

AGREEMENT

**Joplin Schools and Joplin National Education Association
(Teachers-Counselors-Librarians)
(2018-2020)**

AGREEMENT

The Joplin Schools (“District”) and the Joplin National Education Association (“Association”), enter into this Agreement on this 17th day of April , 2018.

ARTICLE I. PURPOSE

Section 1. To Provide Quality Education – 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. Authority of Board of Education – 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 II. 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:

“All full-time teachers, counselors, librarians, and other full-time employees who are included on the District 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 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 III. 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, operating procedures, administrative guidelines, practices, procedures and budget;
- B. To determine and set all standards of service offered to the students in the District, parents and the public;
- C. To determine the policies, procedures and practices regarding the education of students in the District, including but not limited to curriculum content, discipline procedures and grading procedures and practices;
- D. To determine the need for, nature and extent of all policies governing the students of the District;
- E. 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;
- F. 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;

G. To determine the need for, plan and introduce new or improved methods, equipment and facilities to better serve District students and parents and the general public;

H. To establish, modify or eliminate programs, procedures, curriculum and/or courses of instruction, including special programs and athletic, recreational and social events for students;

I. To determine whether to provide or purchase goods and services;

J. To determine employment policies and procedures, not in conflict with the specific terms of this Agreement, including but not limited to the right to:

(1) 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;

(2) Hire and assign employees to buildings or locations in the District;

(3) Determine the qualifications, duties, responsibilities and assignments of the employees in the Bargaining Unit and all other employees in the District;

(4) Determine all terms and conditions for employment or continued employment for employees in the Bargaining Unit and all other employees in the District;

(5) To promulgate and amend employment policies governing discipline and evaluation of employees in the Bargaining Unit and all other employees in the District;

(6) To discipline, dismiss, demote, evaluate, promote, transfer, lay off and recall any employee in the Bargaining Unit and all other employees in the District.

K. To determine the academic calendar and modify or amend such calendar in its discretion. The District will publish the academic calendar for the upcoming school year prior to May 15th.

Section 2. No Waiver of Rights – 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. Fact Finder Shall Not Impair District Rights – 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 IV. 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. 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 Chief Human Resources Officer. The JNEA President or MNEA UniServ Director may meet individually with Bargaining Unit employees during their Planning time.

Section 3. Posting of the Agreement – Upon ratification by the Board and the Association, the District shall post the current Agreement on the District's website.

Section 4. No Discrimination – There will be no discrimination against any Bargaining Unit employee because the employee joins or refrains from joining the Association or engages in activities on behalf of the Association outside of his/her working time.

Section 5. List of Bargaining Unit Employees – The Association, as the exclusive representative of the Bargaining Unit, may request contact information for the current members of the Bargaining Unit. Upon reasonable request, the District will provide the Association with the names, and home or mailing address for the members of the Bargaining Unit, to the extent that such information is contained in District personnel records.

Section 6. New Bargaining Unit Members – The Association, as the exclusive representative for the Bargaining Unit, shall be provided the names, and home or mailing address of newly hired Bargaining Unit employees upon reasonable request, to the extent such information is contained in District personnel records.

Section 7. 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 8. 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 9. Use of District Email System – During negotiations for a renewal of this Agreement, the Association and District may elect to jointly communicate with the Bargaining Unit employees concerning the status of negotiations on up to two (2) occasions. During any school year when the parties are scheduled to engage in non-economic bargaining, the Association may conduct a survey of the Bargaining Unit employees concerning proposed or possible bargaining proposals. The proposed email shall be provided to the Chief Human Resources Officer for the District who shall send it to all Bargaining Unit employees. The Association will use a web-based survey system.

ARTICLE V. NO DISCRIMINATION

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, military status, or other classification protected by applicable federal or State of Missouri statute, regulation or guideline.

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, disability, military status or other classification protected by applicable federal or State of Missouri statute, regulation or guideline toward any District student, parent or other person.

