each of the fall or spring terms. There is no limit on graduate hours earned during the summer. If a teacher wishes to appeal this limit, he/she would make this appeal to the Assistant Superintendent of Human Resources.
3. Correspondence and video coursework shall be limited to six hours total (per program of study).
4. Classes completed or degrees conferred after August 16, 1999, must be in a related academic area to obtain an additional state teacher certification.
5. Earned after the bachelor's degree for educational certification is conferred.
6. Earned in the subject(s) taught. (Prior to August 16, 1999)

7. Earned in a Master's of Education program appropriate to the elementary or secondary level.
8. Earned in an elementary or secondary counseling program. (Prior to August 16, 1999)
9. Earned in an elementary or secondary administration program. (Prior to August 16, 1999)
10. In the event of extenuating circumstances, a teacher may appeal the official transcript deadline to the Assistant Superintendent of Human Resources.
11. An established study team of principals, administrators and RNEA appointed teachers will make a recommendation regarding the expansion of the current professional development (not limited to action research) to the Board of Education no later than April, 2011. If the recommendation is affirmative it must include a proposal inclusive of (at a minimum)
  - Structure
  - Criteria
  - Timeline
  - Financial implications

#### Channel Change Deadlines

Deadline	Result
August 1	If all channel change applications and official transcripts are received, first semester channel changes will be processed and reflected on the first paycheck.
October 15	<b>Final deadline for first semester channel change.</b> If all channel change applications and official transcripts are received, first semester channel changes will be processed and reflected over the remaining pay periods.
December 23	If all channel change applications and official transcripts are received, second semester channel changes will be processed and reflected on the January 31 <sup>st</sup> paycheck.
February 28	<b>Final deadline for second semester channel change.</b> If all channel change applications and official transcripts are received, second semester channel changes will be processed and reflected over the remaining pay periods.

12. Credit for National Board Teacher Certification (NBTC) is as stipulated below:

If official notification of National Board Certification is received in Human Resources by December 30<sup>th</sup>, it will be processed and reflected beginning on the employee's January 31<sup>st</sup> paycheck.

Full-time teachers completing the National Board Teachers Certification will be paid a stipend of \$5,000 each year based upon the criteria below.

- First stipend will be at 50% in the year of certification.
- Years 2 – 10 of certification, full stipend will be paid.
- Year 11 of certification will qualify for full stipend provided recertification has occurred in years 8 or 9 of certification.
- If a teacher does not recertify and is retiring, the teacher will receive a 50% stipend in year 11 provided notice of retirement is made by February 1<sup>st</sup> of year 10 of certification.
- Stipends for part-time teachers will be pro-rated based upon the percentage of a full-time contract held by the teacher that year.

### **Section C: Loss of Pay/Paychecks**

Teachers will be paid on the 15<sup>th</sup> and the last calendar day of the month except when such calendar date falls upon a Saturday, Sunday, or other legal holiday. In such case, teachers will be paid on the preceding date. Superintendent's Forum will review and approve the payroll schedule including dates and methods of distribution of checks in May, prior to the beginning of each school year. Effective January 1, 2005, all teachers will be required to be paid either by direct deposit or through a payment card.

The first paycheck of the new school year will be issued on the last working day in August.

In the event a teacher incurs five or more uncompensated contractual days, any salary adjustment will be distributed over the remaining contractual pay periods.

### **Section D: Compensation**

1. Summer school salary will be paid according to a salary schedule reflecting four levels of teacher education and experience. The base level will reflect the changes in hours per day and days of attendance proposed for each year's Summer Academy. The three levels beyond the base level will be paid at 105% of the level below it. In addition, after 2008 Summer Academy, teachers will earn an additional amount for each year they return to teach in Summer Academy up to ten years.
2. Summer Workshop Stipends: Effective beginning June 1994, stipends for the summer staff development program will be paid only to those teachers who are not taking such workshops for graduate credit.
3. Substituting for Another Teacher: Payment will be the hourly rate of current substitute teacher pay.

#### 4. Curriculum Planning Compensation

- a) Curriculum Writing. The rate of curriculum writing compensation will be reviewed annually and set at a competitive rate.
- b) Summer Workshop Stipend. The rate of summer workshop stipend will be reviewed annually and set at a competitive rate.
- c) Recognizing the various needs and time constraints of teachers, teachers participating in-depth studies of curriculum writing may be given four options for completing tasks:
  - 1) After school hours.
  - 2) Saturdays.
  - 3) During the summer.
  - 4) Teachers who meet during school hours will have a substitute hired to cover their classes and will not be additionally compensated.

The District will set time and dollar parameters as to how long a task should take. Any committee which exceeds the allotted time frame must appeal to the Associate Superintendent in charge of Curriculum for an extension. Each member of the committee will vote as to how they would like to undertake the task at the onset of their undertaking.

#### 5. Part-Time Teacher Compensation

Part-time teachers shall be compensated by computing the time scheduled for actual teaching divided by the total scheduled teaching time at a particular level (minutes at elementary; class periods at middle and high school levels). Part-time teachers will be required to work their contractual proportion in all other duties required of full-time teachers (i.e., planning and conference, arrival and departure times).

The Assistant Superintendent of Human Resources or designee will explain to part-time teachers during employment orientations work time requirements and how compensation is computed.

### **Section E: Other Contractual Pay**

1. Activities tied to a season will be paid over 6 pay periods in that season (fall, winter, spring).
2. Activities tied to a semester will be paid in that semester (9 pay periods each semester).
3. Activities for the full year will be paid out over 24 pay periods.

## **Section F: 403(b)/457(b) Vendors**

403(b) Vendors: New 403(b) providers will not be added to the District's list unless a minimum of five employees confirms their intention to contribute to such new provider. In addition, current providers with three or less participants will not be able to accept new participants unless there is an aggregate number of employees desiring to participate totaling five.

457(b) Vendors: Employees will be provided the opportunity to select from five 457(b) vendors.

## **Section G: Compensation and Evaluation**

Any compensation tied to the evaluation process would be agreed upon through the negotiation process.

## **Section H: Annual Appropriation Agreement**

The Board warrants and represents that it reasonably believes that it will have sufficient funds to make all payments due pursuant to this Agreement, and hereby covenants that it will do all things lawfully within its power to obtain, maintain, request and pursue funds from which the said payments will be made. In the event the Rockwood School District is identified by the Missouri Department of Elementary and Secondary Education as "Financially Stressed" (Missouri Statutes 161.525 and 161.520) or that there is insufficient money in the treasury and in the proper fund for the payment of teacher salaries and other compensation, the Board shall promptly notify the Rockwood National Education Association Board of Directors in writing. If the Rockwood School District is identified as "Financially Stressed" by the Missouri Department of Elementary and Secondary Education or the Board notifies the RNEA that there is insufficient money in the treasury and in the proper fund for the payment of teacher salaries and other compensation, the Rockwood National Education Association agrees to enter into immediate negotiations with the Rockwood School District Board of Education to specifically address financial issues only. Failure of the District to make payments of salary or other compensation or benefits to teachers pursuant to Mo. Rev. Stat. Section 165.021 shall not constitute a breach of the Current Agreement.

## **Article III – Insurance**

### **Section A: Insurance Committee**

The Rockwood Insurance Committee will be co-chaired by a Rockwood School District appointee and an RNEA appointee. RNEA will appoint 50% of the committee membership. The composition of the committee shall include retirees, teachers, administrators and support staff. The major purpose of the committee shall include, but not be limited to, a recommendation to the Board of Education, for their final decision, on funding, plan design, impact of any vendor changes, district's contribution increases, provider reviews, and the rate of the percent of dependent coverage.

The annual increase of the District's contribution to the insurance program will be at least one-half (50%) of the average national increase plus one-half of one percent (.5%). The District contribution level will be determined annually for the plan years beginning November 1, 2011 through November 1, 2015. If the annual increase is not needed in a particular year, to maintain its present levels, at the recommendation of the insurance committee, the district may choose to allocate these additional funds to other district programs.

The District and the Association will work together to educate staff about insurance coverage. Yearly meetings will be set up to review benefits and procedures, and to answer employee questions. Yearly employee meetings will be held to review benefits and procedures.

### **Section B: Life Insurance**

Term life insurance in the amount of \$50,000 will be provided.

### **Section C: Long-Term Disability Insurance**

The District will implement a Long-Term Disability Insurance plan which will provide a monthly payment to an employee who suffers a total disability that prohibits an employee from performing his responsibilities. The basic provisions of the plan are:

1. 50% of current monthly salary (with a maximum payment of \$5000).
2. 75-day elimination period is the length of time an employee must wait after disability begins until he/she is eligible for the plan but the employee must expend all available sick leave prior to drawing long-term disability payments. Days are calendar days and not contract days.
3. Continuation of payments. Monthly payments will continue as long as the employee is totally disabled from performing his/her contracted responsibilities to age 65.
4. Benefit Integration. Any payments from Social Security or similar payments which are disability benefits, any retirement disability benefits, worker's compensation benefits, or any disability income disability benefits from another group insurance plan, etc., will be deducted from the monthly 50% payment.
5. Continuation of Benefit Following Termination of Employment. Employment is terminated automatically following twenty-four months of total disability from the date total disability was incurred. However, as long as the individual is totally disabled, the monthly benefit continues.

## **Section D: Dental Insurance**

1. Rockwood School District will provide 100% of the stated employee (not dependent) premium contribution for the base plan.
2. The dental insurance program will continue.

## **Section E: Medical Insurance**

1. Rockwood School District will provide 100% of the stated employee (not dependent) premium contribution for the base plan. The differential between the base plan and other more expensive plans offered by the District will be borne by the employee.
2. Insurance for Part-Time Teachers: The District will continue to investigate options for insurance for part-time teachers. This investigation shall be for informational purposes.
3. Termination of Insurance Coverage
  - A full-time teacher who separates employment with the District during the contractual period shall continue District insurance benefits through the end of the last month of employment.
  - Providing contracts are fulfilled, insurance will be covered through August for one-year only contracts, retirees, and resignations.

