

**Festus Bargaining Unit
and
Festus R-6
Board of Education**

M.O.U.

June 2020

ARTICLE 1

RECOGNITION AND BARGAINING PROCEDURES

1.1 RECOGNITION

The Board of Education of Festus R-6 School District, Jefferson County, Missouri (hereinafter referred to as the "District"), recognizes the Festus NEA, (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all certificated Employees in the Bargaining Unit during the term of this Agreement, subject to Board policy, and state and federal law.

The rights granted to the Association in this Agreement shall not be granted or extended to any competing Employee Organization, during the term of this Agreement, subject to Board policy, and state and federal law.

1.2 DEFINITIONS

A. EMPLOYEE

The term "Employee" or "Bargaining Unit Member" may include an Employee or a group of Employees who are similarly affected by this Agreement. The term Employee or Bargaining Unit Member when used hereinafter in the Agreement shall refer to all Employees represented by the Association.

B. DAYS

The term "days" when used in this Agreement shall, except where otherwise indicated, mean working days. For purposes of this Agreement, "working days" shall mean days in which school is in session for students or days on which all or most members of the Unit are expected to report for work, even if students are not in attendance. When the computation of days involves seasonal breaks or vacations, closures for inclement weather or other unforeseen circumstances, or the necessity of extending timelines, the administration may, upon the request of the Association or Employee, or at the discretion of the administration, extend any timelines included in this Agreement.

C. SUPERINTENDENT

The term "Superintendent" shall indicate the Superintendent of Schools or his/her designee.

D. EMPLOYER

The term "Employer," "Board or Board of Education" shall indicate the Board of Education.

E. ASSOCIATION

The term "Association" or "Union" shall indicate the sole and exclusive bargaining representative during the term of this Agreement, subject to Board policy, and state and federal law.

1.3 BARGAINING UNIT

The bargaining unit shall include all full-time instructional employees who are required by law or district policy to hold teaching certificates to serve in their positions, including classroom teachers, librarians/media specialists, academic counselors, psychological examiners, and speech and language pathologists.

This excludes all employees who hold teaching certificates, but are not required by law and/or district policy to hold such certificates to serve in their position; directors and coordinators who do not provide direct instruction or other direct services to students; home school communicators; outreach counselors; paraprofessionals; Parents as Teachers educators; all administrators, supervisors, and managers; and all employees who do not hold teaching certificates. For purposes of this bargaining unit, full-time employee is defined as working a minimum of 80% FTE.

1.4 BARGAINING PROCEDURES

The District and the Association agree to bargain in good faith on matters regarding compensation and working conditions related to the terms and conditions of this Agreement, with such matters to be identified at the beginning of the bargaining process. For purposes of this Agreement, "good faith" shall mean that the parties come with a willingness to meet at reasonable times and in an effort to reach a mutually agreed upon position on proper subjects of bargaining. The commitment to bargain in good faith does not compel either party to agree to a proposal or make a concession.

Both parties shall furnish each other, upon reasonable request, available information pertinent to the issue(s) under consideration.

When a tentative agreement is reached it shall be reduced to writing as the Tentative Agreement and shall be submitted to the Association and the Board of Education for approval. In accordance with Missouri law, the Board of Education shall at all times retain the authority to accept, reject, or modify the Tentative Agreement, as provided by law. This Agreement, upon ratification by the Association and the District shall be official. A signature page of the Association President, Association Bargaining Team Members, Board of Education President, and Board of Education Secretary shall be part of this Agreement.

A. SUCCESSOR AGREEMENT

The Association and District agree to meet no less than three months prior to the expiration of this Agreement to negotiate in good faith a Successor Agreement. The ground rules, timeline and protocols of the bargaining shall be agreed upon prior to the beginning of bargaining.

B. CONTRACTUAL AMENDMENTS

This Agreement, once ratified by the Association and the Board, represents the full and final agreement on all subjects that were or that could have been addressed during the bargaining session that resulted in this Agreement. Neither the District nor the Association shall be required to engage in any negotiations regarding matters that were or could have been addressed in this Agreement prior to the bargaining period immediately preceding the expiration of this Agreement.