ARTICLE VI. 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 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 Uniserv 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 the Children's Division of the Missouri Department of Social Services, pursuant to State law.

Section 4. 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 5. Minimum Work Day – Determination of the work day and work schedule for Bargaining Unit employees shall be the responsibility of the District in its discretion. The minimum work day for Bargaining Unit employees shall begin no later than fifteen (15) minutes before the established start time for the building and shall end no sooner than fifteen (15) minutes after the students in the building are normally dismissed on a regular school day unless assigned a duty by the building administration.

Section 6. Duty Free Lunch – Reasonable best efforts will be made to ensure that Bargaining Unit employees are not assigned any regular on-going duty which would prevent the employee from receiving a duty-free lunch period.

Section 7. 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. Payments by the college or university, if any, shall be made directly to the teacher and it shall be the responsibility of the teacher to make any inquiries to the college or university relative to the payment.

Section 8. Staff Meetings – The District may hold staff meetings in its discretion. A reasonable effort will be made to schedule meetings either immediately before or after the student instruction day. Reasonable best efforts will be made to limit the number and duration of staff meetings outside of the student instruction day to once per month. The term "staff meetings" as used in this section shall mean "building-wide faculty meetings."

Section 9. Grades – Determination of the grading practices and policies shall be the responsibility of the District in its discretion. Teachers shall have the responsibility to implement the District's policy/practice. If a change to a student's grade is requested, the District will make a reasonable effort to notify the teacher to discuss the proposed change. The person making the

change shall take the responsibility for the change and shall make a reasonable effort to notify the teacher if a change is made.

Section 10. 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 in this Agreement. Any Bargaining Unit employee who utilizes their personal vehicle for travel with the District shall be paid a monthly mileage allowance by the District at the District’s rate for miles driven in their work assignment.

Section 11. 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 student evaluation. Bargaining Unit employees who are assigned teaching responsibilities during their planning time shall be eligible to receive additional compensation in accordance with the District’s practice. A Bargaining Unit employee assigned teaching responsibilities during his/her planning time shall receive up to twenty-one dollars and fifty cents (\$21.50) for a full class period or a pro-rata amount for less than a full class period.

Section 12. Class Size and Class Composition – The District will make reasonable best efforts to maintain class size(s) that are in accordance with the recommendations made by the Department of Elementary and Secondary Education.

Section 13. Review of Evaluation and Remedial Documents – Within five (5) business days following the receipt of an evaluation or remedial document by a Bargaining Unit employee, the employee may:

A. Written Response – Provide a written response to the evaluation/document which will be included with the evaluation/document in the employee’s file;

B. Review By Evaluator’s Supervisor – Request that the District’s Human Resources Department arrange for the Evaluator’s Supervisor to review the evaluation/document and the employee’s concerns about the evaluation/document. The Bargaining Unit Employee, who may be accompanied by the Association’s Uniserv Director or local President, may meet with the Evaluator’s Supervisor to discuss the employee’s concerns with the evaluation/document. Any meeting must be arranged through the District’s Human Resources Department. Time spent by the Association’s President shall be during the representative’s non-work time. The Evaluator’s Supervisor will communicate his/her findings to the employee;

C. Review by the Superintendent – Within five (5) days after the review of

the evaluation/document by the Evaluator's Supervisor, the employee may request that the District's Human Resources Department arrange for the Superintendent to review the evaluation/document and any written employee concerns about the evaluation/document and communicate his/her findings to the employee.

D. Review by Board of Education – If the employee is not satisfied with the Superintendent's review, within five (5) days after the review of the evaluation/document by the Superintendent, the employee may request final review from the Board of Education through submission of any written employee concerns about the evaluation/document.

