

AGREEMENT
Teachers, Librarians And Counselors
(School Year 2011-12 through School Year 2012-13)

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 Agreement on this 1 day of July, 2011.

ARTICLE 1 – PURPOSE

Section 1. The District and Association declare their mutual aim and responsibility 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.

Section 2. The Association and District agree that the District is under the general control and management of the Board of Education, who 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.

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 FTE 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.

Section 3. Board of Education Statutory Authority. Agreements reached through the negotiations process which are ratified by the parties shall become a Agreement which 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.

ARTICLE 3 – DISTRICT RIGHTS AND AUTHORITY

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; and,
- M. To determine the duties, responsibilities and assignments of those individuals in the Bargaining Unit.

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 fact finder shall not have the right to extract from or impair the District's rights and authorities specifically reserved above.

ARTICLE 4 – 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. 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 use of such buildings.

Section 3. Bulletin Board. The Association shall be granted 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 4. 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 an District classroom except with the advance approval of the Director of Human Resources. The SNEA President or Uniserv Director may meet individually with Bargaining Unit employees during their conference time.

Section 5. 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 Director of Human Resources 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 6. Posting of the Agreement. Upon ratification by the Board and the Association, the District shall post the current Agreement on the District's website. The Association may place a copy of the Agreement in each library for reference purposes.

Section 7. 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 8. No Discrimination. There will be no discrimination against any Bargaining Unit employee because the employee joins or refrains from joining the Association.

Section 9. 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, for the members of the Bargaining Unit upon reasonable request.

Section 10. New Bargaining Unit Members. The Association, as the exclusive representative for the Bargaining Unit, shall be provided the names, addresses and email addresses of newly hired Bargaining Unit employees at the beginning of each school year and upon reasonable request.

Section 11. 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.

ARTICLE 5 – NONDISCRIMINATION

Section 1. No Discrimination. There will be no discrimination against any employee because of such individual's race, color, religion, national origin, sex, ancestry, age, disability or military status.

Section 2. No Discrimination -- Students, Parents or Others. Bargaining Unit employees shall not engage in conduct which constitutes discrimination on the basis of an individual's race, color, religion, national origin, sex, ancestry, age, military status or disability toward any District student, parent or other person.

ARTICLE 6 – GENERAL WORKING CONDITIONS

Section 1. Work Schedules. Daily and weekly work schedules shall be made by the District, in its discretion, and such schedules may be changed by the District to meet the varying conditions and needs of the District.

Section 2. Personnel File. Employees shall have the right, upon reasonable request, 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 informal discussion of the grievance with the employee's supervisor. The Association's local President and/or Uniserve Director may view a Bargaining Unit employee's personnel file with the written consent of the employee.

Section 3. 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 their Principal or Supervisor. If neither of these persons is immediately available, the employee shall make the report directly to the Children's Division of the Missouri Department of Social Services hotline, pursuant to State law.

Section 4. Minimum Work Day. The minimum work day for Bargaining Unit employees shall begin no later than thirty (30) minutes before the established start time for the building and shall end no sooner than thirty (30) minutes after the students in the building are normally dismissed on a regular school day.

Section 5. Reporting Arrests: In the event 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 work day for the District.

Section 6. Use of District Email System - The Association, through its President only, may use the District email system to notify bargaining unit members of bargaining unit meetings. The parties may elect to jointly communicate with the Bargaining Unit concerning the status of negotiations.

Section 7. Duty Free Lunch. Bargaining Unit Employees shall not be assigned any regular, on-going duty which would prevent the employee from receiving a duty-free lunch period on a regular basis.

Section 8. 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 college or universities, except standard payroll deductions.

Section 9. Staff Meetings. The District may hold a reasonable number of staff meetings in its discretion. A reasonable effort will be made to schedule meetings either immediately before or after the student instructional day.

Section 10. Grades. Determination of the grading practice or policy shall be the responsibility of the District in 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 11. Mileage Reimbursement. 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 shall be reimbursed by the District at the District's rate for miles driven.

Section 12. Planning Time. The District will schedule planning time consistent with the MSIP guidelines, 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. Planning time shall be used for the performance of professional duties exclusive of direct student instruction or evaluation. Teachers who are assigned teaching responsibilities during their planning time may be eligible to receive additional compensation in accordance with the District's practice.

