

*COLLECTIVE BARGAINING
AGREEMENT*

*Educators
(School Year 2023-2024)*

Between

*The School District of Springfield,
R-12*

and

*Springfield National Education
Association*

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AGREEMENT

The School District of Springfield, R-12 ("District"), and the Springfield National Education Association ("Association") enter into this initial Agreement on the 6th day of June 2011.

Article 1~Preamble

Section 1. Purpose.

It is the purpose of this Agreement to promote mutual cooperation and understanding between the Springfield National Education Association, the District, and its employees, in such a manner as to further to the fullest extent the establishment, good working conditions, good relationships, peaceful resolution of all disputes, and the economic well-being of the District and the Bargaining Units. For the attainment of these objectives, the parties have agreed to this Agreement on matters relative to salaries and other conditions of employment.

Section 2. Negotiation Process.

Each professional staff and administration team may consist of no more than five (5) members, or otherwise by mutual agreement. An attempt will be made to ensure consistency among representative groups. Although formal training is recommended, participation by untrained attendees will not impede efficient bargaining. These negotiations may be solely between the Association and the District or may include the representatives of other certified/recognized District employee groups, as agreed by the parties.

As a part of the negotiation process, the SNEA will present proposals to the District relative to compensation including salaries and stipends, hours of employment, and other conditions of employment for the employees in the Bargaining Units. The District shall discuss such proposals with the Association, and upon completion of such discussions shall reduce the results to writing. The Association shall present the results of the discussions to the bargaining unit for ratification or rejection in a manner consistent with the process established by the Association. Once ratified by the Association, the District will be notified for the presentation to the District's Board of Education for their ratification or rejection. In the event of an impasse, the District and the Association will utilize an outside mediator to attempt to resolve the impasse and agree to a contract.

Section 3. Board of Education Statutory Authority.

Agreements reached through the negotiations process which are ratified by the parties shall become an Agreement that shall constitute a binding agreement that may not be unilaterally changed. Nothing in this Agreement shall affect existing or future Board Policies over which the Board shall retain the total and final responsibility and authority for the promulgation, revision, amendment, implementation, or deletion pursuant to the Revised Statutes of Missouri. Board Policies shall govern on all matters not covered by a specific provision in this Agreement. The District will comply with all Federal, State, and local laws.

Article 2~Recognition

Section 1. Recognition of the Association.

The District recognizes the Association as the exclusive bargaining representative for the purpose of collective bargaining regarding matters relating to compensation including salaries and stipends, hours of employment, and other terms and conditions of employment for the following bargaining unit:

"Including all full-time and regular part-time educators employed by the School District of Springfield, R-12 ("District") or are paid on the District's Teacher Salary Schedule or who are required by the District to be certified; but excluding all District Administrators, Managers, Supervisors, and all other District employees."

This group will be recognized as "Springfield Educators" in the District setting. Whenever the term "Bargaining Unit" is used in this Agreement it shall mean the group of employees described in this Section.

Section 2. Qualifications and Certifications.

As SPS is committed to the well-being of each student by providing high quality academic opportunities, the District declares and the Association agrees, that educator vacancies be filled by DESE-qualified individuals to the greatest extent possible.

Article 3~District Rights

Section 1. District Rights and Authority Generally.

Nothing in this Agreement shall limit, or be construed to limit, the rights, powers, prerogatives, and authority, derived from the Statutes of the State of Missouri or from other sources, which the District and its Board had prior to its adoption of this Agreement. Such rights, powers, prerogatives, and authority are retained by the District and its Board and remain solely and exclusively within the rights of the District, and the exercise of such rights is not subject to the grievance or other dispute resolution procedures recognized by this Agreement. Included in such rights, but not in limitation thereof, are the following rights:

- A. To determine the District's mission, objectives, policies, and budget;
- B. To determine and set all standards of service offered to the public
- C. 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;
- D. To delegate authority to the Administration, as necessary, 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;
- E. To introduce new or improved methods, equipment, and facilities;
- F. To establish, modify or eliminate programs, curriculums, and/or courses of instruction, including special programs and athletic, recreational, and social events for students
- G. To determine whether to provide or purchase goods and services

- H. To determine the number of employees it shall employ in any classification, certification, school, building, department, or operating unit at any time, all as deemed necessary or advisable by the Board;
- I. To hire all employees and to determine their qualifications;
- J. To determine employee conditions for employment or continued employment and subject to the provisions of existing law and the terms of this Agreement;
- K. To discipline, dismiss, demote, evaluate, promote, transfer, or lay off any employee, subject to the terms of this Agreement
- L. To determine the academic calendar;
- M. To determine the duties, responsibilities, and assignments of those individuals in the Bargaining Unit;
- N. To set the daily and weekly work schedules and such schedules may be changed by the District to meet the varying conditions and needs of the District; and
- O. To investigate the conduct of Bargaining Unit Employees, at its discretion when such conduct may have an adverse effect on the employee's ability to perform his/her work. (See Article 8.)

Section 2.

The rights and authorities of the District and its Board referred to in this Article, are not all-inclusive, and the omission of any of the usual inherent and fundamental rights of the District, does not constitute a waiver of such rights by the District.

Section 3.

In the event a dispute resolution procedure is used as a part of the grievance procedure in this Agreement, any factfinder shall not have the right to extract from or impair the District's rights and authorities specifically reserved above.

Article 4-Work Performed by Non-Bargaining Unit Persons

Section 1. Use of Non-Bargaining Unit Persons.

The District may utilize supervisory and other non-Bargaining Unit persons to perform work on a temporary basis, even when such work was previously performed by a member of the Bargaining Unit.

Section 2. Use of Temporary Employees.

Nothing in this Agreement shall prohibit, or be construed to prohibit, the District from hiring and utilizing full-time temporary employees for assignments such as leaves of absence or long-term absences. Such temporary employees shall not be considered a part of the Bargaining Unit or otherwise subject to the terms of this Agreement.

Both parties agree that hiring decisions shall be made at the discretion of the District. If hiring through a third party contractor becomes necessary, the above vacancy requirements remain applicable.

Section 3. Substitutes.

Nothing in this Agreement shall prohibit, or be construed to prohibit, the District from hiring

and/or utilizing full or part-time substitute persons who shall not be considered a part of the Bargaining Unit or otherwise subject to the terms of this Agreement.

Article 5~Association Rights

Section 1. Membership.

No present or future member of the Bargaining Unit shall be required to become a member of the Association. Neither shall any present nor future Bargaining Unit employee be required, for any reason, to tender fees, dues, or assessments of any kind to the Association. Employees may become a member of the Association if they choose.

Section 2. General Rights of Employees.

Bargaining Unit employees shall have the right to join or refrain from joining the Association, other labor organizations, or employee groups.

Section 3. Job Descriptions.

The District shall develop a job description for each position within the bargaining unit and will update them as needed. Each job description shall be descriptive of the function, scope, and complexity of the job, and the knowledge, abilities, and minimum skills and qualifications required for the position. Copies of all job descriptions and revisions thereto will be provided to the Association, upon request.

Section 4. List of Bargaining Unit Employees.

The Association, as the exclusive representative of the Bargaining Unit, shall be provided the names and contact information including home address, telephone number, and email address, of the members of the Bargaining Unit upon-reasonable request.

Section 5. New Bargaining Unit Employees.

The Association, as the exclusive representative for the Bargaining Unit, shall be provided the names, addresses, phone numbers, and email addresses of newly hired Bargaining Unit employees. This list shall be provided by the District within ten (10) business days from the request.

Section 6. Beginning of Year Employee Meetings.

If the District holds a meeting prior to the start of the school year, for the purpose of orienting employees, the Association President or his/her designee shall have the option of presenting a message of welcome and his/her contact information to the employees along with the following information:

1. The purpose of collective bargaining, including the negotiation of issues such as salaries, benefits, and working conditions;
2. Basic procedural information regarding the collective bargaining process.

The message shall not exceed five (5) minutes in duration, and shall not be used to promote, solicit, or recruit new Association members. Additionally, the Association shall

have the option of providing a luncheon or snacks for employees during the meeting, provided that the luncheon or snacks do not interfere with the conduct of the regular business of the event, at the discretion of the District. The District shall provide the Association with a list of employees and contact information ten (10) calendar days from the date of the request.

Section 7. Use of Buildings.

The Association shall have the same right to use District buildings in the same manner as any other employee group in the District subject to the reasonable regulations and/or policies of the Board governing the use of such buildings.

Section 8. Bulletin Board.

The Association shall be granted a common space(s) within each District building, where Bargaining Unit employees are regularly assigned to work, for the placement of a bulletin board, to be purchased and installed at the Association's expense. The Association may use an existing bulletin board provided it is agreeable to the District and the Association. Any new bulletin board shall not be more than twenty-four (24) inches high or thirty-six (36) inches wide in size. All Association notices or other materials shall only be posted on this bulletin board and at no other location in each building.

Any bulletin board damaged or missing shall be replaced by the school district or site. As the exclusive representative of employees within SPS, no other competing organization shall be permitted to have a bulletin board that exceeds the size of the Association's bulletin board, nor post materials on the Association's bulletin board.

Section 9. Use of District Mailboxes.

The Association shall have the right to use school mailboxes and the intra-district mail service for the distribution of materials to the Bargaining Unit. The Association shall be responsible for providing an adequate number of copies of any such material to be distributed. Building representatives will be allowed to place items within bargaining unit employees' mailboxes.

Section 10. Use of District Email System.

The Association, through its President or designee, may use the District email system to notify Bargaining Unit members of bargaining unit meetings. The District and Association may elect to jointly communicate with the Unit concerning the status of negotiations.

Section 11. Association Business.

All Association business (unless specifically allowed in this Agreement) shall be conducted outside of the working time of any employee involved in such business and shall not interrupt the educational process in any District classroom except with the advance approval of the Chief Human Resources Officer. The SNEA President or UniServ Director may meet individually with Bargaining Unit employees during their duty-free time or with their supervisor's permission.

Section 12. Dues Deduction.

The District will deduct all Association dues and Association PAC/BIC contributions from the

pay of each Bargaining Unit member. The list of all those who authorized membership will be provided to the district annually in September. Dues shall be deducted from each Bargaining Unit member's check beginning with the first payroll in September and ending with the last payroll in June. The district shall remit the dues and the list of individuals from whom dues were collected to the Association within 30 days of collection of the dues from the member's paycheck.

Section 13. Posting of Agreement.

Upon ratification by the Board and the Association, the District shall post the current Agreement on the District's website.