The review of a Unit employee's Evaluation or Remedial Documents pursuant to this Section shall not constitute a grievance under the Grievance Procedure set forth in this Agreement or effect the time lines for, or delay, the renewal or non-renewal of a Probationary Teacher, the filing and processing of a warning in writing/letter of deficiencies or written charges leading to the termination of a teacher pursuant to the Teacher Tenure Act. The term "remedial documents" as used in this Section shall not refer to documents which are provided to a teacher pursuant to the Teacher Tenure Act, including but not limited to: (1) a "warning in writing" or "letter of deficiencies" issued pursuant to Section 168.116.2 RSMo; (2) "written charges" pursuant to Section 168.116 RSMo; (3) any evaluation/document leading to the administration's recommendation that a teacher's probationary teaching contract should be non-renewed; or (4) any other similar document.

Section 14. Student Behavior and Discipline.

A. The purpose of the student discipline policies and procedures, which are promulgated and 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 employees and administrators work in a mutually supportive manner to establish and maintain appropriate student behavior and discipline.

B. The parties understand that it is the exclusive right of the District's Board of Education to develop and issue student disciplinary guidelines.

C. Student Behavior and Discipline - General Responsibilities.

1. 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 policies and procedures and 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.

2. The administrator shall make the Bargaining Unit employee aware of his/her response to the student disciplinary referral.

Section 15. General Respectful Environment –The District and the Union agree that mutual respect between Bargaining Unit employees and their supervisors is integral to the efficient conduct of the school. Behaviors that contribute to a hostile and intimidating work environment, including abusive language or behaviors, are unacceptable and will not be tolerated. Bargaining Unit Employees who believe they have been subject to such behavior should raise their concerns with the Chief Human Resources Officer no later than five (5) working days (or the last work day for the employee during the school year, whichever comes first), from the occurrence of the incident(s).

ARTICLE VII. 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 VIII. GRIEVANCE PROCEDURE

Section 1. Definitions – The following definitions are applicable to this Article:

A. “Business Days” means the days Monday through Friday (exclusive of all recognized District holidays) when the District Administrative Offices are open for business.

B. “Grievance” means 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: (1) matters which are covered by the Missouri Teacher Tenure Act, Section 168.102 *et seq* RSMo, other State or Federal Statutes; (2) complaints regarding performance evaluations or remedial documents; (3) employee discipline or termination; or (4) reductions in force. An employee who has a concern about the preparation or content of his/her Performance Evaluation or Remedial Document may request a review of the evaluation or remedial document pursuant to Article VI General Working Conditions, Section 12, Review of Evaluation and Remedial Documents.

C. “Grievant” means 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.

D. “Performance Evaluations or Remedial Documents” mean any assessment of employee performance including, but not limited to, notice of deficiencies, job targets, professional development plans and professional improvement plans.

Section 2. General Procedures – The following general grievance procedures shall be followed when processing a Grievance under this Article:

A. Grievances will be processed according to the step-by-step process outlined below, with the following exceptions. If a person designated to hear a Grievance is the subject of the Grievance, the grievance process will begin at the next highest step. If a Grievance is directly based on official Board action, the Grievance shall be directed to the Board Secretary. The Grievance may be heard by the Board at the sole discretion of the Board.

B. No new claims may be made after Step 1 and no new information may be added after Step 2 of the grievance procedure. An appeal to the Board of Education at Step 3 of this procedure will only address the facts and issues presented to the Administration during Steps 1 and 2.

C. 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.

D. Grievances of like nature may be consolidated at any appropriate level of this grievance procedure.

E. 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.

F. 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.

G. 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.

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.

J. 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 participation in the grievance procedure.

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 the Grievant first knew or should have known of such event. It shall be the burden of the Grievant to prove by clear and convincing evidence the date he or she first learned of the event giving rise to the grievance. In no event, shall the time for filing the grievance be extended more than twenty (20) business days, unless agreed to by both parties.

(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 five (5) Business Days following the date the Grievant requested to have an Informal Discussion of the grievance with his/her First Line of Supervision.

(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 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 Operations Officer

(1) Filing of Grievance with the Superintendent/Chief Operations 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 Operations 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 Operations Officer – Within five (5) Business Days after the Grievance is presented to the Superintendent/Chief Operations Officer, a meeting shall be held with the Grievant and the Superintendent or the Chief Operations Officer, who shall serve as the designee of the Superintendent, in an effort to resolve the Grievance.

