

**Memorandum of Understanding Between
De Soto Community Teachers' Association and the De Soto #73 Board of Education for the
2022-2023 School Year**

Section 1 Memorandum of Understanding- Foundations

- 1.1 This Memorandum of Understanding comprises the entire understanding between the De Soto Community Teachers' Association, hereinafter referred to as "DCTA" and the De Soto #73 Board of Education, hereinafter referred to as the "Board" and replaces all prior agreements. The parties to the Memorandum shall act in good faith compliance with the terms and conditions of the Memorandum.
- 1.2 The Board under law has the final responsibility of establishing policies for the De Soto #73 School District, hereinafter referred to as "District". The Superintendent is delegated the responsibility and authority to implement the established policies, and the employees of the district, including all members of DCTA, have the responsibility to carry out established policies and administrative regulations.

It is understood and agreed that, except as expressly provided in this MOU, the District specifically reserves the right to unilaterally change past practices and Board policy or regulations without negotiations with the DCTA prior to any such changes. It is also understood and agreed that the District possesses the right and authority to operate and direct the employees of the District in all respects including, but not limited to, all rights and authority exercised by the District prior to the execution of this MOU except as expressly and specifically limited in this MOU. The authority and powers of the District as prescribed by the statutes and the Constitution of the State of Missouri and the United States shall continue unaffected by this MOU except as expressly limited by the provisions of this MOU. These rights and authority include, but are not limited to, the following:

- a. To determine the District's mission, objectives, policies and budget and to determine and set all standards of service offered to the public;
- b. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs;
- c. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction and the performance of professional duties according to current Board policy or as the same may from time to time be amended, and to introduce new or improved methods, equipment and facilities;
- d. To establish, modify or eliminate programs, curricula and/or courses of instruction, including special programs and athletic, recreational and social events for students. To determine whether to provide or purchase goods and services and to determine the methods, means and number of personnel needed to carry out the District's mission, alias deemed necessary or advisable by the Board;
- e. To hire, direct, and schedule all employees and to determine their qualifications;
- f. To determine employee's conditions for employment or continued employment and subject to the provisions of existing law and the terms of this MOU;
- g. To discipline, dismiss, demote, evaluate, promote, transfer or lay off any employee;

- h. To determine the academic calendar; and
- i. To determine the duties, responsibilities, and assignments of those individuals in this bargaining unit.

1.3 During the term of this MOU the Board recognizes DCTA as the representative organization of its full-time certified teachers, counselors, and librarians who are eligible for tenure under state law as members of the bargaining unit, for the purpose of discussing salaries, and other conditions of employment. All other employees of the District are excluded.

1.4 Notwithstanding any provision of this MOU, the Board may unilaterally modify the MOU in emergency, unforeseen, or unusual situations such as disasters or causes of financial hardships that would prohibit the District from operating in a responsible and legal manner. Examples of these situations include changes in law or regulation, fire, flood, tornadoes, earthquakes, acts of war, acts of terrorism, significant losses of revenue, or large and unusual increase in expenditures. This list is not intended to be all-inclusive, and this clause is not limited to those items listed above. Both parties agree that the determination of a resolution in an emergency situation is vested solely in the Board.

1.5 Ground Rules for Negotiations

- a. The DCTA team shall consist of a maximum of eight (8) and minimum of (5) members of their choosing, one of which will be the team chair, who will attend each negotiation session.
- b. The Board of Education/Administrative team shall consist of a maximum of 8 members of their choosing, one of which will be the team chair.
- c. Consultants for either team may be present and participate, but will count as a membership of the respective 8-member team.
- d. Meetings shall be held in a place agreed upon by both teams. Meetings shall begin at a mutually agreed upon time and shall be no longer than 90 minutes in length unless both teams mutually agree to extend the meeting in an effort to reach agreement. Both parties will come to the session prepared and ready to begin at the designated time
- e. All proposals from the DCTA negotiation team shall be presented at the first negotiation session. Only these proposals may be amended or changed at any time provided both parties are in agreement, and no additional proposal may be introduced.
- f. All proposals from the Board team shall be presented at the second negotiation session. Only these proposals may be amended or changed at any time provided both parties are in agreement, and no additional proposals may be introduced.
- g. Each team will be allowed to caucus. The caucus time will be included in the length of the meeting.
- h. It shall be understood by all parties that all items agreed upon are tentative, pending resolution of the remaining issues confronting the parties.