Article 6~Bargaining Unit Employee Rights

Section 1. Children of Staff.

Provided the District, in its sole discretion, so authorizes, non-resident staff may request to enroll their children in the District without paying tuition, so long as authorized by law. Bargaining unit employees may request that their children attend school at the school site located nearest to which the bargaining unit employee is regularly assigned; however, the District will determine placement based, in part, on enrollment and staffing availability at such location. All notices will be made in writing to the Deputy Superintendent of Academics by August 1st. No additional notice will be needed when an employee's child moves through the feeder pattern schools. Requests to attend school at a site other than the school site located nearest to the Bargaining Unit employee's primary work location must be submitted and evaluated through the District's transfer process.

Section 2. Protection of Staff.

The District and the Association are committed to providing a safe environment for all staff. The District is committed to maintaining a workplace and school environment that is free from illegal discrimination, harassment, and retaliation in admission or access to, or treatment or employment in, its programs, services, activities, and facilities. In accordance with the law and Board Policy AC, the District strictly prohibits discrimination and harassment against employees, students, or others on the basis of race, color, religion, sex, national origin, ancestry, disability, age, genetic information, or any other characteristic protected by law.

Behavior from parties, whether internal or external, that is not unlawful or does not rise to the level of illegal discrimination, harassment, or retaliation might still be unacceptable for the workplace or the educational environment. Additionally and in accordance with Board Policy GBCB, employees should expect to be treated professionally and ethically. Employees are asked to report concerns to their supervisors and will not be disciplined for speech that is protected by law. The district will give prompt consideration to those conditions that may present a threat to the health and safety of staff members.

Article 7~Evaluations and Disciplinary Procedures

Section 1. Evaluation.

The district will ensure the regular evaluation of the performance of all Bargaining Unit Employees. The primary purpose of the evaluation is to promote the continuous growth of

Bargaining Unit employees in a manner that is aligned with the District's Strategic Plan and strategic objectives and, where applicable, building or department improvement plans with the goal of contributing to a positive educational environment. Results of the evaluation will inform employment decisions but may not be the only factor considered.

Section 2. Evaluation Tool.

The District will convene a committee when reviewing the current evaluation process and tools utilized and/or develop evaluation processes and tools for employees covered in the bargaining unit, the District will include representations of the bargaining unit to help inform the work. As needed or in the event of a significant change in the evaluation process or tool, bargaining unit employees will be allowed the opportunity to provide feedback. The finalized evaluation procedures and instruments for bargaining unit employees will be developed and maintained by the human resources department.

Section 3. Disciplinary Documentation.

Prior to adding disciplinary documentation to a Bargaining Unit employee's official personnel file; administrators will provide the affected Bargaining Unit employee an opportunity to discuss such matters within five (5) working days of the event prior to issuing the disciplinary documents. Hearsay or unsubstantiated complaints will not be used for reprimand or negative comments on evaluations. For a complaint to be substantiated, the administration shall verify the incident occurred prior to any disciplinary action. At the District's discretion, the documents may then be amended and reissued. Nothing in this section shall be construed to limit the District's right to discipline Bargaining Unit employees as described in Article 3, Section 1 of this Agreement.

Section 4 .Personnel File.

Employees shall have the right, with advanced notice, to review the post-hiring and non-confidential documents maintained in their personnel file and to place therein, written responses to any of its contents. An Employee shall have the right to receive a copy of such documents when the employee files a written grievance after an informal discussion of the grievance with the employee's supervisor. The Association's local President and/or Uniserv Director may view a Bargaining Unit employee's personnel file with the written consent of the employee.

If the Bargaining Unit employee believes that material to be placed in his/her file is inappropriate or in error, with the exception of judgments or conclusions contained in or related to the evaluation instrument, the teacher may receive an adjustment, provided the cause is shown by mutual agreement with the principal or through the grievance procedure, whereupon the material will be corrected or expunged from the file.

Section 5. Employee Rights.

Employees may submit a rebuttal to be attached to any evaluation and/or disciplinary documentation. Employees have the right to representation at any interaction that could be used as a basis for discipline, demotion, or other adverse consequences to the employee's job status or any other part of the employer's disciplinary procedure.

Article 8~Employee Rights to Representation

Section 1. Informing Bargaining Unit Members.

Full-time and part-time Bargaining Unit employees will be afforded due process and representation. Whenever an Employee is required to appear before an administrator, supervisor, Human Resource employee, the Board, or any members thereof, concerning disciplinary action or are investigatory in nature, they will be given prior written notice of the meeting including the purpose of the meeting and the invited participants, including third-party individuals in order to determine the need for legal representation. If a law enforcement officer is present, the bargaining unit employee will be notified of their right to representation.

Section 2. Right of Representation.

A Bargaining Unit member, who is the subject of such a meeting conducted by the District to obtain information that could be used as a basis for discipline, demotion, or other adverse consequences to the employee's job status or working conditions; asks an employee to explain or defend their actions; or is part of the employer's discipline procedure, shall have the opportunity to request that the Association President, MNEA staff and/or attorney, or designated member leaders be present during the interview pursuant to Federal and State of Missouri Statutes. However, designated member leaders will not be dismissed from District work responsibilities to participate in such meetings.

At any time prior to or during the interview the employee reasonably believes the meeting will likely result in disciplinary action, they may stop the investigative meeting and request union representation. If requested, the District may opt to

- (1) grant the request and delay questioning until the union representative arrives and the union representative has had a chance to consult privately with the unit employee;
- (2) deny the request and end the interview; or,
- (3) give the unit employee a choice between having the interview without representation or ending the interview.

Although reasonable efforts will be undertaken to support requests for union representation otherwise, the right to representation does not extend to

- (i) meetings for the purpose of conveying work instructions, training, or communicating needed corrections or improvements in work;
- (ii) meetings where the employee is assured by the District prior to the interview that no discipline or employment consequences will result from the meeting; or,
- (iii) when the purpose of the meeting is to convey or impose discipline that has already been determined with the final decision made prior to the meeting.

If the supervisor denies the request and continues to ask questions, this could constitute an unfair labor practice and a violation of the employee's Weingarten Rights. Additionally, under these Rights, the employee cannot be disciplined for refusing to answer questions without their union representative present.

Section 3. Administrative Leave.

The District shall have the absolute right to conduct investigations into the conduct of employees, at its sole discretion. If the District places an employee on administrative leave pending an investigation, the employee will receive regular compensation until the internal investigation is complete. In the event the employee is found to have engaged in inappropriate conduct or violated any District policy, the employee will be disciplined accordingly, such as docking pay, up to and including termination. The discharge or discipline of employees, when necessary, shall not be performed in an unreasonable, arbitrary, or capricious manner and shall be based on "just cause."

Section 4. Applicable Laws.

Nothing aforementioned in this Section precludes or excludes "rights and protections" granted bargaining unit employees under State or Federal Law, including the employee's ability to invoke their Weingarten, Garrity, and Loudermill Rights, if and as applicable.

Article 9~Non-Discrimination

Section 1. No Discrimination.

There will be no discrimination against any employee in any of the federal or state-protected classes including race, color, religion, sex, national origin, ancestry, age, disability, military status, genetic information, or any other classification identified by Federal or State law or local ordinance. A bargaining unit employee shall not be discriminated against due to their membership in the Association.

Section 2. No Discrimination: Students, Parents, or Others.

Bargaining Unit employees shall not engage in conduct that constitutes discrimination on the basis of an individual's race, color, religion, national origin, sex, ancestry, age, disability, military status, genetic information, or any other classification identified by Federal or State law or local ordinance.

Article 10~Teacher Tenure Act

The provisions of the Missouri Teacher Tenure Act, Section 168.102 et. seq RSMo shall exclusively govern with respect to probationary and indefinite contracts between the District and Bargaining Unit employees.

Section 1. Attainment of Tenure

Certificated educators will receive tenure status on the first day of the sixth consecutive contract. If an educator was employed full-time as a teacher in another school system for at least two consecutive years, they will acquire tenure after four consecutive years of full-time employment as a teacher. Part-time teachers accrue credit toward tenure or permanent status on a prorated basis.

Section 2. Employment Contracts

Once tenured, educators are on an indefinite contract that renews automatically each year with the district. This contract does NOT need to be signed annually. Any teacher

who desires to terminate his contract at the end of a school term shall give written notice of his intention to do so and the reasons therefore not later than June first (1st) of the year in which the term ends or fees by the District may be incurred.

A probationary teacher who is informed of reemployment by written notice shall be tendered a contract on or before the fifteenth (15th) day of April, and shall within fifteen (15) days thereafter present to the employing board of education a written acceptance or rejection of the employment tendered, and failure of such teachers to present the acceptance within such time constitutes a rejection of the board's offer. If a probationary teacher signs the contract and then decides to resign, a fee by the District may be incurred. The Board shall provide written notification of contract nonrenewal to probationary teachers who the district will not retain. If the teacher's contract was nonrenewed due to a decrease in student enrollment, school district reorganization, or the financial condition of the school district, the written notice will include the reason for non-renewal. Otherwise, upon request, the district will provide a concise written statement of the reason or reasons the contract was not renewed.

Section 3. Due Process Rights.

A. Tenured Teachers

1. The indefinite contract of a permanent teacher may not be terminated by the board of education until after service upon the teacher of written charges specifying with particularity the grounds alleged to exist for termination of such contract, a notice of a hearing on charges and a hearing by the board of education on charges if requested by the teacher.
2. At least thirty (30) days before service of notice of charges of incompetency, inefficiency, or insubordination in the line of duty, the teacher shall be given by the school board or the superintendent of schools a warning in writing, stating specifically the causes which, if not improved, may result in charges. Thereafter, both the superintendent, or his designated representative, and the teacher shall meet and confer in an effort to resolve the matter.
3. Notice of a hearing upon charges, together with a copy of charges, shall be served on the permanent teacher at least twenty days prior to the date of the hearing. If the teacher or his agent does not within ten days after receipt of the notice requests a hearing on the charges, the board of education may, by a majority vote, order the contract of the teacher terminated. If a hearing is requested by either the teacher or the board of education, it shall take place not less than twenty or more than thirty days after notice of a hearing has been furnished to the permanent teacher.
4. On the filing of charges in accordance with this section, the board of education may suspend the teacher from the active performance of duty until a decision is rendered by the board of education but the teacher's salary shall be continued during such suspension. If a decision to terminate a teacher's employment by the board of education is appealed, and the decision is reversed, the teacher shall be paid his salary lost during the pending appeal.