Nevertheless, should either the District or the Association want to modify the Agreement during the term of the Agreement, either party shall notify the other in writing. Nothing shall compel either party to re-open the agreement.

Bargaining on any amendments is limited to 30 days.

Any section of this Agreement found by a court of law, administrative agency, or other entity with legal jurisdiction over the provision at issue shall immediately be null and void, and shall have no further force or effect upon notice by the District to the Association that such provision is unlawful.

ARTICLE 2

COMPENSATION

2.1 SALARY

A. SALARY SCHEDULE

The wages and salaries reflected in the Salary Schedule attached hereto, shall be part of this agreement for the 2020-2021 school year.

B. LANE CHANGES

Lane changes will be granted when the employee has met the qualifications necessary to advance to the next lane(s).

C. SUPPLEMENTAL JOBS

Agreed To: Add \$1/hour to Home Bound, Saturday School, After School Detention and Summer School pay for 2020-2021

	2020-2021
Hourly Pay Rates	Add \$1/hr to \$30

D. TUITION REIMBURSEMENT

Agreed To: No change in rate

	2020-2021
Tuition Reimbursement	\$160

2.2 BENEFITS

For all insurance programs provided by this Master Contract, the District will pay the insurance premiums for each eligible teacher during each contract year. Coverage will commence July 1 and end on June 30, except that coverage for new teachers shall commence on the first day of actual service. The district will pay the full premiums for individual coverage for health and dental insurance for each employee during the term of this Agreement.

Agreed To: Maintain Board paid medical, dental, and life insurances, and continue offering voluntary supplemental insurance through Guardian.

	2020-2021
Insurance	Maintain full payment of premiums for medical, dental, and life insurance coverage

2.3 PAID LEAVES

A. UNUSED SICK LEAVE

Upon retirement in accordance with the Missouri Public School Retirement System, the district will buy back all unused sick and personal leave at the agreed upon amount, as set forth in the information below.

Agreed To: Teachers will be allowed to accumulate unused sick leave up to contract length.

*Agreed To: Increase Value of Unused Sick Leave Days (beginning FY19)
For teachers with 6 to 10 years of service, raise reimbursed rate to \$40/day; those with 11-20 year at \$60/day, and those with 21 or more years reimbursed at \$75/day.*

	2020-2021
Unused Sick Leave Cap	Accumulation cap equal to contract length
Value of Unused Sick Leave Day	6-10 yrs: \$40 (add \$5) 11-20 yrs: \$60 (add \$15) 21+ yrs: \$75 (add \$15)

B. PERSONAL OR SICK LEAVE

Members shall be entitled to 10 paid leave days per year to be used as personal or sick days. No more than 5 days at one time may be used consecutively as personal days.

C. SUPPLEMENTAL LEAVE

Members shall be allowed up to 3 additional paid leave days per year for a life-changing event, subject to prior written approval from the appropriate supervisor.

D. SICK LEAVE BUYBACK

Members may sell back up to 5 sick leave days per year, at the end of the school year, after they have accrued at least 60 sick leave days. Employees must notify the district in writing of their intent to sell back sick leave days no later than June 15th of the then-current school year. The amount due for the buyback will be remitted in the June 30th paycheck.

E. BEREAVEMENT LEAVE

Agreed To: The current bereavement policy shall be amended to include the language underlined below.

Absence without loss of salary shall be allowed, not to exceed five days, upon the death of a spouse, child, parent or parent-in-law of the employee, other person residing with the employee, or any other person over whom the employee has legal guardianship or for whom the employee has power of attorney and/or is the primary caregiver.

Three days shall be allowed for the death of a grandparent, brother, sister, brother-in-law, sister-in-law, grandchild, son-in-law, or daughter-in-law.

One day shall be allowed for the death of an aunt, uncle, niece, nephew, or a grandparent-in-law, or to serve as a pallbearer for a school retiree or school employee.