Section 2 Term of Memorandum of Understanding

- 2.1 This MOU between the De Soto #73 Board of Education and the De Soto Community Teachers Association, as agreed between the representatives of the parties, will be effective from July 1, 2022 through June 30, 2023, upon acceptance by a majority vote of the Board of Education and a majority vote of the DCTA. This MOU shall have no force of effect after June 30, 2023. However, upon beginning negotiations for each subsequent agreement, the representative of the parties may agree to use this agreement as a base from which to negotiate that agreement, thereby agreeing to retain provisions that are not edited, altered, or deleted during those negotiations.

Section 3 Salaries and Benefits

- 3.1 The 2022-2023 Teacher Salary schedule is attached as Appendix A and shall be part of this Agreement including all columns (BS through Specialist/Doctorate). All staff currently on this schedule will receive a one step increase. Horizontal (column) movement on the schedule will be given to eligible staff.
- 3.2 In order to be placed on the salary schedule, teachers must be able to present acceptable proof of graduate credit earned no later than August 1 each year. If August 1 falls on a non-business day, the next business day will be acceptable. Acceptable proof must be an official transcript. If the class is in progress or an official transcript is not finalized, an original grade report or letter from the instructor written on the institution's official letterhead, can be substituted until an official transcript can be obtained.
- 3.3 The district will provide access to and contribute to the cost of health, dental, and life insurance for all full-time professional staff members. The parties acknowledge that the amount of group health and dental premiums are not within the District's control, but that the District and DCTA both would like to restrain the growth of group health and dental premiums. To eliminate any ambiguity, this MOU shall not prevent the District from changing the amount of its contribution. The District will involve employees, one or more of whom shall be members of DCTA, during the committee meetings about health, dental and life insurance that may occur during the term of this MOU.
- 3.4 The Extra-Duty Stipend Schedule- Athletic and Activities is attached as Appendix B. All staff who receive an extra duty stipend shall receive a separate letter of intent stating the extra duty assignment. The employee will not receive payment for the extra duty stipend unless a fully executed letter of intent is returned to the District.
- 3.5 Pay for homebound instruction will be \$25 per hour. Instructors will not be paid for prep time or mileage. The instructor will clock in using the timeclock once they have arrived at the student's house. Drive time to and from the student's house is not considered clockable hours.
- 3.6 All certificated employees will be paid in 12 equal amounts. The first payroll for a school year will begin on August 15th.

Section 4 Leave

- 4.1 All members of the bargaining unit who work more than 20 hours per week shall be granted 9 days of sick leave and 3 days of personal leave. If an employee does not work the full year, their leave will be prorated to one day per month or a fraction of the contracted time.
- 4.2 For the purposes of sick and personal leave absences, the work day for members of the bargaining unit will be divided into fourths. If the member of the bargaining unit is utilizing a quarter time of leave, they must ensure their own coverage for the time they are absent. Absences are documented in Absence Manager (formerly AESOP). Employees will create a custom absence less than 1 hour 51 minutes to be considered a fourth of a leave day. The employee will be required to add notes to the absences to document who is covering the absence and communicate with the building secretary regarding the quarter time absence coverage. If the employee cannot find coverage, a half day of leave must be entered. The employee is responsible for ensuring the absence is documented correctly in AESOP for either a quarter, half, or full day of leave.
- 4.3 A cap of 150 day will be applied to unused sick leave. Days over the 150 day cap after leave has been added for the upcoming year will be sold back to the district with payment to be made in July. Payment for the unused sick leave days for certificated staff will be $\frac{2}{3}$ of the regular daily rate of tier 1 substitute teacher pay.
- 4.4 If an employee is not absent, as defined in Board policy, during a quarter of the calendar year, (January, February, March = one (1) quarter; April, May, June = one quarter; July, August, September = one quarter; October, November, December = one quarter), that employee will receive \$25 incentive pay on the next paycheck following the quarter of perfect attendance. Any employee who has no absences (sick leave or personal leave) for an entire year (July 1 to June 30) will receive an additional \$50 for the year.
- 4.5 Members of the bargaining unit will receive bereavement leave as follows:
Bereavement leave will be up to five (5) days upon the death of a husband, wife, child, parent or parents-in-laws, brother, sister and grandchild. Three (3) days shall be allowed for the death of grandparents, grandparents-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or other persons residing in the household.
- This leave is designated to be taken at the time of death and funeral/memorial of the deceased. Days must be used consecutively, unless prior approval is granted by the Superintendent or designee. This leave cannot be saved and used at some later date.
- For purposes of this leave, the definition of relative will include by marriage (affinity) or by blood (consanguinity). Half relationship is the same as a whole relationship. Step relationship is the same as blood relationship. Any funeral leave taken outside the definition of relative will be personal leave. Arrangements should be made through the principals with final approval resting with the Superintendent.