B. Probationary Teachers

1. If in the opinion of the board of education, any probationary teacher has been doing unsatisfactory work, the board of education, through its authorized administrative representative, shall provide the teacher with a written statement of deficiency setting forth his alleged incompetency and specifying the nature thereof, in order to furnish the teacher an opportunity to correct his fault and overcome his incompetency. If improvement satisfactory to the board of

education has not been made within ninety (90) days of the receipt of the notification, the board of education may terminate the employment of the probationary teacher immediately or at the end of the school year. Nothing contained in this section shall give rise to a cause of action not currently cognizant at law by a probationary teacher for any reason given in said writing so long as the board issues the letter in good faith without malice, but an action for actual damages may be maintained by any person for the deprivation of a right conferred by this act.

2. If a hearing is requested by either the teacher or the board of education, it shall take place not less than twenty or more than thirty days after notice of a hearing has been furnished to the teacher.

3. Any probationary teacher who is not notified of the termination of his employment shall be deemed to have been appointed for the next school year, under the terms of the contract for the preceding year. A contract between a probationary teacher and a board of education may be terminated or modified at any time by the mutual consent of the parties thereto.

Article 11~Collaborative Decision Making

The District values employee voice and recognizes the benefit when employees are included in the decision-making process. Both the District and the Association recognize mutual benefits when both parties have joint communication that is transparent and collaborative.

Section 1. Meetings.

To ensure ongoing communication and collaboration, the Association President and/or ESP Director and appropriate District administrators will communicate regularly regarding matters that impact bargaining unit employees. Such communications may include but are not limited to, periodic in-person meetings, email communications, virtual meetings, and other modes of communication.

Should the parties deem it appropriate, they may agree to meet at regularly scheduled times on an ongoing basis with the district in order to move the District forward with strategic goals.

Section 2. District Committees/Work Groups.

In order to maintain open communication and provide opportunities for the Association to advise and consult with the District on issues, the District shall provide an option for bargaining unit representatives to serve on District committees/work groups that relate to employees in the bargaining unit. The District reserves the exclusive right to determine whether to form and/or eliminate any District committees.

Section 3. Department or Building Committees/Teams.

Each department acknowledges that it benefits from input from its stakeholders when making decisions and setting goals that directly impact its employees. Department Directors or Building Leaders will make an effort to include the Association ESP Director, if applicable, and an annually rotating selection of Bargaining Unit employees when opportunities present themselves for changes and improvements within the department.

Article 12~General Working Conditions

Section 1. Contract Year.

The contracted year will include 185 paid workdays including:

- eligible paid holidays as defined by Article 20, Section 10
- five (5) professional work/learning days prior to the start of the school year that will include a minimum of 18.5 self-directed professional work hours (2023-2024 school year)
- three (3) self-directed teacher end-of-quarter workdays with a maximum of two (2) professional learning hours that may occur on both the second and third end-of-quarter workdays
- Fall Break, Winter Break, Spring Break, and Summer Break will be protected as guaranteed time off. There will be no expectation for employees to work outside of the contracted days. Any employee that agrees to work on days not contracted, will be compensated.

Section 2. Work Day.

The workday for Bargaining Unit employees will be defined as 7 hours and 45 minutes, including a duty-free lunch.

Section 3. Meal Period.

Bargaining Unit Employees will not be assigned any duty which would prevent the employee from receiving a minimum of a scheduled thirty (30) minute duty-free daily lunch period.

Section 4. Planning Time.

- A. General Provisions - Planning time is provided to all teachers for the purpose of preparing for instruction and the performance of professional duties exclusive of direct student instruction or evaluation. The District will provide an average of 250 minutes of self-directed planning time per week, consistent with MSIP recommendations, unless a Bargaining Unit employee agrees not to receive a planning time period. Bargaining Unit employees shall remain on school property during their planning time unless otherwise approved by the building administrator.
- B. Teachers who are assigned supervision responsibilities during their planning time, or are asked to absorb students from another classroom or period during the day, are eligible to receive additional compensation in accordance with the District's practice and the terms of this Agreement.
- C. Teachers may be required to attend one leader-directed meeting per week during scheduled plan time.
- D. The provisions of this section shall not apply to Bargaining Unit employees participating in new teacher development programs, Bargaining Unit employees whose performance has been identified by the District to be deficient, and/or Bargaining Unit employees who voluntarily enter into committees or other assignments that require the use of planning time.

Section 5. Staff After-Workday Meetings.

Staff meetings will be scheduled either immediately before or after the student instructional day. The district will limit staff meetings to a maximum of two (2) per month, with each meeting not to exceed sixty (60) minutes. Staff meetings can be scheduled as one meeting, up to 120 minutes per month, if staff consensus is met. If the employee is required to attend an all-staff district function, this time will take the place of one of the monthly staff meetings. Principals will provide a list of staff meeting dates for the school year by the end of the first week of school.

Section 6. Professional Learning.

Professional Learning is an important part of the growth of an educator and is necessary to meet the goals of the District. When outside of regular contracted time, the district will compensate the Bargaining Unit employees for required professional development at the hourly rate specified in the Board approved salary schedule.

Section 7. Parent-Teacher Conferences.

To enhance clarity and promote collaboration, sites will designate one late parent/teacher conference night during the District approved parent/teacher conference window, ending no earlier than 7 pm. To accommodate families who cannot attend the designated late night, individual teachers will offer additional dates and conference times during the District approved conference window, working no less than 7.25 hours off contract time. Teachers will submit their conference schedules in advance of their first scheduled parent/teacher conference. Teachers will also submit a conference log at the conclusion of the parent/teacher conference window.

Section 8. Staffing Limits.

In order to enhance student success, the District will strive to provide student/teacher ratios that are consistent with MSIP guidelines as identified by the Missouri Department of Elementary and Secondary Education.

Section 9. Grades.

Determination of the grading practice or policy shall be the responsibility of the District at its discretion. Teachers shall have the primary responsibility to implement the District's policy/practice. If a change to a student's grade is requested, the teacher shall be notified and given an opportunity to discuss the proposed change. The person making the change shall take responsibility for the change and notify the teacher.

Section 10. Job Sharing/Part-Time Teachers.

The district may employ classroom teachers through a job-sharing arrangement or as part-time educators. Classroom teachers in a job-sharing position who meet all eligibility requirements shall receive benefits, paid legal holidays, and paid leave applicable to all classroom teachers on a pro-rata basis.

Teachers working part-time shall receive prorated weekly plan time, and their daily work schedule will align with their contracted workday. The District will make a reasonable effort to accommodate part-time teachers' work schedules when planning required training and meetings. However, on occasion, the parties recognize that the District may not be able to make such

accommodations and the supervisor will work with such teachers to limit any inconvenience.

Section 11. Traveling Teachers.

Traveling teachers shall have a home-school assignment. The home-school assignment will be the school where a traveling teacher teaches most frequently. If equally assigned to multiple buildings, the home-school assignment will be the school in which the teacher starts their day. If the teacher alternates days at each site, the home-school assignment will be the school the teacher is assigned to on the first day of school.

Bargaining Unit employees whose work assignments require them to travel from one work site to another shall be provided sufficient travel time between work sites. Such employees shall be provided preparation and lunch periods in accordance with all provisions of this Agreement. Any Bargaining Unit employee who utilizes their personal vehicle for travel within the District during the contracted day shall be reimbursed by the District at the District's rate for miles driven.

The principals in all schools where a traveling teacher works will collaborate on the evaluation and the assignment of duties (including Open House or any other duties beyond contract time) to assure that a traveling teacher has no more duties than any other teacher.

Section 12. Related Arts/Specialty Teachers.

- A. In the event that the District develops a master schedule that does not provide an average of 250 minutes of planning time to specialty teachers as compared to general education teachers, a reduced schedule of before/after school duties will be made for those teachers to account for the deficiency. The Association President may meet with the building principal to discuss the schedule. It is understood between the parties that the District has the discretion to determine the final master schedule.

Section 13. Special Education Teachers

- A. All SPED teachers will have up to four (4) paperwork days per school year to work on IEPs or complete other special education tasks. Requests can be made in full day or half day increments but will not exceed four full days unless prior approval is granted due to extenuating circumstances. The teacher will remain at their school site or make arrangements to work at the Special Education office for paperwork days.

Section 14. Full-Time Virtual Teachers

- A. Students should not be supervised by a Launch teacher who is on plan time, duty-free lunch, or teaching a Live course.
- B. Secondary full-time virtual teachers will be assigned a maximum student load of 198 students total for the semester for the base contract, excluding elective adjunct sections and co-taught sections.

Section 15. Student Behavior and Discipline.

A. Philosophy - The District and the Association recognize the importance of clearly defined policies and procedures concerning student behavior and discipline in a quality educational environment. The purpose of the Student Discipline Guidelines, as published by the District, is to guide students toward acceptable forms of behavior, develop and strengthen their ability to promote self-discipline, and facilitate a suitable environment for instruction. It is the intention of the District and the Association that Bargaining Unit Members and administrators work in a mutually supportive manner to establish and maintain appropriate student behavior and discipline.

B. Student Behavior and Discipline - General Responsibilities

I. A written description of the rights and responsibilities of all Bargaining Unit employees with respect to student behavior and discipline as defined within the Student Discipline Guidelines of the Parent/Student Handbook shall be made available online by the District or presented to each teacher by the building administrator or designee at the beginning of each school year.

Rights:

- expect students to maintain self-discipline and control.
- expect actions to be taken that reduce disruptions detrimental to the learning atmosphere, including student removal when necessary.
- work in an atmosphere and environment that are safe and secure.
- use reasonable physical force against a student for the protection of the student or other persons or to protect property. Restraint of students in accordance with the district's policy on student seclusion, isolation, and restraint is not a violation of this policy.

Responsibilities:

- enhance the self-esteem of others by treating all with respect.
- model and foster behaviors that will increase student self-discipline and internal control.
- maintain an orderly classroom atmosphere that is conducive to learning.
- monitor the school environment to ensure that it is safe and secure

2. The administrator shall make the Bargaining Unit employee aware of their response to the student disciplinary referral within three (3) business days when possible.

C. Administrative Assistance

1. If, after several attempts, the Bargaining Unit employee is unable to schedule a parent/teacher meeting, the building administrator (or designee) shall assist and support the teacher with scheduling a meeting with the parent/guardian and the Bargaining Unit employee.
2. If the building administrator receives a complaint from a parent/guardian regarding the Bargaining Unit employee's student

discipline referral, the administrator will make an effort to discuss the complaint with the Bargaining Unit employee before scheduling a meeting with the parent/guardian.

