

**Memorandum of Understanding between
Belton Educational Support Personnel and
Belton School District #124
2022-2023**

This Memorandum of Understanding is entered into the 30th day of June, 2022 by and between the Board of Education of Belton School District #124 (hereinafter referred to as the “Board”) and the Belton Educational Support Personnel/Missouri National Education Association (hereinafter referred to as the “Belton ESP/MNEA”). The Memorandum includes the salary schedule adopted on June 30, 2022.

Article I – Recognition

The Board recognizes the Belton ESP/MNEA as the exclusive bargaining representative for all clerical employees of the Belton School District #124, paraprofessionals, school nurses, and secretaries; excluding supervisors, central office secretaries, and all other employees of the Belton School District #124, said unit having been certified by the Missouri State Board of Mediation in Case No. 81-015 on May 19, 1982.

Article II – Definition of Employee

The term “employee” when used hereinafter in the Memorandum of Understanding shall refer to all bargaining unit employees represented by the Belton ESP/MNEA.

Article III – Check Off

Upon receipt of valid written authorizations the Board agrees to deduct Belton ESP/MNEA dues on a monthly basis from the paychecks of employees wishing such deduction. Such authorization shall be continuous unless revoked in writing prior to September 1 of the current school year. The Belton ESP/MNEA agrees to hold the Board harmless for any damages arising out of any legal action by an employee contesting any application of this procedure.

Article IV – Belton ESP/MNEA Access

Representatives of the Belton ESP/MNEA shall be permitted to transact official business on school property and use school facilities on the same basis as all other employee groups.

Article V – Board Policies

It is understood that official school board policies control the operation and administration of the school district. Prior to the execution of the original Memorandum of Understanding between the parties the Board was free to deal with its employees as it saw fit except to the extent it was controlled by federal, state, or local laws. The board retains the right to promulgate appropriate policies and manage the school district without interference except to the extent it has specifically agreed to limit that right by some specific provision of this Memorandum. All previous Board policies and procedures remain in full force and effect except as specifically

modified by the terms of this Memorandum; said policies are subject to modification by the Board, provided that the board will not make or alter a policy in such a way as to be contrary to a specific term of this Memorandum.

Article VI – Layoff and Recall

If it becomes necessary to reduce the workforce, employees will be laid off in the order of seniority if, and only if, all other things, including but not limited to skill, ability, qualification and attendance records are equal. Affected employees will be given notice of layoff as soon as practicable. Employees shall be recalled according to the same principles. Notice of recall will be by certified mail. Laid off employees' names will be maintained on a recall list for a period not to exceed two years from the time of such layoff. Refusal of a job offer, in the same classification, during that period will cause an employee's name to be removed from the list. A laid off employee wishing to be recalled to some position other than the one from which he or she was laid off shall give the District written notice of that desire.

Article VII – Employee Grievances

The Board maintains a grievance procedure (Policy GBM), which is applicable to all employees.

Article VIII – Evaluations/Observations

Evaluations shall be conducted by the immediate certified administrator. The evaluation process is defined in Board of Education Policy GDN. Employees, upon employment, shall be given copies of their job descriptions (current Board approved.) A review of job descriptions shall be done every three (3) years. The next review will be scheduled for the spring of 2023. Employees shall be involved with the review process and shall provide information regarding current job duties and assist in developing new job descriptions during the review process.

Article IX – Discharge and Discipline

Employees may be discharged or disciplined for poor performance only with just cause. Employees also may be separated from employment for other causes over which the Board has no control.

Article X – Savings Clause

If any provision of this Memorandum of Understanding, or any application of this Memorandum of Understanding to any employee, or groups of employees covered hereby, shall be found contrary to law in a final decision by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Memorandum of Understanding shall continue in full force and effect. In the event any provision is determined to be contrary to law as stated above, such provision shall be subject to further "meet and confer" sessions, which shall commence within a reasonable time after effectiveness of the written tribunal decision.

Article XI – Wages and Benefits

Section 1 – Salary: During the period covered by this Memorandum, the members of the bargaining unit shall receive salaries pursuant to the exhibit, which is attached hereto and made a part of this Memorandum. (See attached salary schedules.)

Members of the bargaining unit shall be paid based on the placement by the human resources department. Initial placement on the salary schedule shall be determined by information based on job description and final determination by the human resources department.

Section 2 – Insurance: The District shall continue to pay the Board of Education approved amount for medical and dental insurance for each full time salaried employee. Spouse and/or children may continue to be insured under either of these plans with the employee paying for those additional premiums. Term life insurance shall continue to be provided for each employee at a policy value established by the Board of Education. Members may elect to participate in the cafeteria 125 plan provided by the District. Hourly paid/part-time support service personnel working 20 – 29 ½ hours per week shall receive ½ health and dental insurance benefits and full life and disability benefits.

Section 3 – Leaves:

- a) Full time/salaried support service personnel will be entitled to leave according to current Board Policy.
- b) Hourly employees will be entitled to sick leave on the following basis:

Under 10 hours weekly	3 days per year
10 but less than 20 hours weekly	5 days per year
20 but less than 30 hours weekly	7 days per year
30 or more hours per week	10 days per year

An employee who is entitled to five (5) or fewer sick leave days per year may take two (2) days of personal leave pursuant to current Board Policy. An employee who is entitled to more than five (5) sick leave days per year but less than ten (10) sick leave days per year may take three (3) days of personal leave pursuant to current Board Policy. An employee who is entitled to at least ten (10) sick leave days per year may take four (4) days of personal leave. At the end of the year, if an hourly employee has unused sick days and will be rehired, the employee will be eligible to retain unused sick days for the following year according to the provisions in Board Policy GDBDA. Hourly employees may participate in the District's sick leave pool on the same basis as other employees provided in current Board Policy GBBDA. Otherwise, sick leave will be provided pursuant to current Board of Education Policy GDBDA.