ARTICLE 7 – NO STRIKES

Section 1. No Strikes. There shall be no strikes, including but not limited to, a work stoppage, sympathy strike, or slowdown, 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 slowdown, 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 8 – 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, 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 any 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 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 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 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 Director of Human Resources within five (5) business days following the meeting between that person and the Grievant.

B. Step 2 – Superintendent/Director of Human Resources

(1) Filing of Grievance with the Superintendent/Director of Human Resources – 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/Director of Human Resources. 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/Director of Human Resources – Within five (5) business days after the grievance is presented to the Superintendent/Director of Human Resources, a meeting shall be held with the

Grievant and the Superintendent or the Director of Human Resources, who shall serve as the designee of the Superintendent, in an effort to resolve the grievance.

(3) Decision of the Superintendent/Director of Human Resources – The Superintendent/Director of Human Resources 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 the Grievant is not satisfied with the resolution of the grievance at Step 2, or if no decision has been rendered by the Superintendent/Director of Human Resources, the Grievant may appeal the resolution to the Board.

(2) The Board shall consider and decide the Grievant's appeal in 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.

(4) 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 9 – WORK PERFORMED BY NON-BARGAINING UNIT PERSONS

Section 1. Use of Non-Bargaining Unit Persons. The District may, at its discretion, 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 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 in this Article.

ARTICLE 11 – 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 drivers 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 Director of Human Resources 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 any 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 effect 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.

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 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.

ARTICLE 12 – EMPLOYEE COOPERATION WITH INVESTIGATIONS

Section 1. Employee Cooperation With Investigations. The District shall have the right to conduct investigate the conduct of Bargaining Unit employees, in its discretion when such conduct may have an adverse effect on the employee's ability to perform his/her work. An employee will cooperate with such District investigations after reasonable request.

ARTICLE 13 – 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 in 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 sick 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 14 – SICK LEAVE

Section 1. Eligibility/Accumulation Of Sick Leave Time. A Bargaining Unit employee whose regularly assigned work schedule is .5 of a full time equivalency ("FTE") or more shall be eligible to receive sick leave benefits. An eligible Bargaining Unit employee will accumulate sick leave based on the length of the employee's regular school year teaching contract as described below:

(a) An eligible nine month Bargaining Unit employee who has a 1.0 FTE will accumulate 4 sick days on July 1 of each school year and will accumulate 1 sick leave day each month for nine months. An eligible nine month Bargaining Unit employee who has less than a 1.0 FTE, but who has a .5 FTE or more will accrue sick leave on a pro-rata basis. An eligible nine month Bargaining Unit employee may not accumulate more than 190 sick leave days.

(b) An eligible ten month Bargaining Unit employee who has a 1.0 FTE will accumulate 4 sick days on July 1 of each school year and will accumulate 1 sick leave day each month for ten months. An eligible ten month Bargaining Unit employee who has less than a 1.0 FTE, but who has a .5 FTE or more will accrue sick leave on a pro-rata basis. An eligible ten month Bargaining Unit employee may not accumulate more than 210 sick leave days.

Section 2. Use Of Accrued Sick Leave Time. Sick leave time accrued by an eligible Bargaining Unit employee may be used by the employee for his/her personal illness or injury, serious illness in the employee's family or in conjunction with the employee's leave of absence pursuant to the Family Medical Leave Act ("FMLA") as follows:

A. Personal Illness Or Injury. An eligible Bargaining Unit employee who is absent because of his/her personal illness or for his/her injury which is not covered by Workers' Compensation, except as otherwise allowed in this Agreement, may use accrued sick leave time to cover the hours missed from his/her work assignment.

B. Illness or Injury – Employee's Child. An eligible Bargaining Unit employee who is absent because of a minor illness or injury to his/her child who is under

the age of eighteen years may use his/her accrued sick leave time to cover the hours missed from his/her work assignment. In order to qualify for use of accrued sick leave, the employee must be the natural or foster parent or legal guardian of the child; and, the child must reside in the employee's home; and, the illness or injury must necessitate the presence of the employee.

C. Illness or Injury – Member of Immediate Family. An eligible Bargaining Unit employee who is absent because of a serious health condition affecting a person in the employee's immediate family may use his/her sick leave time to cover the hours missed from his/her work assignment. In order to qualify for use of accrued sick leave, the circumstances necessitating the use must meet the requirements set forth in the FMLA.

Section 3. Definitions. The following definitions are applicable to this Article:

A. "Immediate Family" – the term "immediate family" shall mean the 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.