Section 16. Compensation for Supervision of Practicum/Pre-Service Teachers.

Teachers have the right to consent to host a pre-service teacher from a college or university teacher education program and may receive payment for such service from the college or university. Where the college or university pays the teacher directly, it shall be the responsibility of the teacher to make any inquiries to the college or university relative to the payment. The District will not deduct sums from payments made by colleges or universities, except for standard payroll deductions.

Section 17. Compensation for Additional Load.

Bargaining Unit employees who agree to teach additional classes during the regular school year at the request of the District will be paid a pro-rata amount based on their annual salary and based on the additional FTE percentage being taught.

Article 13-Placements and Transfers

Section 1. Philosophy.

- A. The transfer of employees from one building to another can provide opportunities for professional growth, increased effectiveness of personnel, the challenge of a new position, and stimulation through changed surroundings. For these reasons, employees should feel free to request transfers within the School District.
- B. From time to time, Bargaining Unit employees may need to be transferred to another position in the District in order to meet the needs of the School District. The most common reasons for the transfer of Bargaining Unit employees within the District are changing enrollment patterns or changes to course/program offerings.
- C. First consideration must be given to the best interest of the students in the schools.
- D. Final decisions relative to the transfer of employees shall be reserved for the Superintendent or designee. The following provisions of this Agreement indicate the usual ways in which such authority will be exercised.

Section 2. Definitions.

- A. Transfer. A change in work location from one building to another or reassignment to a different area of certification.
- B. Involuntary Transfer. A change of placement from one school building to another

was initiated by the district-

C. Re-employment. When a Bargaining Unit employee resigns from the District and at a later date is re-employed by the District, the employee's length of service shall be determined by all-time under contract as a District employee covered by this Agreement, except for the following:

- 1) When a Bargaining Unit employee is granted a leave of absence from the District, the period of time included in the leave of absence shall not be counted toward the length of service, except as specified by federal or state regulation or when serving as a President of the Association. Service prior to the leave of absence shall be included.
- 2) When a Bargaining Unit employee provides contracted service for part of a day or part of a year, the service shall be equated to full-time equivalence. (Example: a half-day contract for two years is equivalent to one year of service.) Extended contract service may not be counted toward the length of service.

Section 3. Eligibility for Transfer.

- A. Full-time Bargaining Unit employees and other district employees holding a DESE teaching certificate are eligible to apply for a position that would result in either a lateral transfer or an advancement of their current position, including those returning from a leave of absence, are eligible to apply for posted vacancies during the established posting period described in Section 5 of this Article.
- B. Part-time Bargaining Unit employees are eligible to apply for positions posted subsequent to the posting period described in Section 5 of this Article, through June 30.
- C. There are no limitations on the number of times a Bargaining Unit employee can transfer except when the employee is not meeting standards on the summative evaluation. A Bargaining Unit employee who does not meet standards on the summative evaluation cannot apply for transfer sooner than one year after receiving a summative evaluation reflecting a deficiency in meeting standards, unless by the mutual consent of the Bargaining Unit employee and the principals at both schools.

Section 4. Posting of Vacancies.

- A. When there is a vacant position within a building prior to June 1st, the building administrator will electronically inform staff of the opening and allow certified staff within the building a minimum of two (2) school days to indicate interest. Any qualified staff member indicating interest will be given the opportunity to meet with the building administrator to discuss the vacancy.

B. An internal posting of all current full-time staff vacancies shall be made on the first Friday of January following the district winter break. The posting shall occur for ten (10) calendar days. Vacancies that occur after the expiration of the January posting shall be posted as they occur and shall remain open to internal and external applicants until filled or closed. Eligible employees, as defined in Section 3-A of this Article may apply for these vacancies until May 31.

C. Bargaining Unit employees who are interested in transfer shall be provided a means by which they will be notified electronically of vacancies, as they become available during the posting period identified in this Article.

D. Vacancies for Bargaining Unit positions will be listed as follows:

1. Elementary vacancies will be posted by the school and identified as kindergarten, lower grades, or upper grades.
2. Secondary vacancies will be posted by middle school or high school and departmental areas only, not by specific teaching assignments.
3. Special Education and Title I vacancies will be posted by an assignment that will include grade levels and service delivery category (cross-categorical, intensive support, coaches, specialists, etc.). These vacancies are based on caseload and posting of vacancies and will be dependent upon confirmed enrollment.

E. Stipend positions may be tied to current vacancies and will be identified on the posting.

Section 5. Application Process.

Applications for transfer for posted positions shall be completed electronically (online) by the Bargaining Unit employee and submitted electronically to the Human Resources Department. The application for transfer may be withdrawn by the Bargaining Unit employee, at any time prior to the applicant's selection for transfer, by sending a written notification to the Human Resources Department. All requests for transfer shall expire upon the position being filled or closed.

Section 6. Selection of Applicants for First Posting Interviews.

When selecting applicants to fill positions during the posting period described in Section 5, administrators will use criteria based on the requirements of the job for which the employee has applied, which will include years of experience, prior performance, certification, and experience in the subject or grade level of the position.

Section 7. Recommendations for Transfer.

The principal and/or school recommendation team of the school in which the vacancy exists, which may include appropriate curriculum supervisors and/or department chairpersons, shall

review the applications, schedule interviews as necessary with the applicants, and make recommendations to the Human Resources Department concerning the person to fill the vacancy.

A. If two or more internal applicants are considered to be equally qualified and determined to meet the needs of the building, grade level, or department, preference will be given to the applicant with the most service in the district.

Section 8. Filling Vacancies after First Posting.

If an applicant acceptable to the District is not identified during the first posting period, administrators may consider applicants from outside the District after February 15th. Internal employees that apply for transfer during the posting period remain eligible to apply for subsequent positions posted through May 31.

A. If two applicants (internal and external) are considered to be equally qualified and determined to meet the needs of the building, grade level, or department, preference will be given to the internal candidate.

B. During the contract year, the district may choose to fill a vacancy on an interim basis and become a vacancy the following contract year.

Section 9. Notification of Transfer Applicants.

All applicants will receive notification from the Human Resources Department when the position for which they applied has been filled.

If an employee's request for a voluntary transfer is denied the employee shall be granted, upon request, a meeting with the administrator(s) who denied the transfer in order to discuss the reasons for the denial.

Section 10. Risk of Involuntary Transfer.

If a Bargaining Unit employee does not receive the specifically requested assignment, the Bargaining Unit employee shall not incur any additional risk for any involuntary transfer.

Section 11. Tentative Transfer Period.

All transfers are tentative until student enrollment figures are verified on the first Friday after Labor Day.

Section 12. Notification of Assignment.

Unless otherwise notified, it is assumed an employee will maintain their assignment for the next school year upon renewal. If a change is expected for the next school year, the district will notify employees of the building and grade level/subject area/service delivery category of their assignment prior to the issuance of teacher contracts. It is desirable in making assignments to consider the interests and aspirations of teachers. If the administration finds it necessary to modify the grade level or subject area after a contract is issued, the principal will discuss the change of assignment with the teacher including supporting evidence for such change. If the modification affects the building assignment, the involuntary transfer process will be followed.

When the District places an existing Bargaining Unit employee in an assignment that requires

additional certification, the District will reimburse the employee for one test registration fee upon confirmation of a "pass" of the exam and submission of a copy of the required DESE certification. Certification is to be obtained by the Bargaining Unit employee by the following year's contract renewal. In the event the Bargaining Unit employee is unable to obtain appropriate certification and/or declines the assignment that requires additional certification, the District will allow the employee to transfer and/or will be reassigned to a position in which they are certified to teach, as opportunities are available.

Section 13. Involuntary Transfers.

Due to a drop in Enrollment/Shift in Scheduling Patterns:

- A. An attempt shall be made to secure voluntary transfers among the faculty.
- B. If the needs cannot be met by volunteers, the following criteria shall be used in determining which Bargaining Unit employee is required to be reassigned:
 - 1. certification in the department affected.
 - 2. absence of responsibilities for which a differential is paid.
 - 3. length of service in the District.
- C. A Bargaining Unit employee who is required to be reassigned will be given first priority to established schools before other requests are considered if the need for reassignment has been determined during the regular posting period.
- D. An opportunity for the Bargaining Unit employee to meet with the appropriate executive leader shall be provided, at the request of the Bargaining Unit employee, within two weeks of the notification for transfer.
- E. Employees who are involuntarily transferred or reassigned due to a decrease in enrollment or a shift in scheduling patterns shall be allowed to return to their previous position within (1) school year if the opportunity presents itself and the teacher meets all performance expectations. Return to the previous position must occur prior to the first day of instruction or following the completion of a school year.

Section 14. Additional Compensated Responsibilities.

- A. If a Bargaining Unit employee whose initial assignment to a particular school included responsibilities for which a differential contract (District Stipend) is provided and the Bargaining Unit employee is released from that differential contract, then the Bargaining Unit employee may be required to transfer in order to provide a place in the school for the person who will assume the differential contract position.
- B. When determining assignment of additional academic compensated responsibilities, the selection process shall include the gathering of input from stakeholders that are impacted by the role in order to best meet the unique needs of the building.
- C. Consideration for release from an extra-curricular assignment may be given to the senior Bargaining Unit employee if the employee's differential contract responsibilities can

be filled to the principal's satisfaction.

Section 15. Closing of a School.

If it is necessary to close a school, the Bargaining Unit employees at the school to be closed will have their requests for reassignment given first priority before other requests for reassignment are considered.

Section 16. Changes to Bargaining Unit Positions.

If the responsibilities or duties of a position substantially increase or decrease, the Association may request that the position be reviewed for possible reclassification. When a position is reclassified, the District will make an effort to notify affected employee(s) prior to the annual contract renewal. If changes are made after the employee contract has been signed, the employee can leave the contract without penalty and/or be considered for a transfer.

Article 14~Reduction in Force

Whenever it is necessary to decrease the number of teachers because of insufficient funds or a substantial decrease in pupil population within the District, the Board of Education upon recommendation of the Superintendent may cause the necessary number of teachers to be placed on an unpaid leave of absence as provided in Section 168.211, RSMo and Board of Education Policy GCPA. The provisions of this section do not preclude the District or its Board of Education from making decisions regarding staffing needs, as such decisions are at the sole discretion of the District and its Board of Education.

Article 15~Drug and Alcohol Testing

Section 1. Drug /Alcohol Testing General.

This Drug/Alcohol Testing program applies to all Bargaining Unit employees and includes testing for Drugs and Alcohol as described herein.

Section 2. Definitions.