- 4.6 The district will maintain a Sick/Catastrophic Bank for members of the bargaining unit. Members of the bargaining unit will contribute to and borrow from the bank as outlined in district policy.

Section 5 Calendar and Teacher Work Day

- 5.1 Members of the bargaining unit are to report to their assigned areas at least twenty (20) minutes before classes begin and are to remain at least ten (10) minutes after the end of school day. Members of the bargaining unit are not to leave campus during the work day without approval from the principal.
- 5.2 Instructional minutes for all schools in the district will be as close to the same as possible. The instructional day for the junior high school and high school will be as close to the same as possible.
- 5.3 Each quarter shall end at the end of school on the day designated in the official calendar, revisions to the adopted calendar may be made in order to make up days missed due to inclement weather or other factors. Each teacher will have a minimum of two working days to calculate student grades after each quarter. Grades will be due in the office before the start of school on the third working day following the end of the quarter.
- 5.4 The last day of school for students shall be an early dismissal of students to allow time for teachers to do necessary work to close out the school year. Revision to the adopted calendar may be made by the Board in order to make up days missed due to inclement weather or other factors, including moving the last day to a full student attendance day to end the year prior to Memorial Day.
- 5.5 Every effort will be made to provide an uninterrupted duty free lunch period to members of the bargaining unit of at least 25 minutes daily. When a temporary, unanticipated emergency situation arises, teachers may not receive the full 25 minutes.
- 5.6 The Wednesday before Thanksgiving will be an unpaid holiday for members of the bargaining unit.
- 5.7 Parent-teacher conferences will be held each fall after the end of the first quarter. All campuses will be on an early release schedule on a Thursday with Parent-Teacher Conferences being held at the Junior High and High School campuses from 1:00 p.m. until 7:00 p.m. The Elementary campuses will have conferences from 2:00 p.m. until 8:00 p.m. There will be no school for students or teachers on the Friday immediately after conferences.
- 5.8 The district may utilize Flexible Attendance days or “yellow days” for members of the bargaining unit during the school year. On these days staff may work off campus. It is the expectation of the staff who work off campus to check and respond to requests from the District during work hours, including phone calls, emails, and virtual meetings. Employees who are unresponsive or make

themselves unavailable during work hours on these days may lose the benefit of Flexible Attendance days.

- 5.9 Two one-half teacher work days, each after the end of the 1st and 3rd Quarter, and one full teacher work day at the end of 1st semester, will be designated for grading and grade recording. No workshops or district meetings will be scheduled on the semester work day or during the ½ day Grading Time at the end of 1st and 3rd quarters. During this grading time, members of the bargaining unit may work off campus. If grades are late this remote work time will revert back to on campus work time for that individual for all yellow days in the calendar for the remainder of the year. Employees will be required to work onsite during the other one-half of these two teacher work days.



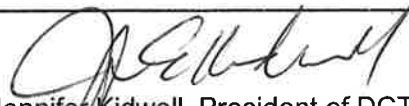


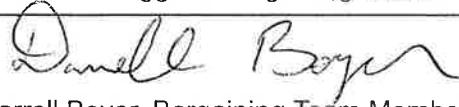



Section 6 Communication

- 6.1 A Faculty Advisory Committee will be established by each building. This committee will serve as an avenue for two way communication between professional staff and the Building's Admin Team. During August of each year the Building DCTA Representative will contact professional members of the building and solicit interest to serve on this committee. No more than 10 professional staff members may serve on this committee, members will serve for the full school year. The committee will meet no more than four times per year. Prior to the first meeting, the committee members will appoint a committee chair. The chair must be a professional staff member and not a member of the Building's Admin Team. The chair will coordinate additional meetings and create the meeting agenda. During the year the following items must be included as agenda items:
1. Parent Involvement Efforts
 2. Suggestions to Improve Employee Morale
 3. Suggestions to Improve Employee Attendance


The committee is responsible for being constructive, positive and solution oriented. Within three school days of the meeting, the committee chair will communicate a summation of the meeting to all professional staff in the building.

