

AGREEMENT
Teachers, Librarians, and Counselors
(School Year 2022-2023)

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. It is the purpose of this Agreement to promote mutual cooperation and understanding between the Springfield National Education Association (SNEA) representing SPS Educators, the District, and its employees.-to provide a quality education for the children of the District and to further to the fullest extent the establishment and maintenance of good working conditions, good relationships, peaceful resolution of disputes, and the economic well-being of the District and Bargaining Unit. It is for the attainment of these objectives that the parties have agreed to this Agreement on matters relative to salaries and other conditions of employment.

Section 2. The Association and District agree that pursuant to Missouri law, the District is under the general control and management of the Board of Education, which possesses the authority to adopt necessary policies for the purpose of carrying out its responsibilities as it deems necessary, within the limitations set forth by the Legislature of this State.

Section 3. The District declares and the Association agrees that educator vacancies be filled by DESE-qualified individuals to the greatest extent possible. Both parties agree that hiring decisions shall be made at the discretion of the District.

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 salaries, hours of employment, and other terms and conditions of employment for the following bargaining unit:

"Including all full-time and regular part-time classroom teachers, counselors, and librarians who are employed by the School District of Springfield, R-12 ("District") and who are .5 FIE or greater on the District's Teacher Salary Schedule and who are required by the District to be certified; but excluding all District Administrators, Managers, Supervisors, and all other District employees."

Whenever the term "Bargaining Unit" is used in this Agreement it shall mean the group of employees described in this Section.

Section 2. Negotiations Process. As a part of the negotiation process, the Association will present proposals to the District relative to salaries, hours of employment, and other terms and conditions of employment for the employees in the Bargaining Unit. The District shall discuss such proposals with the Association, and upon completion of such discussions, the results shall be reduced to writing and be presented to the District's Board of Education ("Board"), and the

Bargaining Unit, for their ratification or rejection. 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.

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 have an effect on 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 3 - DISTRICT RIGHTS AND AUTHORITY

Section I. 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.

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 or 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 teacher groups.

Section 3. No Discrimination. There will be no discrimination against any Bargaining Unit employee because the employee joins, refrains from joining, or is active in the Association.

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. New Teacher Induction Meeting.

A. If the District holds a meeting prior to the start of the school year, for the purpose of orienting new teachers, the following information shall be presented by a District administrator or his/her designee:

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.

B. The Association President shall have the option of presenting a brief message of welcome and his/her contact information to the new teachers, The Association President's welcome message shall not exceed five (5) minutes in duration. and shall not be used to promote, solicit, or recruit new Association members.

C. The Association shall have the option of sponsoring a luncheon for new teachers during the New Teacher Induction meeting, provided that the luncheon does not interfere with the conduct of the regular business of the event, at the discretion of the District. The District shall, upon the timely request to sponsor received from the Association, notify the new teachers in attendance at the New Teacher Induction event, of the luncheon. For purposes of this Section, a "timely request" is defined as ten (10) calendar days before the date of the New Teacher Induction.

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 within each District building, where Bargaining Unit employees are regularly assigned to work, for the placement of one (1) 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.

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. A copy of any material to be disseminated shall be approved by the Chief Human Resources Officer prior to the proposed dissemination. The Association shall be responsible for providing an adequate number of copies of any such material to be distributed.

Section-10. Use of District Email System. The Association, through its President, may use the District email system to notify Bargaining Unit members of bargaining unit meetings. The parties 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 conference time.

Section 12. Dues Deduction. The District will deduct all Association dues and Association PAC contributions from the pay of each Bargaining Unit employee who provides the District with a written authorization for such deductions. The Association shall be responsible for providing the authorizations to the District. Dues shall be deducted on a monthly basis and remitted to the Association by the fifteenth (15th) day of the following month.

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 a teacher'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, 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. The District further prohibits retaliatory actions as defined in Board of Education Policy AC.