For the purposes of this Article, the following terms are defined:

- A. Driver -- an Employee who operates a District-assigned motor vehicle or is required by the District to hold a driver's license. Drivers include but are not limited to, full-time and part-time regularly employed drivers, and intermittent or occasional drivers.
- B. Safety-Sensitive Function -- includes such responsibilities as time on duty waiting to be dispatched, driving time, assisting, or supervising loading or unloading, repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle. Supervising the loading or unloading of school children or student equipment onto a school bus shall not be a "safety-sensitive function".
- C. Alcohol - the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
- D. Drug - any controlled substance listed under section 102(6) of the Controlled Substance Act (21 U.S.C. 802(6)) as specified by the administrator of the federal Department of Transportation.

- E. Employee - A Bargaining Unit employee of the District who is covered by this Agreement.
- F. Medical Review Officer ----- a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug-testing program who meets the qualifications as listed in 49 C.F.R. 40.3.
- G. Non-Driver – an Employee who is not a Driver or an Employee who performs a Safety Sensitive Function.
- H. Substance Abuse Professional -- a licensed physician or certified psychologist, social worker, employee assistance professional, or certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.
- I. Split Specimen -In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the Bargaining Unit employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result as listed in 49 C.F.R. 40.3.
- J. Split specimen collection. A collection in which the urine collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B) as listed in 49 C.F.R. 40.3.

Section 3. Covered Employees.

All Bargaining Unit employees shall be covered under this Article.

Section 4. Program Coordinator.

The District's Chief Human Resources Officer or designee shall be the program coordinator to implement the alcohol and drug testing program of the District within the guidelines of this Article.

Section 5. Alcohol/Drug Testing Procedures.

Alcohol and drug testing performed pursuant to this Agreement shall:

- (a) be conducted by a laboratory certified by the Department of Health and Human Services to conduct Drug specimen analysis using appropriately trained personnel;
 - (b) use a Medical Review Officer to verify laboratory alcohol and drug test results;
 - (c) provide individual privacy in the collection of specimen samples to the maximum extent possible;
 - (d) use a split specimen; and,
 - (e) use specimen collection procedures and chain of custody procedures that ensure that specimen security, proper identification, and integrity are not compromised, to the maximum extent possible.
- f)Alcohol testing shall use field sobriety testing and/or a federally approved evidential breath testing device (EBTD) by a trained breath alcohol technician (BAT). In the event the field sobriety testing and/or EBTD indicates alcohol intoxication, the employee will be transported to a testing facility for further testing as defined in Section 8.

Section 6. Alcohol and Drug Prohibitions.

The following alcohol and drug prohibitions exist for employees covered by this Agreement:

- A. No Employee shall possess alcohol or unprescribed drugs while at work. No Employee shall use alcohol or unprescribed drugs while at work. Isopropyl alcohol use that is provided by the school district and is used for district-approved purposes such as school projects, health room, and sanitization may be possessed on district property as it is not intended for consumption.
- B. No Employee required to take a post-accident test shall use alcohol for eight (8) hours following the accident or until they undergo a post-accident alcohol test (whichever comes first).
- C. No employee shall report for work or perform work when the employee uses any drug, except when the use of prescribed Drugs is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the Employee's ability to safely perform the employee's job duties and the Employee has informed the District of the use of such drug(s) prior to operating a motor vehicle and/or performing safety-sensitive functions for the District.
- D. No Employee shall report for work or perform work if the Employee tests positive for unprescribed Drugs or Alcohol.

Section 7. Post-Accident Alcohol/Drug Tests.

Alcohol and Drug tests shall be conducted on a Bargaining Unit employee as soon as practicable after an accident if such employee:

- A. Was driving a motor vehicle as part of his/her work responsibility, was performing safety-sensitive functions with respect to the vehicle, or the accident involved loss of human life, or
- B. Receives a citation under state or local law for a moving traffic violation arising from an accident while operating a motor vehicle for the District; or
- C. The accident involved bodily injury to any person who, as a result of the injury, immediately received medical treatment away from the scene of the accident.

All post-accident alcohol and drug testing shall be conducted within the required time periods. If a test is not conducted within the appropriate period, then the test will not be given, and the program coordinator shall prepare and maintain a file documenting the reasons the test was not promptly administered. In cases where an employee has sustained an injury, the Employee's medical condition shall be considered by the treating physician prior to drug and alcohol testing. The Employee shall provide appropriate samples for drug and alcohol testing, where the Employee is able to safely engage in such testing, in the opinion of the treating physician. Post-accident testing requirements may be fulfilled by properly administered tests conducted by federal, state, and/or local law enforcement officials as long as the results of those tests are provided to the District.

Section 8. Reasonable Suspicion Alcohol/Drug Tests.

This Section shall apply to all Bargaining Unit employees. Any qualified supervisor or District Administrator who has reasonable suspicion to believe that an employee has violated the Alcohol or Drug prohibitions of the District shall require the employee to submit to the appropriate testing. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The

observations may include indications of the chronic and/or withdrawal effects of Drugs or Alcohol.

The District Administrator should contact Human Resources to determine if testing needs to occur. If testing needs to occur and HR is not present then the administrator or designated school official will need to be present with their employee until the employee is released.

Alcohol testing is authorized for reasonable suspicion only if the required observations are made just before, during, or just after the employee's work assignment when the employee must comply with Alcohol prohibitions. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test. If an alcohol test is not administered within two (2) hours of a determination of reasonable suspicion, the District shall prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests shall terminate after eight (8) hours, and the District will state in the record the reasons for not administering the test.

Drug testing shall include documentation by a supervisor or District administrator who makes a finding of reasonable suspicion. They shall create a written record of their findings leading to a reasonable suspicion Drug test within twenty-four (24) hours of the observed behavior or before the results of the test are released, whichever is earlier.

When a Bargaining Unit employee is required to perform a drug or alcohol test off-site under this Section, the District shall provide transportation for the employee to and from the testing facility. If a Bargaining Unit employee has a positive alcohol or drug test, they will be required to have someone come pick them up or they are taken to their residence by a district employee. Bargaining Unit Employees are instructed that they can not pick up their vehicle during school hours and should call Human Resources the following business day to discuss the next steps.

Section 9. Negative or Incorrect Alcohol/Drug Tests.

A Bargaining Unit employee who has a positive drug or alcohol test which is found to be incorrect shall be returned to work with no loss of pay, benefits, or seniority. Qualified supervisors or District Administrators making "reasonable suspicion" judgments should consider all possible explanations for their observations of the employee in question, including but not limited to unintended hazardous material contact exposure by the employee in the performance of their job. (i.e., An unintended skin absorption exposure to an illegal narcotic seized by the employee in the performance of their duty.)

Section 10. Refusal to Submit to Alcohol/Drug Test.

No employee shall refuse to submit to any alcohol and drug test pursuant to this Article. A "refusal to submit" occurs when an employee:

- (a) fails or refuses to provide an adequate breath or urine specimen for alcohol and drug testing when notified of the need to do so after being given a reasonable time to produce the specimen as specified in the United States Department of Transportation Federal Motor Carrier Safety Administration Drug Testing Procedures; or
- (b) engages in conduct that clearly obstructs the alcohol and drug testing process; or,
- (c) attempts to manipulate the results of any alcohol and drug test, including, but not limited to the use of adulterated or "clean" samples; or,

(d) refuses to cooperate with the personnel at the alcohol and drug testing site. An employee who violates the rules as specified above will be suspended from employment pending termination from employment and transported home by a District supervisor.

Section 11. Effect of Positive Alcohol/Drug Test.

An employee who tests positive for alcohol or drugs shall be deemed to have willfully violated the alcohol and drug prohibitions of this Agreement and shall be subject to termination from employment or discipline, as determined by the District. An employee who is not terminated from employment shall be placed on a second chance agreement, designed by the District, which shall include random alcohol and drug testing.

Section 12. Employee Records.

All Bargaining Unit employee alcohol and drug testing records are confidential, and the District will ensure that all alcohol and drug testing records are maintained in a secure location with controlled access. Alcohol and Drug Test results and other confidential information may be released by the laboratory, the breath alcohol technician, or the MRO only to designated District officials and/or the substance abuse professional. Any other release of confidential information is only pursuant to federal regulations or with the employee's written consent.

Bargaining Unit employees are entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including records of tests and test results.

The Association may receive a copy of an employee's testing records if the Employee provides the District with a written consent allowing the District to release the records to the Association.

Section 13. Rehabilitation.

Bargaining Unit employees who violate the alcohol abuse and drug misuse rules set forth in this Agreement will be referred to a substance abuse professional for evaluation and will be advised of the available resources for evaluation and treatment. Any treatment or rehabilitation will be provided in accordance with the health insurance, medical, or other benefit plans in effect at the time.

Article 16~Reporting Responsibilities

Section 1. Reporting Child Abuse or Neglect.

Bargaining Unit employees who know or have reasonable cause to suspect that a child has been subjected to abuse or neglect shall immediately report the suspected abuse or neglect to the Children's Division of the Missouri Department of Social Services hotline, pursuant to State Mandated Reporter law. The employee will promptly notify their direct supervisor and/or Human Resources Department.

Section 2. Reporting Arrests.

In the event, that an employee is arrested and/or charged with a felony violation of state or federal law or a substantiated allegation of child abuse/neglect, the employee or an Association Representative shall report such event to the District's Human Resources Department prior to the employee's next workday for the District.

Section 3. Hazardous Notification.

It is the desire of the District that no employee be placed in danger by an infectious disease or disease agent. To prevent this, the District shall be responsible for establishing guidelines to follow under any and all hazardous conditions.

Section 4. Abnormally Dangerous Conditions.

Bargaining Unit employees shall not be required to work with equipment or vehicles which are abnormally dangerous and, if used, would cause an extreme threat of loss of life, or result in a serious physical injury to the employee or others. Should such a condition exist, the employee must immediately notify the immediate supervisor as provided in this Article. The burden of proving that an abnormally dangerous condition exists rests upon the employee.

Any abnormally dangerous equipment, or vehicles that, if used, would cause an extreme threat of loss of life, or result in a serious physical injury to the employee or others must be reported by the employee to the immediate supervisor by the fastest means available to the employee at the time.

Consideration must be given to the job duties and responsibilities of the employees when determining whether equipment, vehicles, or working conditions are abnormally dangerous.

Section 5. Other Unsafe Conditions.

All other unsafe or potentially hazardous conditions, equipment, or vehicles must be reported to the District as provided in this Article. Employees may be required to continue to work with equipment or vehicles which, at the District's discretion, are not abnormally dangerous and which, if used, would not cause an extreme threat of loss of life or serious physical injury to the employee or others.