## **Section F: Vision Insurance**

1. Rockwood School District will provide 100% of the stated employee (not dependent) premium contribution for the base plan.
2. The District will pay 100% of individual premiums for employees and 50% of the premiums for the dependents.

## **Section G: Employee Wellness**

The RNEA and the District will encourage Employee Wellness through:

- Expanding the participation on the Wellness Committee.
- Developing a method so that all certified employees will take an annual health risk assessment in their school building (individual information will not be shared with the District).
- Improving communication regarding wellness programming.
- Expanding wellness programming.
- Developing an electronic system to track employee participation in employee wellness activities.
- The RNEA will co-chair the Employee Wellness Committee.

At the completion of the 2012-13 school year the Wellness Committee will make a recommendation to the Board of Education regarding future employee wellness direction. One option that this committee will be authorized to recommend will be the development of a differential in employee insurance premiums based upon participation in employee wellness activities.

## Article IV - Leaves

### Section A: Sick Leave

1. a.) At the beginning of the contractual year, probationary and permanent teachers will be granted ten (10) days sick leave per year with unlimited accumulation.”
  - b.) 1.) Sick leave is prorated for late hires and early resignations.
  - 2.) Sick leave is also prorated for a leave of absence that extends beyond one full semester.
2. Sick leave may be utilized for absence due to personal illness, injury, or accident; illness, injury or accident of a dependent, spouse, parents or children; the quarantine laws of the state; or a medical disability which prevents the employee from performing contractual duties. (Note: This does not include parents-in-law).

In the case of illness of a dependent, spouse, parents or children, up to fifteen (15) days sick leave per year will be allowed. These days may be taken in whatever daily increments are needed. (Note: This does not include parents-in-law).

In the case of a catastrophic or life threatening illness of a spouse, dependent or parent, the employee may be granted, upon approval of the Assistant Superintendent of Human Resources, additional days from the teacher's accumulated sick leave. The district reserves the right to request medical documentation if the length of the requested sick leave exceeds fifteen days.

A teacher who becomes ill and requests to be relieved will be provided coverage, and the teacher will be allowed to leave the premises if the teacher deems it necessary.

#### 3. Sick Leave Award for Retirement

In order to be eligible for sick leave award upon retirement teachers must apply for benefit in writing no later than 30 days prior to the expected date of retirement, and:

- a.) Have a minimum of 10 days accumulated sick leave.

- b.) Be continuously employed by Rockwood School District in a certified position for 5 or more years (exception if separation doesn't exceed 6 months).
- c.) Must be full-time in final year of retirement, prorated for certified employees working part-time in their final year of employment must be eligible for a retirement benefit as defined by the PSRS (full, modified or disability).

Personnel in full-time certified positions, upon retirement from the District, with verification of PSRS retirement eligibility, will receive the following Sick Leave Award:

Accumulated Sick Leave Days

<u>Index Base FY 04-05 (\$31,500)</u>		<u>FY 10-11 (\$38,794)</u>	
First 100 days	\$100 per day	First 100 days	\$123.16 per day
101-150 days	\$150 per day	101-150 days	\$184.73 per day
151+ days	\$200 per day	151+ days	\$246.31 per day

There continues to be no cap on the total number of sick-leave days which can be accumulated.

Retirees Eligible through 2014-15:

In subsequent years, pay out amounts will be calculated by using an index. The index will be determined by dividing the base reimbursement amounts (\$100, \$150, \$200) by the starting salary for 2004-05 which is \$31,500. This index (.0031746 for days 1-100, .0047619 for days 101-150, and .0063492 for days 151+) will then be multiplied by that year's starting salary. This formula may not be altered for five years or before the end of the 2014-15 school year.

At the time of retirement, eligible employees may elect to receive this sick leave award either:

- a. 100% of the award at the time of retirement, or
- b. ½ of award at time of retirement, ½ of award in January following retirement, or
- c. Spread out over the next 2, 3 or 4 years on January 31st of each year. Equal payments will be made beginning in the January following retirement and mailed by the last workday in the month.

The IRS considers the sick-leave retirement award to be earnings. It requires the payment of the sick-leave retirement award to be subject to withholding taxes and FICA or Med FICA (where applicable). The IRS considers the full amount of the sick-leave award taxable during the first year of retirement. The employee will receive a W-2 form for 20XX that includes the full amount of your award, unless the employee makes a choice to defer these earnings. A portion of the sick-leave retirement award may be deferred to a 403b, 457b, and/or Health Savings Account, or a combination thereof.

## **Section B: Personal/Religious Leave**

Personal leave will only be granted for circumstances which are unusual and urgent and could not be performed at a time other than during the time school is in session. Personal Leave may not be used or construed to facilitate any organized type of work stoppage. Personal leave may not be used the day prior to winter break or spring break. An appeal for either the day prior to winter break or spring break may be granted upon approval of the Assistant Superintendent of Human Resources.

To use a personal day, the appropriate form must be completed and approved. The teacher must phone **SubFinder** to report an absence for personal leave. If these days are not used, they are accrued as sick days.

**When the Human Resources/Finance and SubFinder software packages are electronically integrated to allow for electronic approval of personal leave, the current paper personal leave forms will be discontinued.**

Teachers will receive twelve (12) days (ten sick days and two personal/emergency days) per year. If the two personal/emergency days are not used within the school year, they may accumulate to a total of four personal days. Any personal days beyond four will accumulate as sick days. **In addition to the twelve days given per year, each teacher will receive two additional days which may only be used for religious observance. If the two days of religious observance are not used, they will not accumulate. Days used for religious observance will not affect the ability to qualify for perfect attendance days. Additional days for religious observance, beyond the initial two days, will be taken from the employee's accumulated personal leave days.**

## **Section C: Perfect Attendance Compensation**

A stipend of the current daily rate for substitute teachers will be granted for teachers who elect to receive compensation for their perfect attendance day.

1. A day of excused absence with pay will be granted to each teacher who is not absent from work any day of a semester contract period. Up to three (3) perfect attendance days may be accumulated and used singly or in any combination. No additional perfect attendance days may be earned until one of the three perfect attendance days is utilized, paid for at the daily substitute pay rate, or rolled into employee's sick leave.
2. The number of perfect attendance days approved District-wide will be limited on the following days. Any day before or after the Thanksgiving holiday, winter holiday, Spring Break; all Fridays in May, and the First Friday in June. Up to five requests for perfect attendance will be approved. The perfect attendance request will be on a first-come, first-served basis. The order of approval will be determined by the Human Resources Office according to the date and time of the principal's signatures on the perfect attendance application forms.

## **Section D: Inclement Weather**

If the District does not compensate a substitute for the absence of a certified staff member on a day school is cancelled, no leave will be charged against the teacher.

## **Section E: Child-Rearing Leave**

Teachers who take six (6) to eight (8) weeks of child-rearing leave for post-partum recovery plus additional weeks under Family and Medical Leave up to a maximum of twelve (12) weeks total in one school year and return to complete that school year's contract will have the option to take off the following school year. This option must be selected by the teacher at least 60 days before the baby's due date, and before the commencement of the leave. For purposes of defining the school year, the fiscal year July 1 to June 30 will be used.

### **BIRTH OF A CHILD:**

1. Six weeks for a normal delivery, eight weeks for a cesarean or up to twelve (12) weeks under Family and Medical Leave.
2. The remainder of the current semester, starting at the birth of the child and continuing to the end of the current semester, or
3. The remainder of the current school year starting at the birth of the child, whether born first or second semester, continuing to the end of the current school year.
4. The full school year following the birth of the child. This option must be selected by the teacher before commencement of the leave. For purposes of defining school year, the fiscal year July to June 30, will be used.
5. An application for child-rearing leave must be made at least 60 days prior to the due date for the birth of the child.

## **Section F: Adoption or Foster Care Leave**

An eligible, full-time certificated employee may use up to six (6) weeks of the employee's accumulated paid sick leave for purposes of caring for a well child immediately following the adoption of the child. Eligibility for paid leave under this "Adoption Leave" policy shall be limited to the child's primary care giver. Employees who are not the primary care giver will not be eligible to use paid sick leave to care for a well child following adoption of the child, even if the primary care giver is not employed by the District.

Nothing in this policy is intended to limit an employee's ability (1) to use paid sick leave for the care of a dependent with an illness, as prescribed by generally applicable Board policy, or (2) to use unpaid leave in connection with the adoption of a child, in accordance with the Family and Medical Leave Act

(FMLA) and Board of Education policy attendance thereto. Any and all paid leave taken under this “Adoption Leave” policy will be deducted from the employee’s entitlement to adoption leave under the FMLA.

#### PLACEMENT OF A CHILD:

1. Adoptive/Foster parents will have the same options as birth parents. That is, the adopting parent may choose to take 6 to 12 weeks of Family and Medical Leave or the remainder of the current semester, starting with the placement of the child and continuing to the end of the semester current semester, or
2. The remainder of the current school year, starting at the placement of the child and continuing to the end of the current school year.
3. The remainder of the current school year, starting with the placement of the child and continuing for the following school year. The school year will be considered the fiscal year, commencing on July 1 and ending June 30.
4. The full school year following placement of the child. This option must be selected by the teacher before commencement of the leave. For purposes of defining school year, the fiscal year July 1 to June 30 will be used.
5. Application for child-rearing leave must be made at least 60 days in advance of the expected placement of the child.

### **Section G: Bereavement**

Teachers may use three (3) days of leave for a death in the immediate family. The immediate family is defined as husbands, wives, parents, parents-in-law, children, brothers, brothers-in-law, sisters, sisters-in-law, grandchildren, grandparents, grandparents-in-law, sons-in-law, daughters-in-law, aunts, uncles, nephews, nieces, step relationships of those previously defined, or any person who is wholly dependent upon the employee. These three (3) days are not charged to sick or personal leave. Any additional days after the initial three (3) may be charged to sick or personal leave.

Teachers with accumulated sick leave may be excused, without loss of pay, for the time necessary to attend funeral services of relatives others than non-immediate family and/or friends. Maximum time allowed for funerals will be one (1) day and will be charged to accumulated sick leave. It is the responsibility of the teacher to phone **SubFinder** to report the absence.