Section 7 Ratification

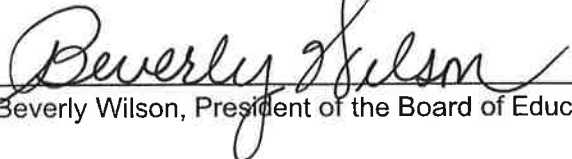
This MOU shall be effective July 1, 2022 and shall continue in full force and effect through June 30, 2023, at which time it will expire and be of no further force and effect.

| DCTA Team | District Team |
|---|---|
|  Michael Pope, Chair |  Dr. Joshua Isaacson, Chair |
|  Jennifer Kidwell, President of DCTA |  Michael Golightly, Bargaining Team Member |
|  Jeremy Gagnon, Bargaining Team Member |  Tarrole Milfeld, Bargaining Team Member |
|  Katherine Duggins, Bargaining Team Member |  Kelly Norrd, Bargaining Team Member |
|  Darrell Boyer, Bargaining Team Member | |
|  Kelli Hardin, Bargaining Team Member | |
|  Layna Richardson, Bargaining Team Member | |
|  Timberly Mygatt, Bargaining Team Member | |

Approved by the Association on 6/16/2022


 Jennifer Kidwell, President of DCTA

Approved by the Board of Education on 6/16/22


 Beverly Wilson, President of the Board of Education

**De Soto #73 Public School District
Teacher Salary Schedule 2022-2023**

| | BS | BS+8 | BS+16 | BS+24 | Masters | MA+8 | MA+16 | MA+24 | EDS/DR |
|---------|--------|--------|--------|--------|---------|--------|--------|--------|--------|
| Step 0 | 40,000 | 40,750 | 41,500 | 42,250 | 43,000 | | | | |
| Step 1 | 40,175 | 40,925 | 41,675 | 42,425 | 43,175 | | | | |
| Step 2 | 40,350 | 41,100 | 41,850 | 42,600 | 43,350 | | | | |
| Step 3 | 40,525 | 41,275 | 42,025 | 42,775 | 43,525 | | | | |
| Step 4 | 40,700 | 41,450 | 42,200 | 42,950 | 43,700 | | | | |
| Step 5 | 40,875 | 41,625 | 42,400 | 43,200 | 44,025 | 44,875 | 45,750 | 46,650 | 47,650 |
| Step 6 | 41,750 | 42,500 | 43,275 | 44,075 | 44,900 | 45,750 | 46,625 | 47,525 | 48,525 |
| Step 7 | 42,625 | 43,375 | 44,150 | 44,950 | 45,775 | 46,625 | 47,500 | 48,400 | 49,400 |
| Step 8 | 43,500 | 44,250 | 45,025 | 45,825 | 46,650 | 47,500 | 48,375 | 49,275 | 50,275 |
| Step 9 | 44,375 | 45,125 | 45,900 | 46,700 | 47,525 | 48,375 | 49,250 | 50,150 | 51,150 |
| Step 10 | 45,250 | 46,000 | 46,775 | 47,575 | 48,400 | 49,250 | 50,125 | 51,025 | 52,025 |
| Step 11 | 46,125 | 46,875 | 47,650 | 48,450 | 49,275 | 50,125 | 51,000 | 51,900 | 52,900 |
| Step 12 | 47,000 | 47,750 | 48,525 | 49,325 | 50,150 | 51,000 | 51,875 | 52,775 | 53,775 |
| Step 13 | 47,875 | 48,625 | 49,400 | 50,200 | 51,025 | 51,875 | 52,750 | 53,650 | 54,650 |
| Step 14 | 48,750 | 49,500 | 50,275 | 51,075 | 51,900 | 52,750 | 53,625 | 54,525 | 55,525 |
| Step 15 | | 50,375 | 51,150 | 51,950 | 52,775 | 53,625 | 54,500 | 55,400 | 56,400 |
| Step 16 | | 51,250 | 52,025 | 52,825 | 53,650 | 54,500 | 55,375 | 56,275 | 57,275 |
| Step 17 | | | 52,900 | 53,700 | 54,525 | 55,375 | 56,250 | 57,150 | 58,150 |
| Step 18 | | | 53,775 | 54,575 | 55,400 | 56,250 | 57,125 | 58,025 | 59,025 |
| Step 19 | | | | 55,450 | 56,275 | 57,125 | 58,000 | 58,900 | 59,900 |
| Step 20 | | | | 56,325 | 57,150 | 58,000 | 58,875 | 59,775 | 60,775 |
| Step 21 | | | | 57,225 | 58,050 | 58,900 | 59,775 | 60,675 | 61,675 |
| Step 22 | | | | 58,125 | 58,950 | 59,800 | 60,675 | 61,575 | 62,575 |
| Step 23 | | | | 59,025 | 59,850 | 60,700 | 61,575 | 62,475 | 63,475 |
| Step 24 | | | | | 60,750 | 61,600 | 62,475 | 63,375 | 64,375 |
| Step 25 | | | | | 61,650 | 62,500 | 63,375 | 64,275 | 65,275 |
| Step 26 | | | | | 62,600 | 63,450 | 64,325 | 65,225 | 66,225 |
| Step 27 | | | | | 64,100 | 64,950 | 65,825 | 66,725 | 67,725 |
| Step 28 | | | | | 65,600 | 66,450 | 67,325 | 68,225 | 69,225 |
| Step 29 | | | | | 67,100 | 67,950 | 68,825 | 69,725 | 70,725 |
| Step 30 | | | | | 67,300 | 68,150 | 69,025 | 69,925 | 70,925 |