Section 3. Disciplinary Documentation. Prior to adding disciplinary documentation to a

Bargaining Unit employee's official personnel file; administrators will make a reasonable effort to provide the affected Bargaining Unit employee an opportunity to discuss such matters prior to issuing the disciplinary documents. In the event that a discussion does not occur prior to issuing the document(s), a discussion will occur as soon as practical. 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 34, Section I 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. Teacher Compensation for Supervision of Student Teacher. A teacher who is assigned a pre-service teacher from a college or university teacher education program 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.

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.

ARTICLE 8 - EMPLOYEE RIGHTS DURING DISTRICT INVESTIGATIONS

Section 1. Right of Representation. Bargaining Unit employees have the right to request representation from the Bargaining Unit at an investigative interview conducted by the District that the employee reasonably believes is likely to result in disciplinary action, including discharge, discipline, demotion, or other adverse consequences to their job status or working conditions. Bargaining Unit employees may request this representation at any time prior to or during the interview. 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.

If the employee reasonably believes the meeting has become disciplinary, the employee may stop the meeting and request union representation. The meeting may recommence once representation has arrived, and the union representative has had an opportunity to consult privately with the employee. 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.

Association representatives may include Missouri National Education Association staff and designated member leaders. However, designated member leaders will not be dismissed from District work responsibilities to participate in such meetings.

Section 2: Informing Bargaining Unit Member of Investigations: Upon initiating an interview with a cooperating Bargaining Unit Member, the Human Resources Department staff member conducting the interview shall first indicate to the Bargaining Unit Member that they are conducting an investigation on behalf of the District.

ARTICLE-9 - NONDISCRIMINATION

Section I. 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 identifies by Federal or State law or local ordinance.

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

Section 1. Employment Contracts. 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 2. Termination or Non-Renewal of Teacher Contracts and Demotions. The provisions of the Missouri Teacher Tenure Act, Section 168.102 *et. seq* RSMo shall exclusively govern with respect to the termination of indefinite teacher contracts, non-renewal of probationary teacher contracts, and demotion of Bargaining Unit employees.

Section 3. Reductions in Force, Layoffs, and Recalls. The provisions of the Missouri Teacher Tenure Act, Section 168.102 *et. Seq.* RSMo shall exclusively govern with respect to reductions in force, layoffs, and recalls of Bargaining Unit employees.

Section 4. Due Process Rights. The due process rights set forth in the Missouri Teacher Tenure Act, Section 168.102 *et. Seq.* RSMo shall be the exclusive due process rights for Bargaining Unit employees with respect to the matters set forth in the Teacher Tenure Act and this Article.

ARTICLE 11 – COLLABORATIVE DECISION MAKING

The District values teacher voice and recognizes that our students benefit when teachers are included in the decision-making process. Both the District and the Association recognize the benefit to student learning when both parties have joint communication that is transparent and collaborative.

Section 1. Meetings. To ensure ongoing communication and collaboration, the Association President 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 communications. Should the parties deem it appropriate, they may agree to meet at regularly scheduled times on an ongoing basis district in order to move the District forward with strategic goals.

Section 2. Committees. 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 ongoing districtwide committees related to curriculum and instruction, student discipline, calendar committee, and other committees directly related to teaching and learning. The District reserves the exclusive right to determine whether to form and/or eliminate any District committees.

ARTICLE 12 - GENERAL WORKING CONDITIONS

Section 1. Minimum Workday. The minimum workday for Bargaining Unit employees shall be defined as 7 hours and 45 minutes, including a duty-free lunch.

Section 2. Duty-Free Lunch. Bargaining Unit Employees shall not be assigned any regular, ongoing duty which would prevent the employee from receiving a minimum of twenty-five (25) minutes, duty-free lunch period on a regular basis with a goal of a thirty (30) minute duty -free lunch period on a regular basis.

Section 3. Contract Year. The length of a teacher contract shall not exceed 185 days for the 2022-2023 school year only. For such year, the calendar will include four (4) paid holidays, four (4) professional work/learning days, and five (5) self-directed teacher workdays including three (3) end-of-quarter workdays and two (2) prior to the start of school. Winter Break and Spring Break shall be protected as guaranteed time off. The Board of Education reserves the right to set the academic and work calendars annually.