### **Article V - Professional Staff Substitutes**

#### **Section A: Professional Staff Responsibilities**

Teachers who call **SubFinder** before 6 a.m. on the day of their absence will need to report their absence only to **SubFinder**. Teachers who call their absence into

**SubFinder** after 6 a.m. on the day of the absence may be required by their principal to make an additional call to the principal or his/her designee.

Principals will be reminded to the types of queries they can run, at any time on the **SubFinder** system so that absences can be monitored.

Teachers when calling absences into **SubFinder** will be reminded to wait until they have received a job number before hanging up on the **Subfinder** system. Otherwise, a substitute will not respond to the absence.

In case of absence, the professional staff employee shall notify the individual designated by the building principal at the earliest possible time so that a substitute may be provided.

All teachers must maintain adequate lesson plans and updated seating charts to enable a substitute to take over a class with a minimum amount of time lost. These materials will be readily available at the teaching site.

## **Section B: Substitutes**

When a teacher is out of the classroom for multiple days, as much as possible, the same substitute will be used.

When all library staff are out of the building, a substitute will be provided.

Specialty Substitutes: The Human Resources Department will recruit substitutes with appropriate background in the areas of computers, music, library, and industrial technology. Efforts will be made to identify and provide appropriate training when the teaching area requires special orientation to District programs.

A quarterly update of the available substitutes will be provided to each building.

Whenever possible, the substitute's background and preference will be matched with subject matter.

Staff Development will develop a one-day training session to be offered substitutes.

## **Article VI - Curriculum and Instruction**

### **Section A: Instructional Time**

Principals will seek suggestions from teachers to provide equitable preparation/duty time, while ensuring the safety and security of students.

Preparation/duty time does not include planning time defined as the minimum 250 minutes per week as mandated by the state.

Instructional time at the elementary level for band and string students shall be clarified with regard to classroom activities while students are absent.

1. These students are expected to complete independent work such as reading, study guides, worksheets, etc., which may have been done during class time while they were absent. Teachers will continue to reinforce previously introduced material. This information shall be standardized and distributed to the parents of each student considering enrollment in band/strings classes.
2. It is essential that each teacher establish a system which enables the students to gather assignments easily upon return to the regular classroom.
3. It is recommended that the building or district administrators will provide full-time classroom elementary teachers (grades K-5) with 250 minutes of teacher-directed planning time per week.

### **Section B: Program Development/Evaluation**

All curriculum documents that have had formal School Board approval prior to the end of the school year will be distributed to teachers in hard copy or electronically by the last contract day of the school year.

When applicable, ALA's will be field-tested prior to implementation by the curriculum writing team. Teachers will report class progress in a narrative format including quantitative data (using appropriate scoring guide to give data about descriptors). The curriculum coordinators will then meet/contact the curriculum writing team to monitor and adjust the reporting procedure yearly.

The Associate Superintendent of Curriculum will ensure that all District curricula are developed and implemented according to District policy. The District will adhere to the practice of adopting curriculum as outlined in the Curriculum Advisory Council guidelines.

All instructional programs must come before the Curriculum Advisory Council before they can be implemented. The CAC members will then report back to their respective buildings regarding all proposed programs and return to the following CAC meeting with input from their buildings. The CAC minutes will be posted in each faculty conference area.

### **Section C: Distribution of Pilot Programs**

1. A pilot review committee will audit the number of district pilots and initiatives that are currently in place. The audit will be completed by June, 2010.
2. The pilot review committee members will consist of the Executive Director of Curriculum, and an equal number of principal representatives from elementary, middle, and high school, and RNEA appointed teachers from elementary, middle, and high school respectively.

3. Curriculum related pilots, initiatives, and programs will only be proposed during their in depth review year. Proposals must be approved by the pilot review committee for implementation during the in depth review year.
4. Exceptions for pilots, initiatives, and programs that are not in the in depth review year will be reviewed on a case by case basis by the pilot review committee.
5. The District will post information on the Insider that will explain the pilot process and results.
6. The District will publish articles as often as space permits in future issues of Inside Rockwood which explain how teachers can participate in pilot programs at their schools.

#### **Section D: Home School/TAG Center Schedules**

1. Instructional expectations between the home school and the TAG Center and resource teachers should be defined and published in each home school handbook for teachers and parents/students.
2. These instructional expectations, developed through a committee process with Association and teacher representatives, will be standardized for the District and distributed by the Superintendent of Schools.

#### **Article VII - Meeting Student Needs**

##### **Section A: Support in Meeting Student Needs**

To meet the needs of voluntary transfer and At-Risk students, support will be provided for classroom teachers.

1. At the request of the teacher, a new student will be tested in basic skills such as reading, language, and math. It is suggested that testing occur within two weeks of the student's entering the District.
2. In the elementary school, the reading teacher and the principal will be notified when remedial students exceed five in the classroom.
3. Counselors and support groups will work with voluntary transfer students and At-Risk students to develop empowering self-discipline skills which will increase the students' successes.
4. When a teacher's class reaches the number of Resource/Phase II students which reduces the students' chances for success, the teacher will notify the principal.

5. The principal will respond to the teacher in a timely manner regarding possible alternatives.
6. When adequate Special School District Early Intervening funds are available the At-Risk assistants will be hired to work directly with At-Risk students as defined by BOE REG 6270 under the direction of a classroom teacher.
7. It is recommended that the At-Risk assistants are duty free.
8. The At-Risk assistants will work with students who demonstrate At-Risk needs not being serviced by Special School District.

### **Section B: Class Size**

Along with the overall planning process, The Board of Education is committed to reducing class sizes within the financial constraints of the District.

A teacher who experiences difficulties with student/teacher ratio, equity of student distribution, and/or whose class(es) has exceeded the MSIP minimum standards should notify the counselor and principal. If the matter remains unresolved, then the principal will involve the appropriate school staff to brainstorm all possible options. If unable to resolve the problem at the building level, the teacher may discuss the problem with the Superintendent or designee to insure that all appropriate steps have been taken to address the issue.

Class sizes should be maintained at a student/teacher ratio that is conducive to student learning and success and that does not exceed the MSIP minimum standards.

At all levels, principals should strive to equitably distribute students into classes/sections, taking into consideration the numbers and types of students as well as the instructional environment intended to be created.

### **Section C: Collaborative Process for Student Assessment**

Recognizing the need to support the District's Mission Statement which focuses on results-oriented learning for students, the RNEA and Board agree to work collaboratively to develop multiple instruments for student assessment that will assist the District in evaluating instructional programs as well as developing public information that adequately gives an accounting of the District's instructional program in relation to student results. RNEA representatives participating in this collaborative process will be appointed by the RNEA President.

### **Section D: Enhancing the VICC Program**

1. A District-wide orientation meeting will be held in the city in August to recruit students and provide information regarding the start of school.

2. A District-wide pamphlet of information will be developed to put into parents' hands at the orientation meeting. The pamphlet would contain information pertinent to getting students off to a successful start in school such as: Information on deadlines, transportation, registration, Adventure Club, and steps for success in school.
3. In order to foster a positive relationship, taxi cab companies and the VICC bus transportation personnel will be invited to quarterly meetings to discuss and enhance the level of service.
4. The District will continue to encourage the development of a voluntary mentoring program in all middle schools which focuses on appropriate role models.
5. The PIE Program will actively pursue African-American in its pool of available presenters.
6. Curriculum planning and staff development will continue to support improvement of the VICC Program.
7. The use of the VICC Partnership Program will be actively encouraged.
8. Whenever possible, an exit interview will be held for all VICC students leaving the District.

#### **Section E: Crisis Intervention**

1. The Crisis Intervention Planning Committee will develop a communications plan each year to update all schools regarding the Crisis Intervention Manual.
2. Distribution of the condensed version of the Crisis Intervention Planning Manual will be included in the faculty handbook in each school.

#### **Section F: Student Behavior**

Principals will seek suggestions from teachers for the design and implementation of strategies to support the development of appropriate student behavior.

#### **Article VIII - School Day Defined**

#### **Section A: School Day Defined**

1. In addition to the regular hours of duty, attendance at meetings called by the principal's office or Central Office is considered a part of each teacher's professional responsibility. It is expected that adequate notice is given and that such meetings are held at reasonable times. Work on District-wide professional committees outside the regular school day will be voluntary.

2. Teachers will have a duty-free planning period except as required by the principal in special cases.

### **Section B: Duty-Free Lunch**

Teachers/librarians/counselors will be provided a minimum of 25 minutes of uninterrupted duty-free lunch excluding passing time.

## **Article IX - Duties Outside Regular School Day/ECA**

### **Section A: Supervision**

The ECA Committee will be reorganized into three subcommittees: elementary, middle school and high school with teacher and administrator representatives at each of these levels. It will be the responsibility of the ECA subcommittees to annually report to the full ECA committee, and the full ECA Committee to annually make recommendations to the Board of Education during second semester.

1. ECA rates will be developed through the recommendations of the ECA Committee. Since the ECA rates to be developed will be based on market comparison data, previously negotiated language that references indexing will no longer be applicable.
2. Members of the faculty serving as ticket takers, ticket sellers, game supervisors, dance supervisors, pep bus sponsors, etc., shall be compensated. The rate for supervisor compensation will be reviewed annually and set at a competitive rate. The following activities shall be compensated at differentiated rates:
  - Activities that occur after school.
  - For night events.
  - For Saturday events.
3. Pay for selected positions such as scorers and timers at athletic events will be reviewed by the administrator and athletic directors to establish an appropriate rate of pay for these responsibilities.

### **Section B: Extra Duties Not Compensated**

Reasonable professional expectations are those that benefit the school climate, parent communication, and student participation. Using a collaborative administrative/teacher process at the school level, such as the monthly RNEA/Administration meetings, reasonable professional expectations shall be identified at the start of the school year in order to allow for planning and scheduling both for the school administration and teaching staff. The identified expectations may include, but are not limited to, back to school night/orientation, transition activities for incoming students, curriculum night, open house, award events, graduation/promotion, and parent organization activities.