The following rules apply to this salary schedule:

1. Teachers employed after 7/1/2000 will not be eligible to advance into the gray areas in the BS, BS+8, and BS+16 columns.
2. Effective 7/1/2021, in the BS+24 only teachers on steps 20, 21, 22, and 23 during the 2021-2022 school year can move past step 23 in this column.
3. Beginning in the 2021-2022 school year, teachers with 5 years of experience or less and with hours or degrees in excess of one Master's Degree will be placed in the Master's column on the appropriate step. Once the teacher reaches step 5, they may apply for movement to the appropriate column, based on their education.
4. A teacher may be given up to five (5) years of credit for placement on the salary schedule for outside teaching experience. Only full-time contracted teaching experience greater than 1 semester will be given credit.

| De Soto #73 Extra-Duty Stipend Schedule - Athletics and Activities | | | | | | | | | |
|---|---|-------------|---|-------------|-----------------------------------|-------------|-------------|-----------|-----------|
| BASE = \$40,000.00 | | | | | | | | | |
| | Level 1* | Level 2* | Level 3** | Level 4** | Level 5** | Level 6** | Level 7 | Level 8 | Level 9 |
| STEP 1 | \$ 5,600.00 | \$ 4,400.00 | \$ 3,600.00 | \$ 3,200.00 | \$ 2,400.00 | \$ 1,600.00 | \$ 1,200.00 | \$ 800.00 | \$ 400.00 |
| STEP 2 | \$ 5,650.00 | \$ 4,430.00 | \$ 3,625.00 | \$ 3,220.00 | \$ 2,410.00 | \$ 1,610.00 | | | |
| STEP 3 | \$ 5,700.00 | \$ 4,460.00 | \$ 3,650.00 | \$ 3,240.00 | \$ 2,420.00 | \$ 1,620.00 | | | |
| STEP 4 | \$ 6,200.00 | \$ 4,800.00 | \$ 3,900.00 | \$ 3,500.00 | \$ 2,620.00 | \$ 1,820.00 | | | |
| STEP 5 | \$ 6,220.00 | \$ 4,830.00 | \$ 3,925.00 | \$ 3,520.00 | \$ 2,630.00 | \$ 1,830.00 | | | |
| STEP 6 | \$ 6,300.00 | \$ 4,860.00 | \$ 3,950.00 | \$ 3,540.00 | \$ 2,640.00 | \$ 1,840.00 | | | |
| STEP 7 | \$ 6,800.00 | \$ 5,200.00 | \$ 4,300.00 | \$ 3,900.00 | \$ 2,650.00 | \$ 1,850.00 | | | |
| STEP 8 | \$ 6,850.00 | \$ 5,230.00 | \$ 4,325.00 | \$ 3,920.00 | \$ 2,660.00 | \$ 1,860.00 | | | |
| STEP 9 | \$ 6,900.00 | \$ 5,260.00 | \$ 4,350.00 | \$ 3,940.00 | \$ 2,680.00 | \$ 1,870.00 | | | |
| STEP 10 | \$ 7,200.00 | \$ 5,600.00 | \$ 4,375.00 | \$ 3,960.00 | \$ 2,700.00 | \$ 1,880.00 | | | |
| *Coach/Sponsor earns an additional \$50 each year after Step 10 | | | | | | | | | |
| **Coach/Sponsor earns an additional \$25 each year after Step 10 | | | | | | | | | |
| EXTRA DUTY POSITION BY LEVEL | | | | | | | | | |
| If a coach moves from an assistant position to a head position, one half year of credit will be given for each year served as an assistant. | | | | | | | | | |
| LEVEL 1 | Basketball Head Coach (G/B) | | Wrestling Head Coach | | Band | | | | |