Bereavement leave may only be taken at the time of the decedent's death and funeral. Bereavement leave days cannot be saved and used at a later date.

2.4 RETIREMENT

Agreed To: The ESIP shall be available to all certified employees (as defined in the ESIP Plan) who have been Festus employees for at least 15 years. To qualify, the employee must meet one of the PSRS retirement criteria specified in the ESIP and comply with all other requirements of the Plan.

See ESIP Program for Eligible Employees for 2020-2021 – See Appendix ESIP Plan & Agreement

ARTICLE 3

WORKING CONDITIONS

3.1 CALENDAR

Agreed To:

Number of Calendar and Contract days.

The number of contract days will be reduced from 183 contract days during 2019-2020 to 181 contract days for 2020-2021. Two teacher workdays (the 4th professional development day and the last contract day at the end of the school year) will be dropped from the calendar.

Calendar	Subtract 2 workdays (contract 183 to 181)
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3.2 RIGHT TO REPRESENTATION

The Board of Education understands the importance of affording employees the opportunity to have an Association representative present during employee discipline meetings, when in the judgment of the administration, the presence of the Association representative will not (1) cause undue delay; (2) violate the privacy or other rights of employees, students, parents, or others; (3) jeopardize the safety, welfare, or interests of students or others; or (4) otherwise interfere with the operation of the district.

3.3 SUBSTITUTE PAY

All certified educators acting as a substitute teacher shall receive substitute pay at the rate of \$15 per hour if that teacher is giving up the teacher's plan/prep hour.

ARTICLE 4

DURATION

This Agreement shall be effective July 1, 2020, through June 30, 2021, after which the Agreement shall expire in the entirety. No provision herein shall have any further force or effect after the expiration of this Agreement, except as may be explicitly agreed to and approved by the parties in a Successor Agreement.