Reasonable expectations:

- shall be established and reported in writing to teachers.
- are duties beyond the contract that are not compensated for or require forfeiture of a teacher's personal plan time. (Note: Parent/Teacher Conferences *are* a compensated activity).

### **Section C: Contracts for Sponsoring Activities**

When a teacher is hired, he/she shall be informed that the extra-curricular commitment is considered part of the contract.

The sponsoring activity for teachers should be voluntary. However, this is not always possible. Should a teacher request a release from extra-curricular activities, the principal will make every reasonable effort to find a replacement. (Revised Superintendent's Forum 11/99)

The teacher is encouraged to put in writing to the building principal the request to be relieved of the extra-curricular activity. A copy of this request will be forwarded by the building principal to the Assistant Superintendent for Human Resources.

### **Section D: High School Zero Hour**

Teaching a zero hour should be voluntary. Should a teacher decline or request a release for a zero hour position, the principal will make every effort to find another teacher to fill the position.

The secondary ECA Committee will be charged with reviewing the Zero Hour stipend each year in conjunction with the work of that committee after 2010.

The process for Zero Hour hiring will follow these steps:

1. The principals post the assignment within his/her own building and attempt to fill the Zero Hour position from within the staff.
2. In the event that the position cannot be filled from within the building, the position would be sent out to the other high schools for potential interest. Anyone from another school who is interested must be able to complete the Zero Hour assignment and get to his/her own building in time to complete their full assignment.
3. If we are still unable to fill the position, HR identifies all eligible employees from the District and then determines who is available to complete the assignment without interfering with the teacher's individual building schedule.

In situations two and three, the individual would have to have a first period plan time for travel purposes.

## Article X - Professional Development

### Section A: Tuition Reimbursement/Staff Development

Teachers seeking tuition reimbursement for graduate credit hours earned as part of a BA/BS +15, MA/MS, MA/MS + 15 or MA/MS+ 30, PhD must submit a form Application for Course Approval and Tuition Reimbursement - Certified to the Assistant Superintendent of Human Resources /designee, illustrating the relevancy of the coursework in terms of enhanced classroom instruction, student achievement, certification in a critical teaching area, counseling, librarian, or administrative certification.

Courses will not be approved that present a random pattern or selection without a focus or relevancy that can be explained by the applicant to the District. Selection of courses should result in additional teaching or administration certifications, be related or expand upon the knowledge base of a current certification, or be demonstrably related to enhanced classroom instruction or student achievement.

The need for a statement to request tuition reimbursement will apply to teachers earning credit toward a BA/BS +15, MA/MS, MA/MS + 15 or MA/MS+ 30 and PhD beginning with college coursework in the fall 2006 semester.

Teachers are eligible for tuition reimbursement. The amount is based upon the current UMSL rate for three (3) graduate credit hours. **This does not apply to additional costs such as books, parking, student fees, etc.** This rate will be adjusted annually as the UMSL rate changes and will be established on July 1 of each fiscal year.

The school District is encouraged to continue the level of support that currently exists for professional development.

Principals will be asked to monitor staff development so that there is a continuity of instruction for the students.

1. Under certain circumstances where administration has identified the need for technical training, tuition reimbursement will be available for undergraduate courses when approved by the Associate Superintendent for Curriculum and School Leadership. This provision does not apply to the Tuition Reimbursement Fund. Credit hours earned cannot be applied for channel changes on the salary schedule.
2. Teachers may submit form for pre-approval which will be processed within 21 days. This pre-approval will guarantee payment on successful completion of course work.”
3. The PDC is encouraged to continue to evaluate the quality and the kinds of training required of teachers.

4. The District will coordinate in-service so as to minimize multiple teacher absences in a school. Building principals will be provided a quarterly report of leave activity related to staff development/conference days.

### **Section B: Communication for Staff Development**

In order to facilitate communication regarding staff development programs, the following actions will be taken:

The minutes of each Professional Development Committee meeting will be distributed and posted for faculty review in a timely manner in each building.

### **Section C: Teacher Attendance at Professional Seminar/Conference**

1. The Rockwood School District will recognize the importance of its teaching staff attending conferences and seminars to promote teacher's professional growth. The Rockwood School District will publish information pertaining to local, state, and national conferences and meetings in the bimonthly publication Inside Rockwood. There will be contact information included in a special form or box in the Inside Rockwood. The principal of each building will post information regarding the Network in a location where staff regularly confers. District coordinators will encourage interested teachers to attend worthwhile workshops and help the teachers find funding to attend.
2. The Rockwood administration and the RNEA will work together as a team to provide teachers the opportunity to attend the state NEA professional meetings when held in the St. Louis area.

### **Article XI - Teacher Evaluation**

On the Probationary Teacher Summative Evaluation Form, the recommendation regarding future employment will be marked to reflect the principal's recommendation based on teacher performance. In the event the probationary teacher is or could be recommended for non-renewal for a reason other than a performance-related issue, the teacher will receive notification on a separate document.

### **Article XII - Transfer Policy and Procedures**

#### **Section A: Transfer Process**

To implement the transfer process for regular teaching vacancies, certificated employees interested in a vacancy will be placed in the following groups:

#### **Round I**

Round I Candidates shall include:

- Current teachers with full time contracts

- Current teachers who have served two consecutive, full time, one-year only contracts (180+ days for both years) and are applying for a position their third year
- Current teachers with tenured, part-time contracts
- Employees on one-year only contracts, (who have not served two consecutive one-year only contracts), and current teachers with non-tenured part-time contracts (180 days) will be eligible to be interviewed in Round I at the discretion of the building principal.

For transfer purposes, Round I candidates may apply for all openings; and, if qualified, will be guaranteed the opportunity for a maximum of six interviews for a school year

Employees who are interested in a posted position must submit a Request for Transfer Consideration Form to the Human Resources Office within the posting guidelines. The Human Resources Office will notify the building principal of the transfer requests and the building principal will schedule interviews with the Round I candidates. Prior to Round I transfer interviews, an interview team is selected by the building principal (barring extenuating circumstances) which can have representation from different constituencies and/or job classifications (i.e. administrators, teachers, support staff or parents.) Following interviews, the principal will recommend a candidate to the Assistant Superintendent for Human Resources, or will determine not to recommend any Round I candidates and move to Round II. Round I candidates will be notified that they have not been offered the position by a building level administrator.

## **Round II**

Round II Candidates shall include:

- Current teachers employed with part-time contracts or one-year only contracts, appropriately certificated employees, including substitutes and other certificated employees, including substitutes and other certificated employees in support staff positions, plus other regular applicants from within the subject/position of the vacancy.

Rockwood employees considered Round II applicants should call to affirm their interest in a given position.

Candidates do not submit a Request for Transfer Consideration Form but are selected for interviews through the regular hiring process. Therefore, it is important for interested Round II applicants to keep their applications current in the Human Resources Office.

The Assistant Superintendent for Human Resources will evaluate applicants and determine those candidates who will be interviewed in Round II.

## Other Information/Procedures

### Qualifications:

Certificated employees applying for a regular teaching vacancy in Round I will be notified of qualifications for a posted vacancy. After reviewing the requests, if it seems evident that a transfer applicant lacks the appropriate certification or minimum qualifications for the position, the Assistant Superintendent for Human Resources will discuss this matter with the applicant to confirm the problem or determine if it has been alleviated. If confirmed, the candidate would not continue with the interview process.

### Postings:

Positions will be posted for three days until **June 20** or the last business day prior to June 20. Thereafter postings will be ASAP and guidelines for interviewing under Round I will be suspended.

### Filling Vacancies During the School Year:

As a general rule, shorter-term vacancies and extenuating circumstances occurring during the school year, such as maternity leaves, sick leave, and other absences of indefinite duration, may be filled directly by the Assistant Superintendent for Human Resources and the supervising administrator. Unless there are extenuating circumstances whereby the Superintendent determines it is for the welfare of all students to approve a transfer, vacancies occurring during the school term will normally be filled by appointing qualified substitutes or other regular applicants for these positions. These appointments will be considered temporary for the remainder of the school year only.

Vacancies which are filled temporarily during the year will then be posted as vacancies for the next school year, and teachers may submit Request for Transfer Consideration Forms and will be interviewed according to the provisions of Round I interviews.

### One-Year Only Contracted Teacher Transfer Procedures

- Current teachers who are in at least the second consecutive year of one-year only contracts and who have signed a one-year only contract for the next school year will be eligible to apply as a Round I transfer candidate for a regular contract teaching position through May 31<sup>st</sup>.

## Section B: Involuntary Teacher Transfers

Nothing in Regulation 4210, section entitled Administration-Initiated Transfer will change during the term of this Current Agreement with the addition of this sentence at the beginning of paragraph 8 in that section of the Regulation:

“Following the transfer procedures outlined, if it is determined that the proposed transfer is necessary, Rockwood School District will notify the teacher in writing.”

### **Article XIII - Traveling Teachers**

#### **Section A: Placement**

Traveling teachers will be assigned a home base school where they are paid and receive their summative evaluations. Traveling teachers will be expected to attend faculty meetings at the school where they end the day, except by mutual agreement between the traveling teacher and the principals.

#### **Section B: Home Base Defined**

The District will develop a system in which traveling teachers will be placed in schools within close proximity to one another, when possible, allowing for planning time and lunch time. Emphasis will be placed on planned communications among the building principals, subject area coordinators, and the Human Resources Office on the utilization of traveling teachers.

#### **Section C: Traveling Teacher Technology**

A laptop computer will be issued to any full time traveling teacher who spends less than three hours at any one school during a typical work day. The computer will be issued for use during the contract year only.

### **Article XIV - Participatory Management**

#### **Section A: Point Distribution/Utilization**

The District will encourage building principals to use staff input in considering the allocation of points at the building level and inform the staff of decisions based on that input.

#### **Section B: Participatory Management**

Standing building-level committees/subcommittees should be driven by the goals of the School Improvement Plan. The number of building-level committees should be appropriate to the tasks to be accomplished with well-defined goals and established timelines.

Non-standing building-level committees/sub-committees that require extensive work beyond the contract day, should be completed by teachers who volunteer for these tasks.