Any other unsafe or hazardous conditions, equipment, or vehicle must be reported by the employee in writing to the District by use of a safety reporting form prepared by the District for that purpose employee's supervisor. Within a reasonable time, the District shall respond in writing to the employee to all unsafe working conditions reported through this procedure.

Section 6. Safety Equipment.

All Bargaining Unit employees shall have the responsibility of abiding by the safety rules and regulations promulgated by the District. Additionally, when the District supplies safety equipment, it shall be used by the Bargaining Unit employee. Bargaining Unit employees may be subject to the discretion of the District, for the failure to abide by the safety rules and regulations of the District, or their failure to use the safety equipment supplied to them,

It shall be the responsibility of the District to train all employees covered by this Agreement in the use of all safety equipment and supplies provided to the said employees by the District.

Article 17~Workers Compensation

Section 1. Workers' Compensation Generally.

The District agrees to cooperate toward the prompt disposition of compensable employee

on-the-job injury or illness claims. The District shall provide Workers' Compensation protection for all Bargaining Unit employees in compliance with the law and Board of Education policy: GBEA.

Section 2. Reporting Injuries.

All on-the-job accidents or illnesses, no matter how minor in nature, shall be reported by the injured employee to the employee's immediate supervisor or other person designated by the District within 30 days of the incident, who will arrange treatment of the injury if necessary. Failure to so report an accident or illness may result in disciplinary action.

Section 3. Making False Claims.

Any Bargaining Unit employee who makes an accident report (or reports) concerning the employee's condition following an on-the-job accident or illness which, in the District's discretion, is false, in whole or in part, or which misrepresents any material fact, is subject to discipline up to and including immediate discharge. The determination as to the degree of discipline shall be at the District's discretion, consistent with the severity of the employee's conduct.

Section 4. Three-Day Waiting Period.

A Bargaining Unit employee may use accrued leave during the first three (3) workdays missed as a result of a compensable Workers' Compensation injury if the employee returns to work within fourteen (14) days.

Article 18--Grievance Procedure

Section 1. Definitions.

The following definitions are applicable to this Article:

- A. "Grievance" is a claim by a Grievant that there has been a violation or misapplication of the provisions of this Agreement, Policies of the Board of Education that are specifically referenced in this Agreement, or Missouri law where the ultimate solution rests within the authority of the Board of Education. The term "Grievance" does not include matters which are covered by the Missouri Teacher Tenure Act, Section 168.102 et seq RSMo, or other State or Federal Statutes.
- B. "Grievant" is a Bargaining Unit employee or group of employees who are directly impacted, or Association President on behalf of the Association
- C. "Business days" means the days Monday through Friday (exclusive of all recognized District holidays) when the District Administrative Offices are open for business.

Section 2. General Procedures.

The following general grievance procedures shall be followed when processing a grievance under this Article:

- A. Grievances of like nature may be consolidated at an appropriate level of this grievance procedure.

B. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. Failure by the Association or the Grievant to take action within any time limit specified in this Article shall cause the grievance to automatically be waived, forfeited, and dropped, and the grievance shall thereafter not be subject to the grievance procedures set forth in this Article. The time limits specified may, however, be extended by mutual agreement in writing. If any time limit specified in this Article extends into Spring Break, Winter Break, or Summer Break, when the grievant is not assigned to work, any applicable time limitation in this Article shall be automatically extended by ten (10) business days. Failure of the District or its representatives to take action within the time limits specified shall result in the matter being automatically passed to the next step of the grievance procedure.

C. All documents, communications, and records specifically dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

D. Time spent by employees, whether Grievant or Representative, in the processing of grievances, shall be, to the degree possible, at times when such employees are free from assigned duties.

E. All meetings and/or hearings under this procedure shall be conducted in private and should normally include only the witnesses and parties referred to herein.

F. Should any District administrator or supervisor referred to herein be unavailable to perform the specific functions under this Article, the Superintendent or Board may designate a substitute to perform those functions and shall notify the Association of such change. Such designation shall be made within the time limit within which the unavailable administrator or supervisor was to have taken action under this Article.

G. No reprisal of any kind shall be taken by the Board, the Administration, the Association, any employee, or participant/ witness against any Grievant or other participant in the grievance procedure.

H. If the Grievant or the Association at any time during the proceedings set forth herein, files for relief and/or a remedy through any other legitimate forum including the courts, local, state, or federal agency, for a redress of the same or substantially similar questions of fact, the grievance procedures may be suspended by the District, pending resolution of such issues by the chosen forum.

I. The Grievant may be accompanied, if desired, by an Association representative. The accompanying individual may assist the Grievant in the presentation of the grievance.

Section 3. Formal Procedures.

All grievances under this Article shall be processed in the following manner:

A. Step 1 - First Line of Supervision/Building Administrator

(1) Informal Discussion of Grievance - An attempt shall be made to resolve any alleged grievance in an informal discussion between the employee who is the Grievant and the person who has the ability to resolve the concern at the lowest level of supervision. An informal answer or adjustment of a question or complaint concluded between an employee and such supervisor shall not establish a precedent in any comparable situation and shall not be inconsistent with this Agreement or applicable Missouri law. The informal discussion of the grievance shall occur no later than five (5) business days after the date of the occurrence of the event giving rise to the grievance or after such event first became known to the Grievant.

(2) Filing of Grievance with Executive Director - If the Grievant is not satisfied with the resolution of the grievance after the informal discussion outlined above, or if the informal grievance discussion does not occur within the time period specified in Section 3(A)(1) above, the Grievant may file a grievance, in writing, on a form prepared for this purpose, with the appropriate Executive

Director within twelve (12) business days after the date of the occurrence of the event giving rise to the grievance or after such event first became known to the Grievant.

(a) The written grievance shall provide a description of the facts that are alleged to give rise to the grievance and shall state the remedy requested;

(b) Within five (5) business days after the Executive Director receives the written grievance, a meeting shall be held with the Grievant and the Executive Director at a mutually agreeable time other than when the employee is engaged in assigned duties, to discuss the grievance and attempt to resolve the same. The Grievant may be accompanied by an Association representative to the meeting upon the request of the Grievant.

(c) The Executive Director shall render a decision and communicate it in writing to the Grievant and/or the Association, and the Chief Human Resources Officer within five (5) business days following the meeting between that person and the Grievant.

B. Step 2 - Superintendent/Chief Human Resources Officer

(1) Filing of Grievance with the Superintendent/Chief Human Resources Officer- If the Grievant is not satisfied with the resolution of the grievance at Step 1, or if no decision has been rendered, the Grievant may present the grievance to the Superintendent/Chief Human Resources Officer. The grievance shall be presented in writing within five (5) business days after the decision at Step 1, or ten (10) business days after the meeting between the Grievant and the Executive Director if no decision was rendered by the Executive Director.

(2) Meeting with the Superintendent/Chief Human Resources Officer - Within five (5) business days after the grievance is presented to the Superintendent/Chief Human Resources Officer, a meeting shall be held with the Grievant and the Superintendent or the Chief Human Resources Officer, who shall serve as the designee of the Superintendent, in an effort to resolve the grievance.

(3) Decision of the Superintendent/Chief Human Resources Officer- The Superintendent Chief Human Resources Officer, shall give an answer within five (5) business days of the meeting and communicate it in writing to the Grievant, Association, and Executive Director.

C. Step 3 -Appeal To The Board Of Education

(1) Appeal to the Board- In the event that the Grievant is not satisfied with the resolution of the grievance at Step 2, or if no decision has been rendered by the Superintendent/Chief Human Resources Officer, the Grievant may appeal the resolution to the Board. All procedures of the appeal should provide for an equitable and impartial process.

(2) The Board shall consider and decide the Grievant's appeal in a closed session which shall occur no later than the second scheduled meeting or thirty (30) days, whichever is longer, after receipt of the Grievant's appeal, unless otherwise agreed to by the Grievant and District. The Board shall receive and review the grievance, previous decisions, and responses and may accept, reject, or modify any previous determination made on the Grievance.

(3) The Board will hear the appeal by receiving written submissions from the Grievant and the Administration and may, upon request of the Grievant, listen to oral presentations by the Grievant and the Administration. The decision of the Board shall be final and binding upon all parties to the grievance procedure. The Board shall notify the Grievant in writing as to its decision within ten (10) business days after a final vote is taken concerning the appeal of the Grievance.

Article 19~No Strikes

Section 1. No Strikes.

There shall be no strikes, including but not limited to, a work stoppage, sympathy strike, or slow down, on the part of the Bargaining Unit employees.

Section 2. Discipline.

Should any Bargaining Unit employee engage in a strike, work stoppage, sympathy strike, or slow down, such conduct shall constitute a willful violation of, or failure to obey, the school laws of this State or this Agreement, and shall be cause for discipline, up to and including discharge of the employee.

Article 20~Leave Policies

Section 1. Short-Term Leaves.

The provisions of Board of Education policies relating to employee short-term leaves, as modified hereafter from time to time by the District's Board of Education in its sole discretion, shall be applicable to employees covered by this Agreement. Board Policies relating to employee leaves shall be consistent with federal and state law. Any short-term leaves required to be provided by state and/or federal law applicable to school district employees shall be extended to eligible employees covered by this collective bargaining agreement as of the effective date of such federal or state law, including Military Leave, Professional Leave, Election Leave, Leave to Vote, Jury Duty Leave,

Leave for Court Subpoena, Firefighter Leave, Crime Victim Leave, Civil Air Patrol Leave, Coast Guard Auxiliary Leave, Pregnancy/Childbirth/ Adoption Leave and VESSA Leave.

Section 2. FMLA Leave.

The provisions of Board of Education Policy GBBDA-- Leaves Of Absence - Family Medical Leave Act, as modified hereafter from time to time by the District's Board of Education in its sole discretion, shall be applicable to the employees covered by this Agreement. Board Policy GBBDA shall be consistent with Federal and State Law. Any amendment of family medical leave laws required to be provided by state and/or federal law applicable to school district employees shall be extended to eligible employees covered by this collective bargaining agreement as of the effective date of such federal or state law.

Section 3. Bereavement and Pallbearer Leave.

The District will provide bargaining unit employees with two (2) paid bereavement days each school year (July 1-June 30) to attend the funeral or make funeral arrangements for an immediate family member of the bargaining unit member. In addition to the two (2) bereavement days, bargaining unit employees may use other available leaves as specified hereinbelow.