B. "Serious Health Condition" – the term "serious health condition" shall be defined the same as under the Family Medical Leave Act ("FMLA").

Section 4. Sick Leave Time And The Public School Retirement System. When an eligible Bargaining Unit employee is absent from active duty with the District and uses his/her accrued sick leave time to cover the hours missed from his/her work assignment pursuant to this Article, the District shall continue to make its required contributions to the Public School Retirement System ("PSRS") on behalf of the employee. The sick leave plan set forth in this Article constitutes the only "sick leave provisions" applicable to any Bargaining Unit employee for purposes of the Missouri Statutes governing the PSRS.

Section 5. Payment for Accrued Sick Leave Time Upon Retirement Or Resignation. Any eligible Bargaining Unit employee who has accumulated more than one hundred (100) days of sick leave, upon retirement or voluntary resignation, shall be paid twenty dollars (\$20.00) for each day in excess of one hundred (100).

Section 6. Willful Violation or Misuse. Any Bargaining Unit employee who willfully violates or misuses the sick leave plan set forth in this Article, or who misrepresents any statement or condition in order to receive benefits allowed by this Article, may be discipline up to and including termination from employment.

ARTICLE 15 – LEAVES OF ABSENCE

Section 1. Military Leave of Absence. The provisions of Board of Education Policy GBBDD -- *Employee Military Leaves Of Absence*, as modified hereafter from time-to-time by the District's Board of Education in its discretion and without further negotiation with the Union during the term of this Agreement shall be applicable to the employees covered by this Agreement. Board Policy GBBDD shall be consistent with Federal and State law.

Section 2. Family Medical Leave Of Absence. The provisions of Board of Education Policy GBBDE -- *Leaves Of Absence - Family Medical Leave Act*, as modified hereafter from time-to-time by the District's Board of Education in its discretion and without further negotiation with the Association, shall be applicable to the employees covered by this Agreement. Board Policy GBBDE shall be consistent with Federal and State Law.

Section 3. Jury/Witness Duty. A Bargaining Unit employee may request to be relieved from his/her duties when the employee is summoned to serve on a jury or is subpoenaed to appear as a witness in any court or administrative proceeding, when the employee is not a party to the litigation. If approved, no deduction shall be made from the employee's salary or accrued leave time. The employee shall return to duty as soon as he or she is released from the jury duty or subpoena. Any fee received for service as a juror or as a witness shall be paid to the District's Treasurer. In order to receive pay from the District for jury/witness duty, the employee must file verification of the absence with the District's Human Resources Department.

Section 4. Death In The Employee's Immediate Family Or Pallbearers. A Bargaining Unit employee who is absent because of a death in his or her immediate family may use his or her accrued sick leave time to cover the hours missed from his or her work assignment. An employee who is absent because the employee attends a funeral as a pallbearer may use up to one (1) day of his or her accrued sick leave time in any school year to cover the hours missed from his/her work assignment. No more than ten (10) sick leave days may be cumulatively used in any school year for a death in an employee's immediate family and service as a pallbearer. When used in this Section, the term "Immediate Family" shall mean the 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. In order to receive pay for pallbearer duty, the employee must file verification of the absence with the District's Human Resources Department.

Section 5. Association President. The Association President may request a leave of absence from his/her 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 for 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 the leave, the President will receive the pay and benefits he/she would have received, with salary advancements and adjustments, had he/she remained in his/her last position with the District; and, (d) the Association will reimburse the District for all wages and benefits paid/provided to the President during the leave. The President will be eligible to return to a substantially similar position at the beginning of the school year following the end of his/her term as President.

Section 6. Personal Leave. At the beginning of each school year, each bargaining unit member shall be credited with one (1) leave day to be used for non-remunerative personal business. A Bargaining Unit member who desires to use a personal business day will provide notice to the District when the need for the leave is determined. A personal business day may be used for any business at the discretion of the bargaining unit member except for inclement weather or local travel conditions. A Bargaining Unit member may accrue up to three (3) personal leave days.

ARTICLE 16 -- WAGES/BENEFITS

Section 1. Salary Schedule. The Salary Schedule attached as "Exhibit 1" shall apply to the Bargaining Unit employees during School Year 2011-2012. The Salary Schedule shall include a one percent (1%) across-the-board salary increase for School Year 2011-12.

Section 2. Health Insurance. Bargaining Unit employees 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 3. Retirement. The District will make contributions to the appropriate State of Missouri retirement fund for eligible Bargaining Unit employees.