Teachers are encouraged to take part in participatory decision-making groups.

1. Participatory management will be used to assist in defining teacher responsibilities for before and after school activities and duties.
2. Through a participatory management process, teachers will be provided the opportunity for input regarding utilization of non-District funds raised at the building level. These funds do not include moneys associated with parent or student groups.
3. It is recommended that teachers appointed by the RNEA President be a part of the Finance Long Range Planning Committee.

### **Article XV - Calendar Committee**

The Calendar Committee will adhere to the following guidelines:

1. The Calendar Committee will consist of representatives of parents, community, teachers, support staff, and administrators. No fewer than four (4) members of the RNEA as submitted by the President of the Association will sit on the committee.
2. Rockwood staff will be notified of names of committee members, meeting dates, and any calendar information.
3. If the Committee deems necessary, a survey requesting suggestions and date preferences will be sent to all Rockwood staff. (This is not a vote on a particular calendar; instead, this survey will gather data regarding employee preferences for starting/ending dates, grade recording days, holiday breaks, etc.).
4. The Calendar Committee shall meet annually to create a calendar using survey information, Cooperating School District calendars, and legal obligations. Blank calendars will be available to facilitate the process of creating a school calendar.
5. The selection of the calendar to be presented to the Board shall be based on a consensus of the Calendar Committee.

### **Article XVI - Association Rights and Responsibilities**

#### **Section A: Dues Deduction/PAC**

1. Electronic Account Transfer: The Rockwood School District will provide for electronic transfer of dues and PAC contributions from its bank to the account of RNEA within one (1) working day of disbursement of paychecks.
2. The District will provide an opportunity for teachers to designate a sum via payroll deduction for contribution to RNEA-PAC.

3. A teacher seeking to join the association after the initial enrollment period of September 10 must submit a dues deduction authorization by the 10th day of the month, which shall be at the regular monthly dues rate. To meet the deduction deadline for summer payroll, the authorization must be submitted no later than May 10.

### **Section B: Release Time for RNEA President**

1. The president of the Rockwood National Education Association will be granted full-time release from all teaching and other District assigned duties during the two-year term of his/her office. The plan will be submitted to the Human Resources Department for review.
2. Sick days and personal days will be the equivalent of a full-time teacher. During the term of office, the president will continue to advance one step annually on the salary schedule and will be granted an equivalent number of years toward Rockwood's retirement.
3. Upon completion of his/her term of office, the president will be guaranteed a teaching position. Reasonable effort will be made to place the teacher back in his/her building.
4. Salary.  
The Association will notify the District and reimburse quarterly based upon one of the following options. The RNEA Board of Directors will determine the decision regarding which option will be selected at the beginning of each president's term.
  - a) The RNEA will reimburse the District the contract salary of the president. The District will pay the benefits including the District's portion of the retirement.
  - b) The District and RNEA will split all costs of the president and the replacement including benefits and retirement.
  - c) The RNEA will reimburse the RSD the cost (salary + full benefits) of the replacement teacher who enters the classroom of the President.
  - d) The RNEA will reimburse the RSD the cost (salary + full benefits) of the average new teacher salary (including one year only teachers).

### **Section C: District-Wide Committees**

The RNEA will be given the opportunity to be consistently represented on all District-wide committees.

## **Section D: Collaborative Process/Superintendent's Forum**

The Superintendent's Forum will be formed annually consisting of the RNEA President, the RNEA Vice-President, an RNEA designee, the Superintendent of Schools, the Assistant Superintendent of Human Resources, and the Associate Superintendent. The focus of this committee shall be to discuss and come to resolution on issues of concern regarding the Current Agreement or related items. This committee shall meet monthly. The RNEA and administration may each add one additional member who is designated as working closely with the teacher working condition issues. Membership should not exceed a total of eight (8).

## **Section E: Participation in Activities of the Professional Association**

The Association will be provided up to fifteen (15) professional leave days annually. These days will be used for Association business which supports and elevates the goals of the Rockwood School District. Under extenuating circumstances, this number may be increased with the approval of the Superintendent of Schools. Charges for those days defined as being used for District-supportive business may be waived by the Superintendent; for those not so defined, the Association will reimburse the District for the cost of the substitute. The Association will not be charged for attendance of the elected delegates to the Representatives' Assembly.

The number of days used for Association business will be increased from 15 to 23 during negotiation years. Under extenuating circumstances, the RNEA may use up to a total of 35 days to be used with only a notice to the Human Resource department through the automated sub-caller system. These additional days beyond 15 or 23 will be reimbursed from the RNEA to the Rockwood School District at the current substitute rate.

## **Section F: Communications**

The RNEA shall have uncensored use of mailboxes, email and other communication systems for communicating with bargaining unit members, except that the RNEA will not use the District's email accounts, mailboxes or other communication systems to advocate, support or oppose any ballot measure or candidate for public office.

The RNEA may use the District's email accounts to direct members to other RNEA-sanctioned websites, such as the RNEA web site, Zoomerang, etc. for all official RNEA business provided the incoming e-mail does not include a subject line or information that advocates, supports or opposes any ballot measure or candidate for public office.

The RNEA shall exercise good judgment, professionalism and ethical conduct in the nature of the materials distributed.

## Article XVII Teacher's Rights and Responsibilities

### Section A: Staff Morale

The RNEA and Board will examine and propose programs to reduce stress and promote high staff morale. It is recommended that this issue be a major agenda item for the monthly RNEA/Board collaborative meetings.

### Section B: Transporting of Students by Teachers

The RNEA and Board agree to research and publish a statement to all certified personnel which provides guidelines for those occasions when District personnel should/should not transport students. The statement will also include an explanation of the District's liability insurance coverage applicable to District personnel transporting students. The statement will be available on the District's intranet.

### Section C: Right to Representation

#### Teacher-Initiated Principal Conferences:

1. It is in the interest of the District to establish procedures to assist teachers who are experiencing job-related problems they consider significant, but which they are unable to resolve through their own resources.
2. Teachers may request a meeting with the building principal and select a non-participating observer to attend a conference to discuss the problems as perceived by the teacher. The non-participating observer may listen and take notes, but may not participate in the discussion of the issues. The observer may be a teacher from the same or another building within the District.
3. This procedure does not apply to the formal teacher evaluation conference(s) held by the principal or any follow up to the formal evaluation which may occur.

#### Administrator-Scheduled Conferences:

When an administrator schedules a conference with a teacher, the teacher will be informed of the nature/purpose of the meeting. The administrator will advise the teacher of his/her right to a silent observer. The teacher may request an observer to be present. Provided the issue to be discussed does not involve safety or security of District students, personnel or property, two days will be given to the teacher to obtain an observer if requested. The observer may be an association member and/or a Rockwood School District teacher. The observer will not have a speaking role, but will serve as an observer/recorder. The teacher must inform the administrator in advance that he/she will be bringing an observer. The conference may be extended beyond the normal contract day if the situation requires immediate resolution. This policy does not apply to the formative and summative evaluation conferences as per Policy/Regulation 4610.

### **Focused Improvement Plan (FIP):**

The purpose of a **FIP** is to assist teachers in correcting a documented deficiency and is not a disciplinary action. The development of a **FIP** is meant to be a collaborative effort; therefore, the principal should give adequate notice to the teacher of meetings to develop the contents of the plan. The teacher may request an observer be present. The ability to have an observer present should not be construed that the **FIP** conference or conferences are disciplinary. The observer may be an association member and/or a Rockwood School District teacher. The observer will not have a speaking role, but will serve as an observer/recorder.

### **Section D: Informal Problem Resolution/Communication**

Informal problem resolution should begin with direct communication between the parties involved and follow a reasonable procedure beginning at the lowest possible administrative level necessary to reach solution. This process should not be violated.

Informal problem resolution: In the spirit of teamwork, cooperation, and respect for others it is important that the professional staff shall not participate in activities that can be interpreted as harassment. Problems should be solved through informal problem resolution.

The Board and the RNEA agree that the word “voluntary” should be used with discretion. No teacher will be required to serve on a voluntary committee or participate in a voluntary activity.

Prior to responding to policy-based concerns or disseminating policy-based information, the RNEA leadership will verify the accuracy of that information. Current policy and regulations will be available on-line.

The Board and the RNEA agree that the best means for solving problems at the building level is through informal problem resolution using open and honest, face-to-face communication between teachers and administrators. When there is a failure to resolve problems on an informal basis, teachers have the right and the responsibility to seek assistance from the Rockwood NEA and the **Assistant Superintendent of Human Resources**.

### **Section E: Grievance**

1. During the length of this agreement Board of Education Regulation 4850 will not be amended or changed unless mutually agreed upon.
2. In addition, a grievant is obligated to exhaust his/her administrative remedies before pursuing a claim in court.
3. Alleged violations of the Current Agreement may be grieved.

## **Section F: Balance Between Professional and Personal/Family Obligations**

Educators have the professional responsibility to be involved in school activities, and their participation is valuable. Educators also have personal/family responsibilities requiring their attention. Acknowledging these two areas of responsibility, the Board and the RNEA will promote a balance between professional and personal/family obligations.

## **Section G: Certification**

The following information will be communicated with teachers:

### Notification Steps Certification Renewal

1. Approximately two months prior to the expiration date of a teacher's certificate, Central Office sends a written notification to the teacher. The specific expiration date is listed on the memo. The teacher is requested to contact Human Resources regarding the progress on their renewal process. Teachers with summer expiration dates receive a written notice as well as a reminder sticker on their contract.
2. If a teacher has not responded to the memo, Human Resources contacts the teacher by phone to get a progress report.
3. Human Resources works closely with teachers who have concerns regarding their ability to meet the renewal requirements.
4. The employee's original Missouri teaching certificate will be returned, if requested, to the employee when leaving the District. The employee must come in person to the office of Human Resources and sign for a receipt of their certificate.

## **Section H: Resignation of Contract**

The District will accept resignations for the succeeding school year without restriction, if tendered prior to June 2. Resignations tendered after June 1 will be accepted subject to the availability of a suitable replacement for employment by the District.