(3) Decision of the Superintendent/Chief Operations Officer – The Superintendent/Chief Operations 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 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 Operations Officer, 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 listen to oral presentations by the Grievant and the Administration, at the discretion of the Board.

(4) The decision of the Board, to be rendered by a majority vote of at least a quorum 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 IX. 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 X. 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. 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 XI. EMPLOYEE COOPERATION WITH INVESTIGATIONS

Section 1. Employee Cooperation With Investigations – The District shall have the right to 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.

Section 2. Representation Upon Request – A Bargaining Unit Employee, who is the subject of an investigation conducted by the Chief Human Resources Officer, shall have the opportunity to request that the Association President or UniServ Director be present during the interview. However, the interview and/or investigation shall proceed without representation if the District determines that an emergency exists and/or if the Association President or UniServ Director is unable to respond in a timely manner.

ARTICLE XII. 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.

ARTICLE XIII. ASSIGNMENTS AND TRANSFERS

Section 1. Assignments and Transfers Generally – The assignment of qualified Bargaining Unit employees to positions in the District is required in order to provide an excellent educational program for the District’s students. It is understood and agreed that:

- A. From time-to-time, Bargaining Unit employees may be assigned or transferred to another position in the District in order to meet the needs of the District as determined in the discretion of the District.
- B. When a Bargaining Unit employee is assigned or transferred, the best interest of the District’s students shall be the first consideration.
- C. The final decision relative to the assignment or transfer of a Bargaining Unit employee shall be reserved to the District, in its discretion.
- D. Staff who wish to transfer shall apply as an internal candidate via the online application system on or before February 1.

Section 2. Definitions – The following terms shall be defined for purposes of this Article as follows:

- A. “Assignment” – The term “Assignment” when used in this Article shall mean the placement of a Bargaining Unit employee in a particular position or building by the District and the reassignment of Bargaining Unit employees. The term does not include a change of assignment or duties within a school building.
- B. “Transfer” – The term “Transfer” when used in this Article shall mean assignment of a Bargaining Unit employee by the District at the request of the employee.

Section 3. Assignments – The District will assess the professional staffing needs of the District and make assignments of Bargaining Unit employees as necessary to meet those needs. The District will take the Bargaining Unit employee’s expressed preference into consideration, however the final decision must be based on the needs of the District. The District may reassign Bargaining Unit employees to different positions or buildings at anytime, including but not limited to after a teacher’s contract has been executed or in the middle of the school year.

Section 4. Transfers – A Bargaining Unit employee who wishes to transfer to a different position or building, may apply as an internal candidate utilizing the District’s online application system on or before February 1. When the District fills a new or vacant position, it will consider the needs of the District when determining whether to assign an internal candidate to the position.

ARTICLE XIV. LEAVES OF ABSENCE – GENERALLY

Section 1. Family Medical Leave Of Absence – Bargaining Unit employees shall be covered by the District’s Family Medical Leave Act policy, as modified hereafter from time-to-time by the District’s Board of Education, in its discretion and without further negotiation with the Association. The District’s Family Medical Leave Act policy shall be consistent with Federal and State Law.

Section 2. Unpaid Leave – If a member of the Bargaining Unit, after one year of employment with the District, does not have sufficient accrued paid leave to cover eligible absences, the member of the Bargaining Unit may contact the District’s finance/payroll department to determine if there is a possibility of deferring or installing the deductions for docked time over the remaining scheduled pay periods for the school year during which the member’s absence(s) occurred.

Section 3. Bereavement Leave – Bargaining Unit employees may use sick leave or personal leave days to attend funerals and/or for time to grieve the death of a member of their “immediate family” as defined by Board Policy GCBDA, with approval of the employee’s immediate supervisor.

Section 4. Jury Duty Leave – Bargaining Unit employees shall be covered by the District’s Jury Duty Leave policy which is applicable to the District’s Professional Employees, as such policy modified hereafter from time-to-time by the District’s Board of Education, in its discretion and without further negotiation with the Association.