EDUCATION ASSOCIATION

By Jonathan E. Woolard
President

By Stefanie Craig
Secretary

BOARD OF EDUCATION

[Signature]
President

Lynn Stanley
Secretary

07/10/2020
Date

2020-21 FESTUS R-VI SCHOOL DISTRICT SALARY SCHEDULE

Longevity Steps	BS	BS+9	BS+20	MA	MA+10	MA+20	MA+30	ES	ES+10	ES+20	ES+30	DR
1	39,700	40,700	41,700	44,700	45,700	46,700	47,700	50,700	51,700	52,700	53,700	54,700
2	40,575	41,575	42,575	45,575	46,575	47,575	48,575	51,575	52,575	53,575	54,575	55,575
3	41,450	42,450	43,450	46,450	47,450	48,450	49,450	52,450	53,450	54,450	55,450	56,450
4	42,325	43,325	44,325	47,325	48,325	49,325	50,325	53,325	54,325	55,325	56,325	57,325
5	43,200	44,200	45,200	48,200	49,200	50,200	51,200	54,200	55,200	56,200	57,200	58,200
6	44,100	45,100	46,100	49,100	50,100	51,100	52,100	55,100	56,100	57,100	58,100	59,100
7	45,000	46,000	47,000	50,000	51,000	52,000	53,000	56,000	57,000	58,000	59,000	60,000
8	45,900	46,900	47,900	50,900	51,900	52,900	53,900	56,900	57,900	58,900	59,900	60,900
9	46,800	47,800	48,800	51,800	52,800	53,800	54,800	57,800	58,800	59,800	60,800	61,800
10	47,700	48,700	49,700	52,700	53,700	54,700	55,700	58,700	59,700	60,700	61,700	62,700
11	48,625	49,625	50,625	53,625	54,625	55,625	56,625	59,625	60,625	61,625	62,625	63,625
12	49,550	50,550	51,550	54,550	55,550	56,550	57,550	60,550	61,550	62,550	63,550	64,550
13	50,475	51,475	52,475	55,475	56,475	57,475	58,475	61,475	62,475	63,475	64,475	65,475
14	51,400	52,400	53,400	56,400	57,400	58,400	59,400	62,400	63,400	64,400	65,400	66,400
15	52,325	53,325	54,325	57,325	58,325	59,325	60,325	63,325	64,325	65,325	66,325	67,325
16	53,275	54,275	55,275	58,275	59,275	60,275	61,275	64,275	65,275	66,275	67,275	68,275
17	54,225	55,225	56,225	59,225	60,225	61,225	62,225	65,225	66,225	67,225	68,225	69,225
18	55,175	56,175	57,175	60,175	61,175	62,175	63,175	66,175	67,175	68,175	69,175	70,175
19	56,125	57,125	58,125	61,125	62,125	63,125	64,125	67,125	68,125	69,125	70,125	71,125
20	57,075	58,075	59,075	62,075	63,075	64,075	65,075	68,075	69,075	70,075	71,075	72,075
21	58,050	59,050	60,050	63,050	64,050	65,050	66,050	69,050	70,050	71,050	72,050	73,050
22	59,025	60,025	61,025	64,025	65,025	66,025	67,025	70,025	71,025	72,025	73,025	74,025
23	60,000	61,000	62,000	65,000	66,000	67,000	68,000	71,000	72,000	73,000	74,000	75,000
24	60,975	61,975	62,975	66,975	67,975	68,975	69,975	72,975	73,975	74,975	75,975	76,975
25	61,950	62,950	63,950	67,950	68,950	69,950	70,950	73,950	74,950	75,950	76,950	77,950
26	62,950	63,950	64,950	68,950	69,950	70,950	71,950	74,950	75,950	76,950	77,950	78,950
27	63,950	64,950	65,950	69,950	70,950	71,950	72,950	75,950	76,950	77,950	78,950	79,950
28	65,300	66,300	67,300	71,300	72,300	73,300	74,300	77,300	78,300	79,300	80,300	81,300
29	66,700	67,700	68,700	72,700	73,700	74,700	75,700	78,700	79,700	80,700	81,700	82,700
30	68,150	69,150	70,150	74,150	75,150	76,150	77,150	80,150	81,150	82,150	83,150	84,150
31	69,650	70,650	71,650	75,650	76,650	77,650	78,650	81,650	82,650	83,650	84,650	85,650
32	71,200	72,200	73,200	77,200	78,200	79,200	80,200	83,200	84,200	85,200	86,200	87,200
33	72,800	73,800	74,800	78,800	79,800	80,800	81,800	84,800	85,800	86,800	87,800	88,800
34	74,450	75,450	76,450	80,450	81,450	82,450	83,450	86,450	87,450	88,450	89,450	90,450
35	76,150	77,150	78,150	82,150	83,150	84,150	85,150	88,150	89,150	90,150	91,150	92,150
36	77,850	78,850	79,850	83,850	84,850	85,850	86,850	89,850	90,850	91,850	92,850	93,850
37	79,550	80,550	81,550	85,550	86,550	87,550	88,550	91,550	92,550	93,550	94,550	95,550
38	81,250	82,250	83,250	87,250	88,250	89,250	90,250	93,250	94,250	95,250	96,250	97,250
39	82,950	83,950	84,950	88,950	89,950	90,950	91,950	94,950	95,950	96,950	97,950	98,950

**EARLY SEPARATION AGREEMENT
(Festus R-VI Bargaining Unit)**

THIS EARLY SEPARATION AGREEMENT ("Agreement") is entered into on this _____ day of _____, 20____, between the Festus R-VI School District ("District"), and _____ ("Employee").