In addition, if a teacher resigns after July 1, a penalty of \$500 may be assessed. Extenuating circumstances should be reviewed with Human Resources.

## **Section I: Absences**

The administration and the RNEA will work cooperatively to communicate to staff members the importance of regular attendance during April and May. It is important that the following be done in a professional, positive manner:

1. After the Spring Break of each year, the RNEA will send a reminder to their membership about the difficulty of obtaining high quality substitutes during the spring and the positive impact that their attendance has on student achievement.
2. The Superintendent will address an e-mail to all teachers at the end of March reminding them of the importance of being at school every scheduled workday and the benefit for student achievement.
3. The Superintendent or his designee will discuss this issue with principals at their monthly meetings. Statistics on leaves by building will be distributed followed by discussion in subsequent months of the causes behind the number of absences and the impact on students.
4. The SubFinder office will send out messages to substitutes concerning the bonus for working extra days in April/May and stressing the importance of substitutes being available to meet the demands.

### **Section J: Communication**

The RNEA and administration agree that pro-active, on going, two-way communication is essential in ensuring that administrators, teachers, parents and students work together as a team. By building a strong partnership with parents, we increase our ability to assist all students in achieving academic success. Because good communication is vital to this partnership, the revised teacher evaluation instrument will clearly define expectations for school/home communication.

In accordance with common business practice, typically RSD employees will return e-mails and phone calls within 24-48 hours, excluding weekends, holidays and absences. This standard will be shared with parents in a multitude of ways, including school web-sites, District web-sites, teacher web-sites (if applicable), newsletters, comments at Parent Meetings, Open Houses and conferences, etc.

### **Section K: New Teachers**

Upon hiring, new employees will receive a Welcome to Rockwood packet from human resources that will include the following:

1. School calendar and daily school schedule
2. Summer workshop booklet with registration instructions
3. Welcome to the building letter with principal contact information, counselor information, school colors and mascot, etc.
4. Welcome letter or packet from RNEA President.

## **Article XVIII - Facilities and Resources**

### **Section A: Custodial and Maintenance Services**

Time will be allocated in staff meetings in each of the buildings throughout the year in which the Director of Facilities Services will be available to listen to concerns and provide responses to questions asked regarding custodial and maintenance services.

An annual custodial survey will be sent to all employees of the District. This survey will include a statement regarding reasonable expectations for custodial services in regards to duties performed and regularity of such duties. Survey data will be disaggregated by building and shared with principals. Principals will subsequently share the information at the next monthly RNEA – Principal meeting. Annual communication will be made to teachers by the RSD facilities department regarding possible signs of mold in the classroom as well as steps the District will take if mold is suspected.

### **Section B: Phone Accessibility**

A minimum of one phone per every twenty teachers will be available in all middle schools and high schools by the conclusion of the 2008-09 school year. These phones will be in private or semi-private areas that do not allow student access. A minimum of three phones will be available for teacher use in all elementary schools by the conclusion of the 2009-10 school year. These phones will be in private or semi-private areas that do not allow student access.

## **Article XIX - Working Conditions**

### **Section A: Orientation Days**

In years when there are five orientation days provided, one will be designated for a teacher workday and will be placed on the first day of second semester.

The contractual teacher orientation days prior to the opening of school will be organized as follows:

- one-half days District curriculum/in-service
- 1 day (not the day before school starts) District-wide orientation
- 1 day building meetings
- 1 full-day and 2 one-half days teacher work days

When the MNEA Fall Conference is held in St. Louis, school will not be in session. One of the orientation days designated for a teacher work day will be substituted for an MNEA conference day. Teachers choosing not to attend the MNEA conference on the contracted day may attend District meetings, staff development, participate in curriculum writing, or work in their classroom.

## **Section B: Professional Development for Teachers in Years One through Three**

All teachers in years one, two and three will participate in 15 hours of professional development each year beyond the contract of 190 days. Teachers will have options to attend this training during the summer or after regular school hours during the school year. Teachers will be compensated for these hours at the current participant's hourly rate for professional development. In addition, first year teachers will be required to participate in three additional days of summer professional development without compensation. Implementation will begin with first year teachers of 2009-10.

In addition to all regular classroom teachers, these additional professional development hours will be required for Technology Resource teachers, Reading Intervention teachers, Reading Strategies teachers, Early Childhood teachers, CCL teachers, Librarians, Counselors, Literacy Coaches, Instructional Coaches Speech-Language Pathologists and Psychometrists.

## **Section C: MNEA Fall Conference**

Teachers will provide to the building principal a proof of participation at MNEA conference or other appropriate educational staff development activities. Teachers working in the building should check in with the building principal.

## **Section D: Grades/Parent-Teacher Conferences**

Grades for middle and elementary schools are due five working days after each quarter. If three hours of recording time is scheduled for middle or elementary schools for a given quarter, grades will be due three working days after that quarter ends. A maximum of six hours per school year may be scheduled.

Grades for high school are due five working days after first and third quarter. High school grade sheets will be due three (3) working days after the last day of each semester.

The department of School Leadership and Curriculum will copy and send procedures to all administrators and registrars prior to the start of school.

Parent teacher conferences should be held at a time that most benefits students; no sooner than three (3) weeks from the start of the quarter and no later than three (3) weeks after the quarter ends.

## **Section E: Teacher Assessment of School Learning Climate**

Consistent with the mission of the school district, building principals will conduct annual surveys of the staff for the purpose of assessing the school's learning climate. Data will be reported to the building principal's supervisor and the building's school improvement team.

## **Section F: Discipline**

All building and District discipline policies will be communicated to teachers through in-service programs. Individual buildings will develop strategies through the participatory management process to maximize teacher efforts in discipline.

## **Section G: Program Follow-Through**

It shall be the responsibility of the facilitator of any program to provide for the follow-through, recognizing that the primary responsibility of the teacher is to teach and not be burdened with excessive/unnecessary reporting.

## **Section H: Middle School Issues**

It should be recognized that the programming needs of middle schools demand point allocation necessary to maintain equity in the middle school program in the District. An on-going Middle School Steering Committee of administrators, middle school teachers, and a Central Office administrator will be established to regularly evaluate the program and provide recommended solutions to identified concerns. The members of this committee will be chosen by the Superintendent and RNEA President.

1. As part of updating curriculum, instructional time management will be considered as it relates to middle schools.
2. When supply issues are being decided at the middle school level, consideration will be given to supporting project-oriented curriculum.
3. The District will continue to encourage middle schools to develop flexibility in their advisory program and provide staff training with opportunities to share.
4. Curriculum planning for the Middle School Advisory Program will be incorporated into the District process for curriculum development and review.

## **Section I: Assignment of Part-Time Teachers**

The Assistant Superintendent of Human Resources will interact with the building principals affected by the assignment of part-time teachers to develop the most efficient schedule possible for the District and teachers involved. When possible and to the mutual benefit of teachers and the District, full-time positions will be created.

## **Section J: Elementary Library Staffing**

Elementary libraries currently have full-time library aides. These aides are an integral part of the library function. Classroom teachers need not be present in the library when aides are in charge. Substitutes for librarians and aides will be hired

as needed so that all libraries remain open. Every attempt will be made to provide a pool of trained substitutes for the library.

**Section K: Changes to Contractual Time**

Any changes to the contractual time obligations of teachers shall be the result of a formal negotiation process between the District and the RNEA.

**Section L: Teacher Expectations: Elementary and Middle School Records Day**

In years when the first day of the second semester is not a teacher work day, the last day of first semester will be an early release day for elementary and middle schools for the purpose of teacher records day.

**2010-11 TEACHERS SALARY SCHEDULE ROCKWOOD SCHOOL DISTRICT**

<b>STEP</b>	<b>BA</b>	<b>STEP</b>	<b>BA+15</b>	<b>STEP</b>	<b>MA</b>	<b>STEP</b>	<b>MA+15</b>	<b>STEP</b>	<b>MA+30</b>	<b>STEP</b>	<b>DOCTORATE</b>
01	\$38,794	01	\$39,544	01	\$40,544	01	\$41,244	01	\$42,844	01	\$44,144
02	\$39,319	02	\$40,044	02	\$41,444	02	\$42,044	02	\$43,694	02	\$44,944
03	\$39,869	03	\$40,569	03	\$42,394	03	\$42,844	03	\$44,544	03	\$46,044
04	\$40,519	04	\$41,094	04	\$43,394	04	\$43,744	04	\$45,394	04	\$47,044
05	\$41,169	05	\$41,794	05	\$44,394	05	\$44,944	05	\$46,594	05	\$48,244
06	\$41,819	06	\$42,669	06	\$45,544	06	\$46,344	06	\$47,994	06	\$49,644
07	\$42,544	07	\$43,644	07	\$46,994	07	\$47,794	07	\$49,444	07	\$51,244
		08	\$44,744	08	\$48,444	08	\$49,444	08	\$51,169	08	\$53,044
		09	\$45,844	09	\$49,944	09	\$50,994	09	\$52,994	09	\$54,944
		10	\$46,994	10	\$51,344	10	\$52,594	10	\$54,744	10	\$57,244
		11	\$48,194	11	\$53,069	11	\$54,244	11	\$56,469	11	\$59,294
		12	\$49,519	12	\$54,794	12	\$55,994	12	\$58,244	12	\$60,644
		13	\$51,344	13	\$56,544	13	\$57,794	13	\$60,144	13	\$62,244
				14	\$58,269	14	\$59,594	14	\$62,294	14	\$64,294
				15	\$60,094	15	\$61,444	15	\$64,594	15	\$66,494
				16	\$62,194	16	\$63,494	16	\$66,894	16	\$68,844
				17	\$64,144	17	\$65,594	17	\$69,144	17	\$71,244

**OFF SCHEDULE**

	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>DOCTORATE</b>
L11	\$42,544	\$51,344	\$65,416	\$66,895	\$70,516	\$72,658
L10	\$42,544	\$51,344	\$66,717	\$68,349	\$71,766	\$74,112
L09	\$42,544	\$51,344	\$67,839	\$69,547	\$73,041	\$75,208
L08	\$43,671	\$54,043	\$70,032	\$72,097	\$74,979	\$77,656
L07	\$44,227	\$54,706	\$72,454	\$74,775	\$77,784	\$79,655
L06	\$45,287	\$56,313	\$75,514	\$77,758	\$80,742	\$82,654
L05	\$53,064	\$58,200	\$80,232	\$81,660	\$84,184	\$85,612
L04	\$57,634	\$59,908	\$82,527	\$84,210	\$87,117	\$88,596

After spending a year at the top step of a channel, teachers will be moved "Off Schedule" to a longevity step. A teacher's first year placement off schedule will place them in a "class" with other teachers also reaching that step that year (consider it being the class of '05, '06, '07, etc.) Longevity steps will be identified by the year in which the teachers entered that step. For example, teachers entering the longevity step during the 2003-2004 school year would be placed on step L 04, those in 2004-2005 as L 05, etc. Teachers will remain in that "class" and on the same "L" step as long as they are placed on that channel. In the event that a teacher on the BA or BA+15 channel accrues sufficient graduate credit for a channel change, the teacher will revert back to the last step on his/her channel and will move horizontally one channel and vertically one step. If the salary at the resulting new step is less than the salary on the teacher's previous longevity step, the teacher will be advanced the minimum number of steps needed to result in an increased salary for the teacher. From that point, the teacher will resume advancement at the rate of one step for each full-time year of experience.