When a death occurs in a bargaining unit employee's immediate family, the employee may use their accrued sick leave/PTO to attend the funeral or make funeral arrangements, within two weeks after a death occurs. Exceptions may be approved by the superintendent or designee. The district may require verification of the need for the leave.

When used in this Section, the term "Immediate Family" shall mean the bargaining unit employee's husband, wife, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepparent, stepbrother, stepsister, aunt, uncle, niece, nephew, or any other person for whom the employee is legally responsible, or such other individual as authorized by the District's Chief Human Resources Officer due to the nature of the personal relationship between the bargaining unit employee and the individual.

A bargaining unit employee who is absent because the employee attends a funeral as a pallbearer may use up to one (1) day of their accrued sick leave/PTO in any school year to cover the hours missed from their work assignment. No more than eight (8) sick/PTO leave days may be cumulatively used in any school year for death in an employee's immediate family and service as a pallbearer in addition to the two (2) days of bereavement leave established herein. In order to receive pay for pallbearer duty, the employee must file verification of the absence with the District's Human Resources Department.

The appropriate use of bereavement leave as specified herein shall not be considered for purposes of determining excessive absenteeism.

Section 4. Association Leave.

In the event, the Association desires to send bargaining unit employee representatives on the business of the Association, and contingent upon the approval of the District by and through the bargaining unit employee's immediate supervisor, such bargaining unit employee will be allowed to attend to the business of the Association, provided a suitable substitute is available and the

Association shall reimburse the District for the cost of the substitute. Requests for bargaining unit employee(s) to attend to the business of the Association shall be submitted in writing at least ten (10) days prior to the requested absence. Any such requests will be denied if the absence will disrupt the regular operations of the department or division, or if qualified and appropriate substitute coverage cannot be obtained.

This leave will not be charged against the employee in disciplinary action. No more than two (2) workdays will be approved per school year (July 1-June 30) for a bargaining unit employee to attend to the business of the Association.

All ESP Directors may request and must be approved to use SNEA Business days to conduct meetings with District leaders as necessary. All SNEA Business days will be reimbursed to the district at the substitute rate or the employee rate if no substitute is needed.

Section 5. Long-Term Leaves.

The provisions of Board of Education policies relating to employee long-term leaves, as modified hereafter from time to time by the District's Board of Education in its sole discretion, shall be applicable to eligible employees covered by this Agreement, including Leaves of Absences for Medical, Family, Child-Rearing, Educational, and Military Leave.

When a bargaining unit employee is absent from active duty on any of the long-term leaves of absence allowed under this policy, the district shall not continue to make its required contributions to the Public School and Education Employee Retirement System (PSRS/PEERS) on behalf of the employee unless 1) the employee is using their accrued sick leave time while on the leave of absence, or 2) the employee is receiving worker's compensation benefits, or 3) otherwise required by law. This long-term leave of absence policy does not constitute the sick leave provisions of the district for purposes of the Missouri statutes governing the Public School Retirement System/Public Education Employees Retirement System (PSRS/PEERS).

When a bargaining unit employee begins a leave of absence without pay, the bargaining unit employee relinquishes their specific work assignment. While a bargaining unit employee is on a long-term leave of absence, the bargaining unit employee shall remain an employee of the district. However, except as required by law, the bargaining unit employee shall not accrue leave time or service time with the district. The bargaining unit employee shall remain eligible to participate in the district's group medical insurance plan, but the bargaining unit employee shall be responsible for the prompt prepayment of the premium.

Section 6. Association President Leave.

The Association President may request a leave of absence from their duties with the District on a part-time or full-time basis during the Term of this Agreement, provided that:

- (a) acceptable adjustments can be made for continuity of instruction or service provided by the President to the District;
- (b) the Association will submit the name of its President and inform the District whether the President is requesting a full-time or part-time leave;
- (c) during a full-time leave, the President shall be released from all District duties (except when required by law);

- (d) during a part-time leave, the President will work the minimum number of hours required to qualify for participation in the District's Employee Health Care Program
- (e) during the leave, the President will be considered an employee of the District and will receive all compensation, accruals, and benefits (including contributions to the appropriate State of Missouri retirement fund) he/she would have received, with salary advancements and adjustments, had he/she remained in his/her last position with the District, contingent upon the Public School Retirement System's determination that the President qualifies as an "employee" for retirement contribution purposes; and,
- (f) The Association will be responsible for reimbursing the District for the employee portion of Medicare, PSRS retirement, and a proportionate share of the employee's compensation as mutually agreed.
- (g) Should the employee meet the District's minimum requirements for benefits eligibility, the district-provided benefits will be afforded to the employee in the same manner as provided to other qualified employees. If the employee does not meet the District's minimum requirements for benefits eligibility, the cost of such benefits will be allocated to the District and Association on a pro-rata basis in accordance with the agreed-upon part-time release.

The President will be eligible to return to a substantially similar position at the beginning of the school year following the end of their term as President. The right to request a leave of absence pursuant to this Section ("Association President") shall be granted exclusively to the President of the recognized representative of the Bargaining Unit as described in Article 2, Section 1 of this Agreement.

Section 7. Paid Time Off (PTO) Leave.

- a. Bargaining Unit employees will accumulate four (4) PTO days on July 1 of each school year and will accumulate one (1) PTO day each month of services. For purposes of accrual of PTO leave benefits under this Article, the term "PTO leave day" means the number of hours the employee is regularly scheduled to work each workday. An eligible Unit employee who has less than a 1.0 FTE will accrue PTO leave on a pro-rata basis.
 - 9-month employees = 4 +9 for a total of 13 PTO days
- b. Paid time off leave cannot be taken on the following block-out days without approval:
 - i. Educators, Administrative Assistants, Support Staff, SISPs, and Nurses: on the first or last instructional day of each quarter or the last instructional day prior to scheduled school breaks, including fall, winter, and spring breaks.
- c. Further, paid leave cannot be taken in more than three (3) consecutive days without submission of documentation from a medical provider indicating the need for extended medical absences or advanced written approval of the employee's immediate supervisor. Bargaining Unit employees will provide at least forty-eight (48) hours advance notice of expected or known PTO absences. Emergency situations, including unforeseen overnight illnesses, will be reported as soon as possible. Outside of the circumstances listed in (b) or (c), no approval or disclosure of reason is required for PTO usage.

- d. PTO is not vacation leave. It is limited to the reasons listed below and in accordance with Board Policies GCBDA/GDBDA, and is subject to the limitations noted herein:
 - i. Tax investigation.
 - ii. Court appearances, unless applicable law requires no leave to be charged to the employee.
 - iii. Wedding or graduation.
 - iv. Observance of a religious holiday.
 - v. Conducting personal business of such a nature that it cannot be performed on a Saturday, Sunday, or scheduled work hours, including parent-employee conferences.
 - vi. Absences under leaves authorized by law, policy, or the board that would otherwise be unpaid including, but not limited to, leave under the FMLA.
 - vii. Leave for other purposes as approved by the principal in writing
 - viii. Illness, injury, or incapacity of the employee.
 - ix. Illness, injury, incapacity, or funeral of a member of the immediate family.
 - x. Illness, injury, or incapacity of other relatives, with permission granted by the superintendent.

- e. Unused PTO leave days do not accrue or carry over from year to year. Unused PTO leave days will revert to the employee's accrued sick leave at the end of the year (as of June 30 of a given school year). Sick leave accruals remain subject to the limitations and maximum accruals set forth in Board of Education policies, as may be amended from time to time hereafter by the Board of Education in its sole discretion. Nothing in this Section shall prevent a Bargaining Unit Employee from using their personal sick leave for medical issues pertaining to themselves or their family members.

Section 8. Excessive Absences.

The parties agree that for disciplinary purposes, the term "excessive" as related to Bargaining Unit employees' absences shall include all employee absences which are not otherwise protected by state or federal law, including PTO absences, and shall not exceed the total number of PTO days awarded per school year (July 1-June 30 of a given year). The employee's supervisor should discuss a concerning pattern of absences prior to discipline being administered. Any bargaining unit employee who willfully violates or misuses the leave policies and/or leave plans of the District, or who misrepresents any statement or condition in order to receive benefits allowed by this Article, may be disciplined up to and including termination of employment.

Section 9. Inclement Weather Leave.

In the course of any school year and at the sole discretion of the Superintendent, the actual contract days required worked may be lower than the number set forth in this agreement due to inclement weather or other circumstances, as permitted by law. If the Superintendent, in their sole discretion, does not require Bargaining Unit members to make up contracted work days, the member's total annual salary will not be altered as a result.

Section 10. Holiday Pay.

A. Designated holidays

- a. Exempt 9-month Bargaining Unit members receive the following

"Designated Holidays" for purposes of this Agreement: New Year's Day, Thanksgiving Day, and Christmas Day.

- B. Rate of Holiday Pay. A Unit employee, when working for the District, shall receive one (1) day of pay for each Designated Holiday in accordance with the requirements set forth in this Article.

Article 21-Fringe Benefits

The provisions of Board of Education policies relating to employee Fringe Benefits, as may be modified hereafter from time to time by the District's Board of Education in its sole discretion, shall be applicable to eligible Bargaining Unit employees. Board of Education policies relating to employee Fringe Benefits shall be consistent with state and federal law. Eligible Bargaining Unit employees shall be extended these fringe benefits in the same manner and to the same extent as other eligible district employees, including:

Section 1. Health Insurance

Bargaining Unit employees who are eligible, as defined by the District's Summary Health Plan Document, will be eligible to participate in the District's Employee Health Care Program to the same extent as other District certificated employees. The Association agrees that in the event reasonable and good faith negotiations between the parties fail to result in an agreement concerning the nature and extent of the District's Employee Health Insurance Plan which will be applicable to the Bargaining Unit employees, the ultimate decision on the nature and extent of the District's Employee Health Care Program shall be left to the District's Board of Education.

Section 2. Retirement

The District will make contributions for all Bargaining Unit employees to the appropriate State of Missouri retirement fund: Public School Retirement System (PSRS) or Public Education Employee Retirement (PEERS).

Section 3. Vehicle Usage

- (i) Personal Vehicles: The District will strive to avoid requiring employees to transport district property on a regular basis between sites in personal vehicles. Employees who are required to utilize their personal vehicle for travel related to work shall be reimbursed mileage at the established IRS rate.

Section 4. Early Separation Notice Incentive.