WHEREAS, Employee is and has been a certified employee of the District, as defined for purposes of the District's Early Separation Incentive Plan; and

WHEREAS, Employee meets all the requirements for early separation from employment with the District; and

WHEREAS, Employee has timely requested the benefits of early separation from employment with the District; and

WHEREAS, Employee intends to take early separation from employment and to relinquish Employee's rights to future employment with the District, and the District intends to grant early separation from Employee's employment with the District.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Employee hereby submits Employee's irrevocable letter of resignation and notice of intent to retire, effective at the end of the 20__-20__ school year; provided, however, that nothing in this Agreement shall prevent Employee from applying for and/or accepting post-retirement employment with the District, as permitted by the Missouri Public School and Public Education Employee Retirement Systems. A copy of Employee's letter of resignation and notice of intent to retire is attached hereto as Exhibit A.
2. On or before June 30, in the year of Employee's retirement, the District agrees to remit to Employee by check, automatic deposit, or other means of payment authorized by the District the total amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00).
3. Employee acknowledges and understands that all payments made pursuant to this Agreement are taxable as wages and will be subject to all deductions required by law. Employee further acknowledges, understands, and agrees that Employee is solely responsible for obtaining advice from his/her own attorney and/or tax preparer regarding the legal effect and tax consequences of entering into and receiving payments under this Agreement.
4. The payments made under this Agreement shall be made in return for settlement of any and all claims Employee may have against the District, including the District's affiliates and subsidiaries, together with their respective current and former members, directors, officers, agents, and employees, and their attorneys and insurers, in their respective official and individual capacities, including but not limited to, claims for compensatory damages, emotional distress, loss of reputation, humiliation, embarrassment, costs, expenses, and attorney's fees released by Employee in paragraph 5 of this Agreement.
5. Employee hereby releases, remises, and forever discharges the District, and its affiliates and subsidiaries, together with their current and former board members, directors,

officers, agents, and employees, including their attorneys and insurers, in their respective official and individual capacities, from any and all claims or other causes of action Employee may have against them, including but not limited to any alleged rights or claims arising under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended by the Americans with Disabilities Act Amendments Act of 2008; 42 U.S.C. §§ 1981, 1983, and 1985; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended by the Civil Rights Act of 1991, 42 U.S.C. § 1981a; the Rehabilitation Act of 1973, 29 U.S.C. § 791 et seq.; the Missouri Human Rights Act, Mo. Rev. Stat., Ch. 213; the Missouri Teacher Tenure Act., Mo. Rev. Stat. §§ 168.102 - .130, and any other alleged employment discrimination; due process; breach of contract; wrongful discharge; or other violation of federal, state, or local statutory or common law relating to or arising out of Employee's employment with the District, or Employee's separation from the District, up to and including the effective date of Employee's resignation – excepting workers compensation claims.

6. Employee agrees not to enter into any suit, action, or other proceeding at law or in equity, or to prosecute further any suit or action that might presently exist, or to make any claim or demand of any kind against the District, or its affiliates and subsidiaries, together with any of their current or former members, officers, directors, agents, or employees, including their attorneys and insurers, in their respective official and individual capacities, asserting any claim released by Employee in paragraph 5 of this Agreement, other than an action to enforce Employee's rights herein. If Employee enters into any action in violation of this paragraph 6, all payments required under paragraph 2 of this Agreement shall cease as of the date the District receives notice of such violation, and Employee shall further (1) forfeit and/or repay to the District one-half of all amounts previously paid pursuant to paragraph 2 of this Agreement, and (2) pay all legal costs, including attorneys' fees, incurred by the District, its affiliates and subsidiaries, and their current or former officers, directors, agents, and employees, or their attorneys, in defending against such action.

7. Employee further agrees that in the event any person or entity brings a charge, claim, complaint, or action asserting any claim released by Employee in paragraph 5 of this Agreement, Employee shall waive any right to recovery in connection with such charge, claim, complaint, or action, and shall exercise a good faith attempt to have such charge, claim, complaint or action dismissed.

8. Failure to complete Employee's Final Year Contract with the School District will result in Employee's loss of eligibility for the payment provided under paragraph 2 of this Agreement, except as may be otherwise required by law or approved by the Board.

9. All obligations under this Agreement will terminate upon the death of Employee. In the event of the Employee's death prior to June 30 of the year of retirement, no payment shall be due to Employee's estate or survivors pursuant to this Agreement.