Starting with the 2008-09 salary schedule, and in subsequent years thereafter the BA L09 through BA L11 steps will be identical to the BA step 07 salary. Starting with the 2008-09 salary schedule, and in subsequent years thereafter the BA+15 L09 through BA+15 L11 steps will be identical to the BA+15 step 13 salary.

At the conclusion of the 2011-12 school year (June 30, 2012) until a successor agreement has been negotiated and approved, all provisions of the Current Agreement including the existing salary schedule, without salary step increases, shall remain in effect.

**2011-12 TEACHERS SALARY SCHEDULE ROCKWOOD SCHOOL DISTRICT**

STEP	BA	STEP	BA+15	STEP	MA	STEP	MA+15	STEP	MA+30	STEP	DOCTORATE
01	\$39,097	01	\$39,847	01	\$40,847	01	\$41,547	01	\$43,147	01	\$44,447
02	\$39,622	02	\$40,347	02	\$41,747	02	\$42,347	02	\$43,997	02	\$45,247
03	\$40,172	03	\$40,872	03	\$42,697	03	\$43,147	03	\$44,847	03	\$46,347
04	\$40,822	04	\$41,397	04	\$43,697	04	\$44,047	04	\$45,697	04	\$47,347
05	\$41,472	05	\$42,097	05	\$44,697	05	\$45,247	05	\$46,897	05	\$48,547
06	\$42,122	06	\$42,972	06	\$45,847	06	\$46,647	06	\$48,297	06	\$49,947
07	\$42,847	07	\$43,947	07	\$47,297	07	\$48,097	07	\$49,747	07	\$51,547
		08	\$45,047	08	\$48,747	08	\$49,747	08	\$51,472	08	\$53,347
		09	\$46,147	09	\$50,247	09	\$51,297	09	\$53,297	09	\$55,247
		10	\$47,297	10	\$51,647	10	\$52,897	10	\$55,047	10	\$57,547
		11	\$48,497	11	\$53,372	11	\$54,547	11	\$56,772	11	\$59,597
		12	\$49,822	12	\$55,097	12	\$56,297	12	\$58,547	12	\$60,947
		13	\$51,647	13	\$56,847	13	\$58,097	13	\$60,447	13	\$62,547
				14	\$58,572	14	\$59,897	14	\$62,597	14	\$64,597
				15	\$60,397	15	\$61,747	15	\$64,897	15	\$66,797
				16	\$62,497	16	\$63,797	16	\$67,197	16	\$69,147
				17	\$64,447	17	\$65,897	17	\$69,447	17	\$71,547

**OFF SCHEDULE**

	BA	BA+15	MA	MA+15	MA+30	DOCTORATE
L12	\$42,847	\$51,647	\$65,730	\$67,209	\$70,830	\$72,972
L11	\$42,847	\$51,647	\$67,027	\$68,536	\$72,229	\$74,414
L10	\$42,847	\$51,647	\$68,354	\$70,018	\$73,504	\$75,897
L09	\$42,847	\$51,647	\$69,498	\$71,241	\$74,804	\$77,015
L08	\$44,411	\$55,427	\$71,735	\$73,842	\$76,781	\$79,512
L07	\$44,972	\$56,103	\$74,206	\$76,573	\$79,642	\$81,551
L06	\$46,043	\$57,742	\$77,327	\$79,616	\$82,659	\$84,610
L05	\$53,898	\$59,666	\$82,139	\$83,596	\$86,171	\$87,627
L04	\$58,514	\$61,409	\$84,480	\$86,197	\$89,162	\$90,670

After spending a year at the top step of a channel, teachers will be moved "Off Schedule" to a longevity step. A teacher's first year placement off schedule will place them in a "class" with other teachers also reaching that step that year (consider it being the class of '05, '06, '07, etc.) Longevity steps will be identified by the year in which the teachers entered that step. For example, teachers entering the longevity step during the 2003-2004 school year would be placed on step L 04, those in 2004-2005 as L 05, etc. Teachers will remain in that "class" and on the same "L" step as long as they are placed on that channel. In the event that a teacher on the BA or BA+15 channel accrues sufficient graduate credit for a channel change, the teacher will revert back to the last step on his/her channel and will move horizontally one channel and vertically one step. If the salary at the resulting new step is less than the salary on the teacher's previous longevity step, the teacher will be advanced the minimum number of steps needed to result in an increased salary for the teacher. From that point, the teacher will resume advancement at the rate of one step for each full-time year of experience.

Starting with the 2008-09 salary schedule, and in subsequent years thereafter the BA L09 through BA L12 steps will be identical to the BA step 07 salary. Starting with the 2008-09 salary schedule, and in subsequent years thereafter the BA+15 L09 through BA+15 L12 steps will be identical to the BA+15 step 13 salary.

At the conclusion of the 2011-12 school year (June 30, 2012) until a successor agreement has been negotiated and approved, all provisions of the Current Agreement including the existing salary schedule, without salary step increases, shall remain in effect.





**ROCKWOOD SCHOOL DISTRICT  
INTEREST-BASED BARGAINING (IBB)  
GROUND RULES  
2009-2010**

**1) Purpose, Goals, General Procedures**

ITEM	DATE(S)	LOCATION	TIME
Ground Rules Review and Approval	March/April 2009	Completed	Completed

**Purpose**

The Rockwood Board of Education, Administration, and RNEA aspire to arrive at a mutually satisfactory document setting forth the terms and conditions of employment for members of the unit of employees represented by the RNEA. The procedures set forth below are intended to improve the bargaining process by enhancing communications between the parties and creating an environment characterized by mutual respect, trust, and confidence. The Board of Education reserves throughout the process their legal rights and obligations under Missouri Law to be fiscally responsible to their constituents.

**Goal**

The goal of the IBB process is to arrive at a Current Agreement that will be submitted to the Board of Education and the RNEA for final approval. With the completion of the 2009-10 IBB process, a new Current Agreement will become effective beginning July 1, 2010.

**Costs for the Process**

All costs incurred during the process will be equally split for payment between the Rockwood School District and the Rockwood National Education Association.

- Costs for substitute teachers will be paid by the Rockwood School District.

Each Committee will be allocated two (2) days (regular school days) of release time for research that may be required. One teacher may use both days, or both days may be divided among several teachers on the Committee. This cost will be covered by the Rockwood School District.

## **IBB Teams**

The following is a listing of the membership on the IBB teams for the Rockwood School District and the Rockwood National Association Education (RNEA):

- Eight (8) representatives from the RNEA
- Eight (8) representatives from the Rockwood School District administration
- One (1) facilitator (From the Administration and Board of Education) and one (1) facilitator (From the RNEA) or
- One (1) facilitator that will represent both the Administration, Board of Education and the RNEA.
- Maximum of four (4) consultants (two for Rockwood NEA and two for the Rockwood School District).

All Board of Education members will be involved in the process for the Training Session and the Communications Lab. All members of the IBB process will be required to attend the Training Session and Communications Lab.

## **Role of Facilitators**

The outside process facilitators will assist and guide the group during the IBB Process activities including the Training Sessions, Communications Lab, Report – Out and Final Issue(s) Resolution. The facilitator will deal with process issues only and will not be involved in the discussion or resolution of the content of the Communications Lab issues or Report – Out Resolutions. The facilitator will work together to develop the agenda for each session based on input from the Assistant Superintendent – Human Resources and the RNEA Bargaining Chair.

## **Communication**

All communication during the IBB process is limited to information shared between IBB team members. No communication may take place outside of the IBB team during the IBB process, except in the following circumstances:

- A committee calls upon outside people for information and research related to their committee.
- The RNEA IBB Team may communicate with the currently elected RNEA Executive Board of Representatives and its attorneys.

- The Rockwood Administrative IBB Team may communicate with the currently elected Rockwood Board of Education and its attorneys.

Upon the reaching of an agreement all release of information with regards to the agreement will be provided to the RNEA membership, patrons, public, press etc. based on an agreed to timeline of the RNEA Bargaining Chair and Rockwood Superintendent. No information will be made public until the RNEA has held/scheduled its first ratification meeting with its membership. This meeting will be scheduled at the earliest possible time following the reaching of an agreement.

## 2) IBB Training Session

ITEM	DATE	LOCATION	TIME
Training Session* (new/all members)	November 2, 2009	Pevely Farms	5:00 p.m.

The purpose of the training session is to provide all participants in the process with knowledge and experience regarding IBB philosophy, ground rules, process steps, skill requirements, team building, conflict resolution, consensus seeking, communication processes, etc., appropriate for negotiations intended to be collaborative, integrative, and non-adversarial.

\* Dinner provided

## 3) Communications Lab – Presentation of Interest Statements

ITEM	DATE	LOCATION	TIME
Communications Lab** (Issues Clarification)	November 19, 2009	Crestview Middle School	4:00 p.m.