- a. Contracted employees (including educator and professional contracts) are eligible to receive the early separation notice incentive.
- i. \$1000 – Early notice of resignation or retirement is received by the Human Resources Department on or before January 5th and the employee works the entirety of the school year.
 - ii. \$750 – Early notice of resignation or retirement is received by the Human Resources Department on or before February 5th and the

- employee works the entirety of the school year.
- iii. \$500 – Early notice of resignation or retirement is received by the Human Resources Department on or before March 5th and the employee works the entirety of the school year

Section 5. Sick Leave Payout.

- b. Current Employee. Any eligible Bargaining Unit employee who has accrued more than their maximum accumulations shall annually be compensated for all days in excess at \$100 per day. The remittance of payment shall occur at such time as determined by the District.
- i. An eligible 9-month employee may not accumulate more than 190 sick leave days.
- c. Bargaining unit employees who have accumulated sick leave, upon retirement or voluntary resignation with a written notice submitted 30-59 days prior to the effective date, shall be paid \$35 per day in excess of 60 days. The district reserves the right to waive the two-week voluntary resignation notice period.
- d. Bargaining unit employees who have accumulated sick leave, upon retirement or voluntary resignation with a written notice submitted at least 60 days or more prior to the effective date, shall be paid \$50 per day in excess of 60 days.

Article 22~Wages

Section 1. Salary Schedule.

The Salary Schedule attached as "Exhibit 1" shall apply to the Unit employees during School Year 2023-24.

- A. Effective July 1, 2023, eligible unit employees will receive a one (1) step advance on the District's Salary Schedule.
- B. Effective July 1, 2023, eligible unit employees shall be compensated an additional 3.986% salary increase accordance with the negotiated Salary Schedule attached hereto as Exhibit 1.
- C. The attached Salary Schedule also includes the three-tenths of one percent (0.30%) salary increase which was implemented in School Year 2018-2019 to support four (4) additional hours of training beyond the current contracted school days and hours. This annual training supplements all current, required training in place in the school district. These four hours of training may include seated, simulation, and other such training as deemed necessary and appropriate to support the needs of the district. This 0.30% increase, during the 2018-2019 school year and all subsequent years that the increase remains in full force and effect, shall be reserved specifically to compensate unit members for the referenced training hours. The district will strive to provide options for campuses to schedule training at times that fall between the first and last working days of each affected school year.
- D. Credit will be given for up to 15 years of prior qualifying teaching experience; 15 years of teaching experience equates to placement at step 16 on the applicable column.

Section 2. Movement on Salary Schedule for Advanced Degrees.

A Bargaining Unit employee shall be placed on the appropriate column of the Salary Schedule (Exhibit 1) consistent with the employee's current educational level based on the following rules:

A. When the Bargaining Unit employee provides appropriate documentation to the District's Human Resources Department, consistent with its current practice, of educational credit/degrees received from class work at an approved institution of higher education, the employee may be moved to one of the following Salary Schedule positions:

- (1) Bachelor's: Currently holds a Bachelor's degree.
- (2) Master's Column: Has attained a Master's degree (when one was not previously held);
- (3) Master's Plus 30 / Specialist Column: Currently holds a Master's degree and has attained 30 additional credit hours of course work, or; attains a Specialist's degree (when one was not previously held) or has attained a second Master's degree that is comprised of at least 30 credit hours;
- (4) Doctorate Column: Has attained a Doctorate degree (when one was not previously held).

Section 3. National Board Certification.

A Bargaining Unit employee who achieves National Board Certification as issued by the National Board for Professional Teaching Standards shall receive an additional stipend of three thousand dollars (\$3000.00).

Section 4. National Certified Counselor.

A Bargaining Unit employee who achieves a National Certified Counselor as issued by the National Board for Certified Counselors shall receive an additional stipend of five hundred dollars (\$500).

Section 5. Stipends.

The District Stipend Schedule attached as "Exhibit 2" shall apply to the Bargaining Unit employees.

Section 6. New Teacher Compensation.

Compensation for "new" teachers on the four mandatory training days – The district is willing to pay a flat amount of \$600 to each new teacher for participating in all four days of training. If a new teacher has to be absent from one or more of the training days, this amount will be reduced by \$150 per day for each day missed. The training compensation will be paid during the August 31st payroll.

Article 23~Term of Agreement

Section 1. Term of Non-Economic Provisions of Agreement.

The non-economic provisions of this Agreement shall be in full force and effect from the 1st day of July 2023 and shall continue until the 30th day of June 2024, automatically renewing itself for additional periods of one (1) year each thereafter, from year to year, unless written notice is given by either party sixty (60) days prior to the 1st day of February of any year

thereafter in which this Agreement exists, of a desire to cancel or amend this Agreement. The term "Non-Economic Provisions" shall include all Articles of this Agreement, except wages and economic benefits (such as holidays, sick/PTO leave, leaves of absence, benefit plans, etc.), for the Bargaining Unit.

Section 2. Negotiations for Economic Provisions.

The parties agree that negotiations for economic provisions of this Agreement shall take place on a yearly basis and shall commence no earlier than February 1 and will conclude by June 1 of the school year in which negotiations occur unless the parties otherwise agree. The term "Economic Provisions" shall include all compensation and economic benefits (such as holidays, sick/PTO leave, leaves of absence, benefit plans, etc.) for the Bargaining Unit. These negotiations may be solely between the Association and the District or may include the representatives of other certified/recognized District employee groups, as agreed by the parties.

Article 24~Savings Clause and Complete Agreement

Section 1. Enforcement.

If any portion of this Agreement is or at any time shall be determined by a court of law to be contrary to law, then such portion shall not be applicable or performed or enforced, except to the extent permitted by law, and shall be subject to appropriate negotiations with the Association.

Section 2. Continuation.

In the event that any portion of this Agreement is or shall at any time be determined to be contrary to law, all other portions shall continue in full force and effect.

Section 3. Board of Education Policies.

The Association expressly waives any right to meet and negotiate concerning any Board of Education Policy and agrees that the District's Board of Education shall be free to promulgate, amend, implement, or repeal any Policy, Guideline, or Resolution without engaging in negotiations concerning such subjects or matters with the Association so long as such policy does not conflict with any provisions of this Agreement.

For the Springfield R-XII School District

For the Springfield National Education Association

Bill Ring 6-27-23
Authorized Representative SPS/date

Laura Mullins 6/27/23
Authorized Representative SNEA/date

Bill Ring CHRO
Printed Name and Title

Laura Mullins, President
Printed Name and Title

EXHIBIT 1

Proposed 2023-2024 Salary Schedule

Teacher Salary Schedule

182 Work Days & 3 Holidays - Exempt

186 Work Days & 3 Holidays - Exempt New Hires

Pay Grade	TABS	TCMS	TESP	TFDR
Step	Bachelor's	Master's	Master's +30* or Specialist	Doctorate
1	43,200	47,443	50,092	50,341
2	44,065	48,392	50,834	50,834
3	44,943	49,361	51,849	51,849
4	45,847	50,348	52,888	52,888
5	46,762	51,354	53,947	53,947
6	47,426	52,382	55,026	55,026
7	48,413	53,432	56,125	56,125
8	49,381	54,497	57,661	58,077
9	50,369	55,771	58,953	60,052
10	51,377	57,781	60,241	62,059
11	52,404	59,848	62,013	63,572
12	53,555	61,937	63,754	66,174
13	54,088	62,553	64,390	66,840
14	54,630	63,182	65,035	67,086
15	55,177	63,814	65,685	67,753
16	55,730	64,452	66,343	68,432
17	56,287	65,092	67,006	69,117
18	56,851	65,746	67,675	69,805
19	57,419	66,400	68,355	70,503
20	57,993	67,066	69,034	71,209
21	57,993	67,738	69,727	71,921
22	57,993	68,414	70,425	72,639
23	57,993	69,098	71,127	73,365
24	57,993	69,789	71,841	74,098
25	57,993	70,488	72,558	74,841
26	57,993	71,541	73,641	75,956
27	57,993	72,255	74,376	76,718
28	57,993	72,982	75,120	77,482
29	57,993	73,707	75,872	78,257
30	57,993	74,458	76,632	79,043

*Step Placement- Experience- up to 15 years, place on step 16 on the 30 step scale.

Teacher Extended Days and Supplements

The following exempt positions are compensated by the teachers' salary schedule,

Certified Position Assigned to Base Position	Extended Days	Annual Supplement
Missouri Options Advisor	5	\$0
Counselor - Elementary School or Early Childhood School	5	\$550
Virtual Learning Teacher-Elementary Curriculum Lead	6	\$0
Counselor - Choice Programs	7	\$550
Affective Education/Assessment Coordinator	8	\$550
Coordinator - Middle School Interventions	8	\$4,000
Coordinator - A+	10	\$0
Coordinator - International Baccalaureate - Primary Years Programme		
Coordinator - International Baccalaureate - Middle Years Programme		
Library Media Specialist - Elementary/Middle School		
Refugee and Immigrant Services Coordinator	10	\$3,000
School Community Liaison-ESSER	10	\$0
Counselor - Middle School or Early Childhood Special Education	10	\$550
Instructional Specialist, Wonder Years	10	\$1,000
Title I Behavior Specialist II	20	\$1,000
Title I School/Home Specialist - Elementary or Middle School	10	\$1,000
Board Certified Behavior Analyst	10	\$2,000
Process Coordinator	10	\$4,000
Coordinator - High School Interventions	10	\$8,000
Agriculture Academy Teacher	15	\$0
Instructional Coach (FY24 only)	15	\$1,500
Library Media Specialist - High School	15	\$0
Counselor - High School/Launch	15	\$550
Academy Coach - High School	20	\$0
Community Engagement Coordinator (Robberson)		
Graduation Specialist		
Middle College Teacher		
Specialist-Social & Emotional Behavioral		
Virtual Learning Teacher-Secondary Curriculum Lead	20	\$500
GOCAPS Teacher		
Title I Facilitator - Reading, Teacher Leader, Literacy, Numeracy	20	\$3,000
School Psychologist	21	\$4,000
Homeless Liaison	30	\$3,000

Eligibility will be Reviewed and Assigned Annually	Extended Days	Annual Supplement
Alternative Advisor (Study)	5	\$0
Alternative Lead Teacher - Middle School	5	\$0
Coordinator - International Baccalaureate - Career Programme	10	\$0
Coordinator - International Baccalaureate - Diploma Programme	10	\$0
Counselor - Facilitating Senior Days	up to 5	\$0
Counselor - International Baccalaureate	10	\$0
Counselor - Lead Early Childhood School (1 per school)	10	\$550
Lead Teacher - English Language Development	5	\$5,000
Work Experience Supervisor-Cooperative Career Education (COE)	15	9% of Salary
Special Services - Assistive Technology	5	\$0