10. Employee acknowledges that this Agreement has been reviewed in detail with Employee and that its language and intended effect have been explained, and that Employee has had a full and fair opportunity to review this Agreement with legal counsel of Employee's choice prior to executing the Agreement. Employee also acknowledges that no promise or representation has been made to Employee by any representative of the District to induce Employee to enter into this Agreement (except as specifically set forth herein), and that

Employee has voluntarily entered into this Agreement of Employee's own free will based only upon the terms and conditions set forth herein.

11. Employee understands that this Agreement includes a release of all claims under the Age Discrimination in Employment Act and states that Employee has been given at least forty-five (45) days to consider the meaning and effect of this Agreement. Employee further acknowledges that Employee has been advised in writing in this Agreement and in the Early Separation Incentive Plan that Employee may consult an attorney before signing this Agreement.

12. Employee may, upon written notice to the School District, revoke this Agreement within a period of seven (7) calendar days, with such period to commence on the day Employee signs this Agreement, and this Agreement shall not become effective or enforceable until this period has expired.

13. This Agreement shall have no force or effect if Employee revokes acceptance of this Agreement pursuant to paragraph 12 herein.

14. The provisions of this Agreement will be governed by the laws of the State of Missouri.

15. If a court of competent jurisdiction determines that any provision contained in this Agreement, or any part thereof, cannot be enforced, the parties agree that such determination shall not affect or invalidate the remainder of the Agreement.

16. This Agreement constitutes the entire agreement between Employee and the District, and supersedes all prior understandings, whether oral or written, between the parties. Any amendments or modifications to this Agreement must be in writing and signed by the parties.

17. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Early Separation Agreement as of the day and year first above written.

CERTIFIED EMPLOYEE – FESTUS R-VI BARGAINING UNIT

Employee

Date: _____

FESTUS R-VI SCHOOL DISTRICT

By: _____
President, Board of Education

Date: _____

Attest: _____
Secretary, Board of Education

Date: _____

EXHIBIT A

Board of Education
[Name and address of school district]

Dear Members of the Board of Education:

I, _____, hereby submit my irrevocable letter of resignation and notice of intent to retire effective at the end of the 20__-20__ school year, for the purpose of accepting early separation from my employment with the Festus R-VI School District.

Employee's Signature

Employee's Printed Name

Date of Signature

**EARLY SEPARATION INCENTIVE PLAN
(Certified Employees – Festus R-VI Bargaining Unit)**

Purpose

The purpose of the Early Separation Incentive Plan (ESIP or Plan) is to (1) provide a financial incentive to eligible employees who elect early separation from the Festus R-VI School District; (2) reduce the possibility of reductions-in-force; and (3) provide a cost savings to the district.

Eligibility Requirements

The Plan is offered for the 2020-21 school year **only**. The following ESIP will be available to certified employees who are included in the Festus R-VI Bargaining Unit (Unit) and who meet the following criteria:

- Eligibility
 1. The recipient of the retirement benefit must be a certified employee included in the Unit;
 2. The recipient must have at least fifteen (15) years of service with the district as determined by the criteria outlined in Years of Service below;
 3. The recipient must be eligible for retirement under one of the following Public School Retirement System (PSRS) retirement benefit categories:

PSRS normal retirement. The employee must:

- a) Have at least fifteen (15) years of creditable service under the PSRS (five as required by the PSRS, plus the additional ten (10) years required to comply with requirement number 2 above), and must be at least sixty (60) years of age; or
- b) Have at least thirty (30) years of creditable service under PSRS, at any age; or
- c) Have any combination of age and creditable service that equals or exceeds eighty (80) pursuant to the Rule of 80, as promulgated by PSRS.

25-and-Out Early Retirement. The employee must:

- a) Be under age 55; and
- b) Have at least twenty-five (25) but fewer than (30) years of creditable service under PSRS; and
- c) Not qualify for the Rule of 80, as promulgated by PSRS

- Eligible employees may choose any retirement option listed above.
- An eligible employee must submit a written application and signed Separation Agreement by the dates stated in the Plan; otherwise, the employee waives the right to do so once the Plan has expired.