The purpose of the Communications Laboratory is to seek mutual understanding of the issues to be addressed, clarify issues, combine issues when possible and appropriate, and assign issues to committees.

Prior to the Communications Laboratory, the participating groups meet separately to prepare sets of interest statements that reflect concerns of members of the group(s) represented. The RNEA will collect their issues and present the issues in one set. The Board and Administration will collect their issues and will present their issues in one set.

Except for an emergency, all IBB members, Board of Education members, RNEA President, and Superintendent are expected to attend the Communications Lab.

Upon completion of the communications lab, interests will be shared with the public.

\*\*Meals provided

## **Interest Statement Presentation**

All interest statements will be posted on the wall before the meeting begins. Postings of the questions will be on standard easel chart paper to provide clarity of focus and one handout of record that states the issues and leaves space for note taking.

The total number of interest statements for each side will be tallied. If an equal number of interest statements are presented, presentation will alternate between each group. If unequal, interest statements will be presented on a prorated basis so each side will conclude evenly.

A representative from each group will read the interest statement aloud, provide explanation of statement, and then ask if there are questions or clarifying comments.

Time will be given to clearly define and clarify the issue before proceeding to the next issue.

If the facilitator or the IBB Team determines that there are issues that could be combined, it will be noted on the easel paper.

Issues will then be assigned to a committee(s) by the RNEA bargaining chair and the RSD Assistant Superintendent of Human Resources.

Issues will be assigned to no more than three (3) or four (4) committees.

The IBB Team will remain in session until all interest statements have been clarified and assigned to a committee. Except for an emergency, all IBB Team members are expected to remain with the group until adjournment.

Committees will be formed and hold their organizational meeting before adjournment of the Communications Lab. Each committee will select their chair/spokesperson and recorder at this time. In addition, any further clarification of issues will occur within this subcommittee meeting so that appropriate research can commence. No new interest statements may be introduced on the day of the Communications Lab; only those interest statements agreed to by the representatives prior to the meeting.

## **4) Committee Meetings**

During the implementation of the committee phase of the IBB process, the committees will meet following the Communications Lab in which the interest statements have been shared and the scheduled Report – Out Session. Committees will proceed as follows:

Committees will meet for a two day intensive bargaining session on December 7 and 8. These days will be dedicated entirely to bargaining, with committee work and team work scheduled throughout each day. Meetings will be held at a mutually-agreed upon location that allows for intensive, uninterrupted work. During these days, consultants will be available for consultation, as will any district personnel that may be needed to accomplish research.

Following the committee meetings, minutes will be developed and sent to subcommittee members to be approved. Upon approval, copies of minutes will be provided to the RNEA bargaining chair and RSD Assistant Superintendent of Human Resources. Committees need to work as a committee of the whole to discuss assigned interest statements and to develop agreements for the assigned interest statements. However, individual members of the committee may be assigned specific research responsibilities which should be reported to the entire committee. Interest statements assigned to a committee should not be divided among committee members to determine agreements for the committee.

All committees are empowered to develop a consensus resolution. All resolutions are tentative pending consensus approval of the joint RSD / RNEA IBB committee.

Committee meetings are closed to all but committee members. Except in the following circumstances:

- Others can be invited by the consensus of the group for the purpose of information gathering.
- The Rockwood School District Superintendent along with the RNEA bargaining chair may at their discretion sit-in on committee meetings without prior invitation from the committee. With the permission of the committee members the superintendent and the bargaining chair may take part in committee discussions. This is to only be done when both the superintendent and the bargaining chair are both present.

Each committee will convene to write the final language for each issue to be presented in the Report-Out Session using the Report-Out form. Language will be taken from the report-out form to comprise the Current Agreement. However, the IBB Team may designate one person to organize the reports into one Current Agreement for review.

**Committee Mid-Process Report-Out**

ITEM	DATE	LOCATION	TIME
Committee Mid-Process Report-Out	January 7, 2010	Crestview Middle School	5:00 p.m.

Presentation will take place at the work session of the scheduled Board of Education meeting.

Purpose:

1. Present tentative agreements or share work done and current status on outstanding items
2. Allow for clarifying questions
3. Send issues back to subcommittee for continued work as needed. This subcommittee work will take place in a one-day intensive format on February 1, 2010.

### **Five on Five Committee**

ITEM	DATE	LOCATION	TIME
Five on Five	February 1, 2010	TBD	TBD

Any unresolved issues that remain after the Mid-Process Report Out will be sent to the Five on Five committee. The RNEA and Rockwood School District will each be represented by any five members from the original negotiations team or consultants. This meeting will be a full-day intensive negotiations session. Facilitators will not be utilized at this meeting.

### **Committee Final Report-Out**

ITEM	DATE	LOCATION	TIME
Committee Final Report-Out ***	February 11, 2010	Crestview Middle School	6:00 p.m.

Purpose:

1. Present tentative agreements or share work done and current status on outstanding items
2. Allow for clarifying questions
3. Post issues and allow for IBB team members to make posted comments
4. Send issues back to subcommittee for continued work as needed

The time for the reporting session will be from the agreed starting time until all committee reports have been completed, and all unresolved issues, if any, have been assigned to the Five on Five committee. Only the final report from each committee will be used as a handout.

Facilitators will be involved in this stage of the process, but will deal only with the interpretation of protocol and group process.

There can be no caucuses.

Except for an emergency, all IBB members, Board of Education members, RNEA President, and Superintendent are expected to attend the Committee Final Report-Out.

\*\*\* Meal(s) and release time provided as needed.

### Final Issues Resolution

ITEM	DATE	LOCATION	TIME
Final Issue(s) Resolution ****	February 12, 2010	TBD	TBD

Unresolved issues, if any, will be addressed in a Final Issues Resolution Meeting at the designated date and time. All IBB team members who serve on committees that have not come to resolution will be required to attend this meeting unless depending on the option agreed to resolve the issue by the IBB Team does not require their presence. Committees and members who have reached resolution will not need to attend this meeting but are invited to do so but may not take part in discussions.

Unresolved issues will be resolved in the following ways:

- Any issues unresolved by the IBB Team may be addressed by a sub group consisting of:

Superintendent	President – RNEA
Associate Superintendent	RNEA Bargaining Chair
Asst. Supt. – Human Resources	Bargaining Team Member

This process may extend beyond the Final Issues Resolution Meeting but will need to be resolved before ratification.

- Any issues unresolved by the IBB Team may be addressed by the original committee members along with the Superintendent and the Bargaining Chair, who will become full active members of the committee.

This process may extend beyond the Final Issues Resolution Meeting but will need to be resolved before ratification.

\*\*\*\* Select Committees as needed. Attendance will be resolved after report-out meeting as to who is required to attend this session.  
Meal(s) and release time provided as appropriate.

**5) Development and Ratification of the Current Agreement**

ITEM	DATE	LOCATION	TIME
Ratification	February 16-24, 2010		
Board of Education Approval	February 25, 2010	Crestview Middle School	6:00 p.m.

Current Agreement language will be developed from the report out forms. A complete memorandum will then be compiled by the RNEA bargaining chair and RSD Assistant Superintendent of Human Resources to be shared with all members of the IBB team. The fundamentals of the agreement will be agreed upon at the final issues resolution session. The RNEA bargaining chair and RSD Assistant Superintendent of Human Resources will have the next working day to complete memorandum wording.

The RNEA will schedule meetings with its membership, prior to the Board of Education’s meeting, to review, discuss, and consider the Current Agreement. The IBB process requires the Current Agreement to be accepted or rejected as a package by the RNEA membership, and cannot be modified in the ratification process.

The Current Agreement will be considered by the Board of Education at the next regular Board of Education meeting. The Board reserves the right to accept or reject the proposed Current Agreement in accordance with its authority under Missouri Law. If the Board of Education rejects the Agreement, they may seek modification by requesting to re-open the negotiations process.

**6) Steering/Assessment Committee**

An Assessment Committee comprised of three (3) representatives from the RNEA, the Superintendent, the Assistant Superintendent of Human Resources, and the Board of Education President will have the responsibility to review the IBB process and make changes/modifications to the process for the next negotiations cycle. The revised process will be reviewed with the Board of Education, Superintendent’s Cabinet, and the RNEA Executive Board.

The Assessment Committee will preferably meet within two (2) weeks of the ratification of the agreement by the RNEA and the Board of Education. If the two-week time frame cannot be fulfilled, the committee should meet before the conclusion of the summer break of the school year of the bargain.

## Rockwood School District Interest-Based Bargaining Teams for 2009-10

<b>Rockwood National Education Association</b>	<b>Rockwood Administration</b>
<b>John Johnson</b> Rockwood Summit High School	<b>Shirley Broz</b> Executive Director of Finance
<b>Eddie Mattison</b> Kehrs Mill Elementary School	<b>David Cobb</b> Principal, Bowles Elementary School
<b>Kevin McColgan</b> Crestview Middle School	<b>Karen Hargadine</b> Principal, Fairway Elementary School
<b>Eileen Smith</b> Rockwood Summit High School	<b>Andrew Loiterstein</b> Principal, Rockwood Valley Middle School
<b>Maureen Smith</b> Fairway Elementary School	<b>Carrie Luttrell</b> Executive Director Curriculum, Instruction and Assessment
<b>Becky Spease</b> Green Pines Elementary School	<b>Kelvin McMillin</b> Assistant Superintendent Human Resources
<b>Paul Stanley</b> Eureka High School	<b>Becky Pitzer</b> Coordinator Benefits Human Resources
<b>Michelle Westenhaver</b> LaSalle Springs Middle School	<b>John Shaughnessy</b> Principal, Lafayette High School

<b>RNEA Consultants</b>	<b>Rockwood Administration Consultants</b>
<b>Suzanne Dotta</b> RNEA President	<b>Craig Larson</b> Superintendent of Schools
<b>Bob George</b> NEA Uniserve Director	<b>Scott Spurgeon</b> Associate Superintendent

<b>Facilitator</b>
<b>Sharmon Wilkinson</b> Clayton School District