Section 4. 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 pro-rated 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 5. Staffing Limits. The District will strive to provide student/teacher ratios that are consistent with the MSIP guidelines as identified by the Missouri Department of Elementary and Secondary Education.

Section 6. Planning Time.

- A. General Provisions - Planning time is provided to 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 the 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. Teachers who are assigned teaching responsibilities during their planning time are eligible to receive additional compensation in accordance with the District's practice and the terms of this Agreement. Teachers may be required to attend one leader-directed meeting per week during scheduled plan time.

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. The parties recognize that the District shall have the right to

direct the use of planning time on unforeseen or incidental occasions as may be necessitated by the needs of the school.

- B. Specialty/Related Arts Teachers - 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 7. Staff After Workday Meetings. A reasonable effort will be made to schedule meetings either immediately before or after the student instructional day. The district will strive to limit staff meetings to a maximum of two (2) per month, with each meeting not to exceed sixty (60) minutes.

Section 8. Professional Learning. Professional Learning is an important part of the growth of an educator and necessary to meet the goals of the District. When outside of regular contracted time, the District will compensate Bargaining Unit employees for required professional development at the hourly rate specified in the Board-approved Salary Schedule.

Section 9. 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 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 10. Additional Load Compensation. 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.

Section 11. 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 his/her 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 12. 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.

ARTICLE 13 --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 due to changing enrollment patterns or changes to course 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 to 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 shall 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 Wednesday of January following return from winter break of each year. 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 level and service delivery category (cross-categorical, behavior disorders, 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 posting period, administrators may consider applicants from outside the District. 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 make every effort to notify employees of the building and grade level/subject area/service delivery category of their assignment at the time teacher contracts are issued. 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.

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 completion of a school year.

Section 14. Differential Contract 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. 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.

ARTICLE 14 – REDUCTION IN FORCE

Section 1, 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 - EMPLOYEE DRUG/ALCOHOL TESTING

Section 1. Drug/Alcohol Testing Generally. 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 commercial motor vehicle (CMV) or is required by the District to hold a commercial driver's license (CDL) or operates a school bus. Driver includes, but is not limited to, full-time and part-time regularly employed drivers, and intermittent or occasional drivers.
- B. Alcohol - the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
- C. 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.

- D. Employee - a Bargaining Unit employee.
- E. 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.
- F. 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.

Section 3. Covered Employees. Employees covered under this Article shall include all Bargaining Unit employees.

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. Testing Procedures. 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 Drug test results; (c) provide individual privacy in the collection of specimen samples to the maximum extent possible; (d) use a split sample; 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. Alcohol testing shall use field sobriety testing and/or a federally approved evidential breath testing device (EBTD) by a trained breath alcohol technician (BAT) or school police officer. 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.

Section 6. Alcohol and Drug Prohibitions. The following prohibitions exist for employees covered by this Agreement:

- A. No Employee shall report for work or perform work while having an alcohol concentration greater than 0.02.
- B. No Employee shall possess Alcohol or drugs while at work.
- C. No Employee shall use Alcohol or drugs while at work.
- D. No Employee shall report for work or perform work, within four (4) hours after using alcohol.
- E. No Employee required to take a post-accident test shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test (whichever comes first).
- F. No Employee shall report for work or perform work when the Employee uses any Drug, except when the use 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 function and the Employee has informed their immediate supervisor of the use of such Drug(s) prior to operating a motor vehicle for the District performing work for the District.

G. No Employee shall report for work or perform work if the Employee tests positive for Drugs or Alcohol.

Section 7. Post-Accident Tests. This Section shall apply to all Employees. Alcohol and Drug tests shall be conducted on an Employee as soon as practicable after an accident if such Employee:

- A. Was Driving a motor vehicle as a part of his/her work responsibilities and 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 Tests. 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.

Alcohol testing is authorized for reasonable suspicion only if the required observations are made just before, during, or just after the period of the Employee's work assignment. An alcohol test may not be conducted by the person who determines 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. He or she shall create a written record of his or her 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 an 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.