Section 4. Lateral Movement On Salary Schedule For Advanced Degrees. During School Year 2011-12, 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 Plus 15 Column: Currently holds a Bachelor's degree and has attained 15 credit hours in a plan of study which is applied toward a Master's degree;
- (2) Master's Column: Has attained a Master's degree (when one was not previously held);
- (3) Master's Plus 30 Column: Currently holds a Master's degree and has attained 30 additional credit hours of course work;
- (4) Specialist's Column: 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;
- (5) 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 time line currently used by the District.

C.. The provisions of this Section will "sunset" (terminate) and be removed from the Agreement effective June 30, 2012.

Section 5. National Board Certification. During School Year 2011-12, 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 6. Stipends. The District Stipend Schedule attached as "Exhibit 2" shall apply to the Bargaining Unit employees during School Year 2011-2012.

Section 7. Step Increase. Effective July 1, 2011, 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 2010-11.

ARTICLE 17 – TERM OF AGREEMENT, 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.

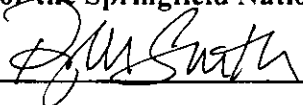
Section 2. Continuation. In the event that any portion of this Agreement is or shall at any time be determined to be contrary to law, all other portions shall continue in full force and effect.

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.

Section 4. 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, 2011, and shall continue until the 30th day of June, 2013, 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, 2013 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.

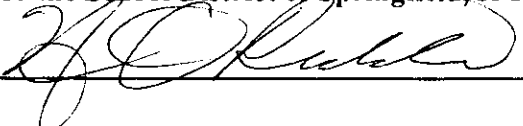
Section 5. Negotiations for Economic Provisions. The parties agree that negotiations for economic provisions of this Agreement shall take place on a yearly basis, and shall commence no earlier than February 1 and will conclude by June 1 of the school year in which negotiations occur, unless the parties otherwise agree. The term "Economic Provisions" shall include 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: 6/14, 2011

For the School District of Springfield, R-12



Dated: 5/24, 2011

**TEACHER'S SALARY SCHEDULE
2011-12**

<u>STEP</u>	<u>BACHELOR'S</u>	<u>BACHELOR'S +15</u>	<u>MASTER'S</u>	<u>MASTER'S +30*</u>	<u>SPECIALIST</u>	<u>DOCTORATE</u>
		<u>APPROVED GRAD SEMESTER HRS</u>		<u>APPROVED SEMESTER HRS</u>		
1	33,416	34,418	37,608	39,900	40,102	40,302
2	34,082	35,106	38,361	40,696	40,696	40,696
3	34,764	35,807	39,128	41,510	41,510	41,510
4	35,460	36,525	39,911	42,341	42,341	42,341
5	36,169	37,255	40,709	43,189	43,189	43,189
6	36,893	37,969	41,523	44,052	44,052	44,052
7	37,630	38,759	42,354	44,933	44,933	44,933
8	38,382	39,535	43,200	45,832	46,162	46,495
9	39,151	40,325	44,209	46,748	47,196	48,077
10	39,934	41,131	45,803	46,775	48,229	49,684
11	40,732	41,954	47,442	48,403	49,647	50,896
12	41,547	42,875	49,097	50,069	51,040	52,979
13	42,355	43,302	49,586	50,569	51,550	53,509
14	42,355	43,302	50,084	50,820	52,066	53,708
15	42,355	43,302	50,584	51,329	52,587	54,242
16	42,355	43,302	51,091	51,842	53,113	54,784
17	42,355	43,302	51,599	52,360	53,644	55,334
18	42,355	43,302	52,117	52,884	54,179	55,885
19	42,355	43,302	52,636	53,413	54,723	56,444
20	42,355	43,302	53,163	53,948	55,267	57,009
21	42,355	43,302	53,697	54,486	55,823	57,579
22	42,355	43,302	54,232	55,032	56,381	58,154
23	42,355	43,302	54,774	55,583	56,944	58,735
24	42,355	43,302	55,322	56,139	57,514	59,322
25	42,355	43,302	55,875	56,697	58,088	59,916
26	42,355	43,335	56,434	57,266	58,670	60,513
27	42,355	43,335	56,998	57,840	59,256	61,122
28	42,355	43,335	57,570	58,417	59,849	61,730
29	42,355	43,335	58,144	59,003	60,446	62,347
30	42,355	43,335	58,736	59,592	61,051	62,974