Section 4 – Work Day: The work day for full time salaried employees is defined as being seven and one-half (7.5) hours per day including two (2) fifteen (15) minute breaks and a thirty

(30) minute unpaid lunch break. Breaks and lunches for salaried staff will be duty free whenever possible. Also, breaks and lunches may be combined, if requested, at the discretion of the building principal.

Section 5 – Overtime: When an employee is required by his or her supervisor to work more days than are called for in his or her letter of agreement, said employee shall be paid for those days at a rate of pay equal to his or her per day pro rata amount (federal and state law shall direct the interpretation of this provision.)

Section 6 – Travel Reimbursement: Employees shall be reimbursed at the prevailing rate established by the Board of Education for in or out of district travel required by their job duties. Such payment shall be made monthly and shall be based upon documented mileage claim vouchers prepared and presented by each employee.

Section 7 – Convention: The District agrees to provide released time for two (2) officers/delegates of the Belton ESP/MNEA to attend one annual association convention for a maximum of two (2) days.

Section 8 – Credit Union: Employees who are members of the bargaining unit will be entitled to utilize the credit union and be provided salary deductions for the credit union on the same basis as all other employees.

Section 9 – Hepatitis B Immunization: The administration will agree, upon request from the individual staff member, to provide Hepatitis B shots for all nurses, Scott Educational Center, ECE, ECSE, and other Special Education Paraprofessionals.

Section 10 – Professional Development: The administration supports providing job related professional development for secretaries, nurses and paraprofessionals. A staff development committee of support staff and a central office administrator will coordinate efforts with the district PDC (Professional Development Committee) to plan appropriate staff development opportunities funded by the district under the supervision of the Assistant Superintendent of Human Resources.

Section 11- Inclement Weather: When school is cancelled due to inclement weather, employees with work assignments less than eleven (11) months shall make up the work time on the appropriate day when the school day is made up. Twelve (12) month employees shall have the option of using an appropriate day of paid leave, make up the time and provide documentation of hours worked or take an unpaid day of leave when their work site is closed due to inclement weather. Employees shall have until the end of the current fiscal year to make up time off due to inclement weather. An employee that leaves employment with the district prior to the end of the fiscal year, but has not made up the time off due to weather, shall have their pay docked.

Article XII – Vacancies and Postings

Section 1 – Posting: The Superintendent or designee shall post on the district website under employment a notice of all vacancies, including vacancies, promotional positions, and new positions – both temporary and permanent – as they occur. Such positions shall be posted within ten (10) school days after occurrence of the vacancy or opening and shall be posted for five (5) workdays.

Section 2 – Summer Notification: During the summer, in addition to Section 1 above, the district will make every attempt to notify any member who has requested, in writing, to be notified. The district will not be held responsible for anyone unintentionally overlooked.

Section 3 – Applicant Selection: Non-certified staff members shall have the right to apply for a transfer to any vacant position for which they are qualified. Both current employees and new applicants will be considered for positions. In the event that two or more applicants are equally qualified and acceptable to the building principal, the applicant with the most seniority shall be given the position.

Section 4 – Mid-Year Opening: When a position becomes available mid-year, the district will advertise it promptly but reserves the right to delay filling the position with the successful applicant until the beginning of the next school year. In the latter case, the position will be filled with a temporary employee on an interim basis.

Section 5 – Full Time/Salaried and Part Time/Hourly Positions: Employees who have been considered as full time/ salaried will not be required to become part time/hourly employees as long as they maintain continual employment with the Belton School District. However, when an opening occurs, the Board is entitled to fill that opening with either a full time/salaried or a part time/hourly employee regardless of the status of the person previously in the position. If a new position is created, the Board shall be entitled to fill the position with either a full time/salaried or a part time/hourly employee regardless of the status of similarly situated employees.

Article XIII – Complete Memorandum

The parties acknowledge that, during the discussions which resulted in this Memorandum of Understanding, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from these discussions and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum. Therefore, the parties for the life of this Memorandum, voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter whether or not specifically referred to or covered in this Memorandum and whether or not such subject or matter was or could have been within the knowledge or contemplation of either of the parties at the time this Memorandum was agreed upon. Further, it is understood that matters not covered herein are within the purview of

the Board's right to make and, from time to time, alter its policies and procedures. The Board, however, agrees to provide to the Belton ESP/MNEA President, a copy of any proposed new or amended policy or procedure which might affect members of the bargaining unit at the time of the first reading of such policy or procedure. Nothing in this article is intended to or does prohibit the parties from meeting voluntarily from time to time during the term of this Memorandum to discuss matters of mutual concern and amending in writing the terms of this Memorandum in the same manner as they were agreed upon originally.

Article XV – Term of Memorandum

This Memorandum of Understanding shall be effective from July 1, 2022, until June 30, 2023.

Belton Educational Support Personnel
Missouri National Education Association

By: _____

Belton School District #124
Board of Education

By: _____