- Eligible employees who already qualify for retirement under any of the options identified above have automatic eligibility for the Plan if they meet the district service minimum of fifteen (15) years; however, they are required to submit the written application and signed Separation Agreement as required by the Plan.

Years of Service

For purposes of this ESIP only, “Years of Service” shall mean the sum of all full or partial years of service during which the employee was employed by the district and for which the employee received service credit under the PSRS for such employment. The number of years of service shall be determined by the employee’s PSRS retirement credit and the FTE (Full Time Equivalency) calculation in the employee’s personnel file. The service may be non-consecutive.

Retiring at the End of the School Year

The district will pay a one-time separation payment of \$15,000, to each eligible employee who has elected to participate in the ESIP. Each employee is solely and entirely responsible for determining whether he or she may be eligible to participate in the Plan, and for submitting the required documents in accordance with the timelines established herein.

Potentially eligible employees who desire to retire at the end of the then-current school year must apply to the Human Resources Office for the ESIP benefit no later than **November 16 of such school year**. The Human Resources Office will make a final eligibility determination and will notify all applicants whether they qualify for the ESIP benefit for that year. Employees who do not meet the requirements for the ESIP benefit will not be eligible to participate in the Plan for that year. Only the names of eligible employees who have complied with all requirements under this Plan will be submitted to the Board of Education for approved participation in the ESIP.

Final Year Contract

“Final Year Contract” shall mean a full-time contract for the last full year of employment with the district and be designated as “Final Year Contract”

Separation Agreement

In return for the financial incentive provided under this policy, the employee shall enter into a Separation Agreement with the district, releasing the district and its directors, officers, agents, and employees, and their attorneys and insurers, from any and all claims or other causes of action the employee may have against them. The release must be submitted to the Human Resources Office by **4:00 p.m., on November 16 of the school year in which the employee intends to retire.** The release does not apply to workers’ compensation claims.

Payment of Retirement Incentive

The ESIP incentive will be a one-time payment of \$15,000. This payment shall be made on or before June 30 in the calendar year in which the retirement is effective.

Completion of Final Year Contract

If an employee fails to complete the final contract year of his/her employment, the employee will not be eligible for the Early Separation Incentive Plan, unless otherwise required by law.

Survivorship

All benefits outlined within this ESIP will terminate upon the death of the individual employee. Therefore, the designation of beneficiaries is inapplicable to this ESIP.

Other Provisions

Eligible certified employees have four windows of eligibility for the Early Separation Incentive Plan: 15 years of creditable service and at least 60 years of age; 30 years of creditable service; eligibility for retirement through the Rule of 80; or eligibility for retirement through 25-and-Out Early Retirement.

- An eligible employee must have the appropriate certification for and be employed in a certified position with the district, and must be included in the FNEA Bargaining Unit.
- This Plan pays a one-time benefit of \$15,000. If an employee does not submit a written application and signed Separation Agreement by the dates stated herein, the employee waives the right to do so after this ESIP expires at the end of the 2020-2021 school year.
- For purposes of this policy only, an eligible employee is an employee (1) who is required by law or by the District to have a teaching certificate issued by the Missouri Department of Elementary and Secondary Education to serve in the employee's position and (2) who belongs to the Unit.

Buy Back Option

Certified employees who may become eligible for the Early Separation Incentive Plan through buying back PSRS service must complete the buy back on or before November 16 of the school year in which the employee intends to retire.

Withdrawal of Notice

Once an employee has submitted a notice of intent to elect early separation, the employee will be permitted to withdraw such notice only in accordance with the terms of the ESIP or Separation Agreement, or in emergency situations, subject to approval of the Board of Education.

Advice of Counsel and Tax Preparer

Participants in the ESIP should seek advice of counsel and their own tax preparer prior to signing the Separation Agreement. The law regarding treatment of separation payments is complex and

changes from year to year. The District is not responsible for providing legal or tax advice to employees regarding the ESIP or the Separation Agreement. It is the employee's responsibility to obtain such advice in sufficient time to submit all applications and forms, as well as the signed Separation Agreement, in accordance with the deadlines established under this plan.