| | Football Head Coach | | Volleyball Head Coach | | | | | | |
| LEVEL 2 | Baseball Head Coach | | Track Head Coach (G/B) | | | | | | |
| | Cross Country Head Coach | | Soccer Head Coach (G/B) | | | | | | |
| | Softball Head Coach | | | | | | | | |
| LEVEL 3 | Basketball Asst. Coach (G/B) | | Volleyball Asst. Coach | | Vocal Music (High School) | | | | |
| | Sr. High Football Asst. Coach | | Wrestling Asst. Coach | | | | | | |
| | | | Dance Team Sponsor | | | | | | |
| LEVEL 4 | Basketball Head Coach 7th/8th Grade (G/B) | | Academic Sponsor | | | | | | |
| | Football Head Coach 7th/8th Grade | | Fall & Spring Music Director | | | | | | |
| | Cheerleading- BB, FB, Wrestling | | | | | | | | |
| | Cross Country Asst. Coach | | Soccer Asst. Coach (G/B) | | | | | | |
| | Golf Head Coach | | Softball Asst. Coach | | | | | | |
| | Baseball Asst. Coach | | | | | | | | |
| | Track Asst. Coach (G/B) | | Volleyball Head Coach 7th/8th | | | | | | |
| LEVEL 5 | Cross Country Head Coach Jr. High | | Art Club- Sr. High | | Color Guard | | | | |
| | Cross Country Asst. Coach- Jr. High | | Music | | Asst. Band Director | | | | |
| | Football Asst. Coach 7th/8th | | Student Council- Sr. High | | Theater Manager | | | | |
| | Wrestling- Jr High | | Yearbook- Sr High | | | | | | |
| LEVEL 6 | Cheerleading- Jr High | | FBLA | | Spanish Club | | DECA | | |
| | | | FCCLA | | Student Council- Jr High | | | | |
| | | | French Club | | Yearbook- Jr High | | | | |
| | | | Honor Society- Sr. High | | ITS Club | | | | |
| | | | Junior Class Sponsor | | Archery/Bash Fishing Club | | | | |
| | | | Math Club | | Robotics Club | | | | |
| LEVEL 7 | | | Freshman Class Sponsor | | Special Olympics | | | | |
| | | | Honor Society- Jr. High | | Senior Class Sponsor | | | | |
| | | | Science Club- Jr. High | | Spirt Club- Sr. High | | | | |
| | | | | | Sophomore Class Sponsor | | | | |
| LEVEL 8 | | | Art Club- Jr. High & Elem. | | Student Council- Elem | | | | |
| | | | Dragonettes/Dragon Dudes | | Trend | | | | |
| | | | GREAT Club | | Coding/3D Printing | | | | |
| | | | Math Olympics | | Music- Sr High Vocal Contest Prep | | | | |
| LEVEL 9 | | | Academic Speech/Civic Oration/Modern Woodsman | | | | | | |
| | | | Academic Quiz Bowl | | | | | | |
| | | | Academic Math Team | | | | | | |

Appointment to the above assignments is made on an annual basis and is not subject to the continuing contract provisions of state law. All percentages refer to a percentage of step zero (0) of the lowest level of the Teacher's Salary Schedule

This schedule denotes the level of various positions, not the quantity of sponsors/coaches for each position. A detailed list of all positions is available from Human Resources