Section 5. Military Leave Of Absence – Bargaining Unit employees shall be covered by the District’s Military Leave of Absence policy, as modified hereafter from time-to-time by the District’s Board of Education, in its discretion and without further negotiation with the Association. The District’s Military Leave of Absence policy shall be consistent with Federal and State Law.

ARTICLE XV. LEAVES OF ABSENCE – SICK LEAVE

Section 1. Accrual of Sick Leave. Bargaining Unit employees shall be eligible to receive sick leave benefits pursuant to the provisions of this Article. Bargaining Unit employees who are considered by the District to be a nine (9) or ten (10) month full-time employee will receive ten (10) days of sick leave per school year. Bargaining Unit employees may accumulate up to a total of ninety (90) sick leave days. Sick leave benefits will not be earned for additional work during Summer, stipends or additional contracted or worked days.

Section 2. Use of Sick Leave Benefits. Bargaining Unit employees may use their accumulated sick leave benefits for the following reasons:

- A. Illness, injury or incapacity of the Bargaining Unit employee;

B. Illness, injury, incapacity or death of a member of the Bargaining Unit employee's immediate family;

C. Illness, injury, incapacity or death of other relatives who are not in the Bargaining Unit employee's immediate family, with advance permission of the Principal or direct supervisor;

D. Absences covered by the Family Medical Leave Act provisions of this Agreement.

Bargaining Unit employees may not use sick leave benefits to off-set time lost as a result of a compensable injury or illness pursuant to Workers' Compensation. The District may require a Bargaining Unit employee to provide a healthcare provider's certification which, attests to the illness or injury of the Bargaining Unit employee or Immediate Family, provides a description of the illness or injury and the inclusive dates of the person's incapacitation.

Section 3. Definition of "Immediate Family." The term "Immediate Family" shall be defined for purposes of this Article as:

A. The Bargaining Unit employee's spouse;

B. The following relatives of a Bargaining Unit employee or the employee's spouse: father, mother, son, daughter, son-in-law, daughter-in-law, grandmother, grandfather, brother, sister and any other member of the family of the Bargaining Unit employee, or the employee's spouse, who lives with the Bargaining Unit employee.

C. Any other person over whom the Bargaining Unit employee has legal guardianship or a power of attorney.

Section 4. Sick Leave Benefits and the Retirement System. A Bargaining Unit employee who is also a member of the retirement system, shall remain a member of the retirement system during any period of leave when the employee receives sick leave benefits pursuant to this Article or Workers' Compensation benefits, as long as allowed by law. The Bargaining Unit employee shall also receive creditable service credit for such leave time if the employee makes contributions to the retirement system which are equal to the amount of contribution that he or she would have made if he or she had been on active service status. State law and regulations of the Retirement System shall govern on these issues.

Section 5. Payment for Sick Leave Benefits. Any Bargaining Unit employee who ends a school year with an accumulation of more than the maximum number of sick leave days allowed shall be reimbursed at the rate of fifty percent (50%) of the daily rate of pay for a substitute teacher for each day exceeding the maximum. This reimbursement will be part of the employee's final payroll check of the school year. Bargaining Unit employees are not entitled to

reimbursement for accumulated sick leave upon termination of employment.

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

Section 7. Sick Leave Pool. The Health Plan Advisory Committee may study and consider the possibility of an employer-paid short term disability insurance for members of the Bargaining Unit no later than July 1, 2019.

ARTICLE XVI. LEAVES OF ABSENCE – PERSONAL LEAVE

Section 1. Accrual and Payment for Personal Leave. Bargaining Unit employees shall be eligible to receive personal leave benefits pursuant to the provisions of this Article. Bargaining Unit employees who are considered by the District to be a nine (9) or ten (10) month full-time employees may use up to two (2) personal leave days each school year. Personal leave benefits will not be earned for additional work during Summer, stipends, or additional contracted or worked days. Unused personal leave days carry over as sick leave.