Section 9. Negative or Incorrect Tests. An 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 Test. No Employee shall refuse to submit to any test pursuant to this Article. A "refusal to submit" occurs when an Employee: (a) fails or refuses to provide an adequate breath or urine for 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 testing process; or, (c) attempts to manipulate the results of any test, including, but not limited to the use of adulterated or "clean" samples; or, (d) refuses to cooperate with the personnel at the 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 Test. An employee who tests positive for Alcohol or Drugs shall be deemed to have willfully violated the Board Policies 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. The length of the Second Chance Agreement shall not exceed one year from the date the Employee returns to work.

Random Alcohol and Drug testing shall be conducted at unannounced times throughout the term of the second chance agreement. Such testing shall be conducted just before, during, or just after the Employee's work assignment.

Section 12. Employee Records.

A. All employee testing records are confidential, and the District will ensure that all testing records are maintained in a secure location with controlled access. 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.

B. 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.

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

Section 13. Rehabilitation. 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 the Building Principal and any other appropriate staff considered a child welfare resource to their Principal or Supervisor

Section 2. Reporting Arrests. In the event, that a Bargaining Unit member 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.

ARTICLE 17 - WORKERS' COMPENSATION CLAIMS

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.

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, 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 Bargaining Unit employee 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 the Bargaining Unit employee or employees who file the grievance and who are directly affected by the alleged violation or misapplication of the provisions of this Agreement, as defined above.
- 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 I - 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.

(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 policy GCBDA: Professional Staff 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 of Education policy GCBDA 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, stepchild, 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 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.

Section 5. Long-Term Leaves. The provisions of Board of Education policy GDBDB: Support Staff Long-Term Leaves and Absences, 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 a "teacher" 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. Should the Board of Education, in its sole discretion and professional judgment, adopt a policy to extend paid time off (PTO) to eligible support staff employees, and should such policy replace the District’s sick leave policies, the parties agree that the following PTO provisions shall become effective on the date such policy becomes effective. However, should the Board of Education, in its sole discretion and professional judgment, determine that the adoption of a PTO policy is not appropriate, the sick leave policies of the District shall remain in force and effect and shall be extended to eligible bargaining unit employees.

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.

Paid time off leave cannot be taken 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. 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.

Paid leave may be used for the following absences, subject to the limitations noted herein:

- a. Tax investigation.
- b. Court appearances, unless applicable law requires no leave to be charged to the employee.
- c. Wedding or graduation.
- d. Observance of a religious holiday.
- e. Conducting personal business of such a nature that it cannot be performed on a Saturday, Sunday, or before or after school hours, including parent-teacher conferences.
- f. Absences under leaves authorized by law, policy, or the board that would otherwise be unpaid including, but not limited to, leave under the FMLA.
- g. Leave for other purposes as approved by the principal in writing.
- h. Illness, injury, or incapacity of the employee.
- i. Illness, injury, incapacity, or funeral of a member of the immediate family.
- j. Illness, injury, or incapacity of other relatives, with permission granted by the superintendent.

Unused PTO leave days do not accrue or carry over from year to year. Unused PTO leave days will revert to personal 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.

Section 8. Sick Leave Payout.

A. Current Employee. Any eligible Bargaining Unit employee who has accrued more than one

hundred and ninety (190) sick days shall annually be compensated for all days in excess of 190 at one hundred dollars (\$100) per day. The remittance of payment shall occur at such time as determined by the district.

B. Bargaining unit employees who have accumulated more than 60 days of 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.

C. Bargaining unit employees who have accumulated more than 60 days of 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.

Section 9. Excessive Absences. Should the Board of Education, in its sole discretion and professional judgment, adopt a policy to extend paid time off (PTO) to eligible support staff employees, and should such policy replace the District's sick leave policies, 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). 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.

ARTICLE 21. BENEFITS

Section 1. Fringe Benefits. The provisions of Board of Education policy GCBC: Professional Staff 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 policy GCBC 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.

Section 2. Early Separation Notice.

\$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.

\$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.

\$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 3. 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.

The Bargaining Unit agrees to promote a healthy workforce and encourage all employees to voluntarily participate in the District's Health Risk Assessments offered annually, at no cost to employees, as well as take advantage of the numerous wellness initiatives that the District launches throughout each year.