Section 2. Use of Personal Leave Benefits. Bargaining Unit employees may use their personal leave days for the following reasons:

- A. To handle legal matters including matters such as court appearances, depositions, tax investigations, administrative matters unless applicable law or this Agreement provides for other paid leave.
- B. Personal matters including weddings, graduations or funerals.
- C. Observance of a religious holiday.
- D. 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.
- E. Absences under leaves authorized by law, policy or the Board that would otherwise be unpaid including, but not limited to, leave under the Family Medical Leave Act (“FMLA”).
- F. Leave for other purposes as approved by the Chief Human Resources Officer.

Section 3. Bargaining Unit employees may use their accrued personal leave day(s) during the regular school year. Requests for use of personal leave shall be filed on the District’s

on-line absence management system at least five (5) days in advance of the day the employee is requesting to use the personal day. All requests to schedule a personal leave day must be made before May 1. The District may deny requests for personal leave: (a) when adequate substitutes are not available, in the District's discretion; (b) if the personal day is scheduled to be taken during the period the employee is receiving Workers' Compensation benefits for lost-time due to a work-related incident; and, (c) when the personal day is scheduled prior to or immediately following any holiday or vacation period ("blackout periods") as designated by the District. Use of Personal Leave Benefits.

ARTICLE XVII. WAGES AND BENEFITS

Section 1. Health Insurance – Bargaining Unit employees will be eligible to participate in the Health Insurance Plan provided by the District, as defined by the Health Insurance Plan document, and to the same extent as other eligible District employees. The District will make a reasonable effort to communicate changes that are proposed to the Employee Health Insurance Plan prior to making material changes to the Plan. The Association agrees that all decisions regarding the nature and extent of the District's Employee Health Insurance Plan shall be the responsibility of the District's Board of Education.

Section 2. Dental Insurance – Bargaining Unit employees will be eligible to participate in the Dental Insurance Plan provided by the District, as defined by the Dental Insurance Plan document, and to the same extent as other eligible District employees. The District will make a reasonable effort to communicate changes that are proposed to the Employee Dental Insurance Plan prior to making material changes to the Plan. The Association agrees that all decisions regarding the nature and extent of the District's Employee Dental Insurance Plan shall be the responsibility of 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 as required by law.

Section 4. Salary Schedule – The Salary Schedule attached as "Exhibit 1" shall apply to the Bargaining Unit employees during School Year 2018-2019.

ARTICLE XVIII. TERM OF AGREEMENT

Section 1. Term of Agreement – This Agreement shall be in effect from July 1, 2018, through June 30, 2020 ("Term").

Section 2. Reopening the Agreement During Its Term – During its Term, the Salary Schedule for the Bargaining Unit employees may be reopened for negotiations by either party. In order to reopen this Section, a party must give written notice to the other party not earlier than December 1st and not later than February 1st of the final year of the current

Agreement Term. A Salary Schedule may not be reopened after it has been part-performed during a school year except as otherwise specifically allowed in this Agreement.

Section 3. Termination of Agreement – This Agreement shall terminate following the last day of its Term. Prior to the termination of this Agreement, either party may provide a written request to the other party which requests negotiations for a renewal Agreement. In order to be effective, such written notice must be given not earlier than December 1st and not later than February 1st of the final year of the current Agreement Term.

ARTICLE XIX. CONCLUDING AGREEMENTS

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 JNEA.

Section 2. Complete Agreement – The parties agree that all matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and the Association. The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the Term, and each agrees that the other shall not be obligated to bargain collectively during the Term with respect to any matter, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement, except as specifically provided in this Agreement.

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. 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.

Signature Page Follows

JOPLIN NATIONAL EDUCATION ASSOCIATION

Crystal Stokes
Crystal Stokes
JNEA President

Dated: 6/13/18

JOPLIN SCHOOLS

Sharnock Dermott
Sharnock Dermott
BOE President

Dated: 05/31/18