Section 4. Retirement. The District will make contributions to the appropriate State of Missouri retirement fund for eligible Bargaining Unit employees

ARTICLE 22 – WAGES

Section 1. Salary Schedule. Salary Schedule attached as "Exhibit I" shall apply to the Bargaining Unit Employees during School Year 2022-2023. The Salary Schedule shall include a one-step advance on the teachers' salary schedule for eligible Bargaining Unit employees and shall include a four percent (4%) salary increase for School Year 2022-2023 for all eligible unit employees. 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.

Section 2. Movement on Salary Schedule for Advanced Degrees. During School Year 2022-23, A Bargaining Unit employee shall be placed on the appropriate column of the Salary Schedule (Exhibit I) 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).

B. Placement on the appropriate location on the Salary Schedule will occur on the timeline currently used by the District.

C. The provisions of this Section will "sunset" (terminate) and be removed from the Agreement effective June 30, 2023.

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 during School Year 2022-23.

Section 6. Step Increase. Effective July 01, 2022, eligible Bargaining Unit employees will receive one (1) step increase on the District's Salary Schedule. It is understood between the parties that in order to be eligible for this step increase, the Bargaining Unit employee must have been hired and actually have worked more than one-half of the scheduled days during School Year 2022-23.

ARTICLE 23. 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.

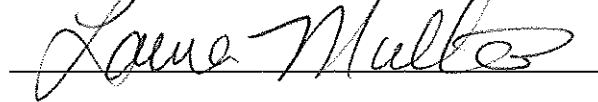
ARTICLE 24 - TERM OF AGREEMENT

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 2022 and shall continue until the 30th day of June 2023, 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 February 1, 2023, or February 1 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 leave, leaves of absence, benefit plans, etc.), for the Bargaining Unit

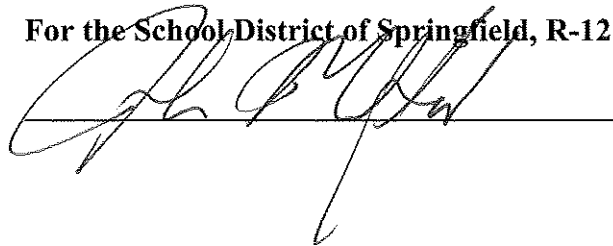
Section 2. Negotiations for Economic Provisions. The parties agree that negotiations for economic provisions of this Agreement shall take place on a yearly basis, shall commence no earlier than February 1, and will conclude by June 1 of the school year in which negotiations occur unless the parties otherwise agree. The term "Economic Provisions" shall include wages and economic benefits (such as holidays, sick 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.

For the Springfield National Education Association



Dated: 06/16, 2022

For the School District of Springfield, R-12



Dated: 6-22, 2022

EXHIBIT 1

Proposed 2022-2023 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	41,544	45,624	48,171	48,411
2	42,375	46,537	48,885	48,885
3	43,220	47,468	49,861	49,861
4	44,089	48,418	50,860	50,860
5	44,969	49,385	51,879	51,879
6	45,608	50,374	52,916	52,916
7	46,557	51,383	53,973	53,973
8	47,488	52,408	55,450	55,850
9	48,438	53,633	56,693	57,750
10	49,407	55,566	57,931	59,680
11	50,395	57,553	59,635	61,135
12	51,502	59,562	61,310	63,637
13	52,014	60,155	61,921	64,277
14	52,535	60,760	62,542	64,514
15	53,061	61,367	63,167	65,155
16	53,593	61,981	63,799	65,808
17	54,129	62,596	64,437	66,467
18	54,671	63,225	65,080	67,129
19	55,218	63,854	65,734	67,800
20	55,770	64,495	66,387	68,479
21	55,770	65,141	67,054	69,164
22	55,770	65,791	67,725	69,854
23	55,770	66,449	68,400	70,552
24	55,770	67,113	69,087	71,257
25	55,770	67,786	69,776	71,972
26	55,770	68,798	70,818	73,044
27	55,770	69,485	71,525	73,777
28	55,770	70,184	72,240	74,511
29	55,770	70,881	72,963	75,257
30	55,770	71,603	73,694	76,013