

**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*

|                         | <b>2020-2021</b>   |
|-------------------------|--------------------|
| <b>Hourly Pay Rates</b> | Add \$1/hr to \$30 |

D. TUITION REIMBURSEMENT

*Agreed To: No change in rate*

|                              | <b>2020-2021</b> |
|------------------------------|------------------|
| <b>Tuition Reimbursement</b> | \$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.*

|                  | <b>2020-2021</b>   |
|------------------|--|
| <b>Insurance</b> | 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.*

|                                       | <b>2020-2021</b>   |
|---------------------------------------|--|
| <b>Unused Sick Leave Cap</b>          | Accumulation cap equal to contract length  |
| <b>Value of Unused Sick Leave Day</b> | 6-10 yrs: \$40 (add \$5)<br>11-20 yrs: \$60 (add \$15)<br>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 15<sup>th</sup> of the then-current school year. The amount due for the buyback will be remitted in the June 30<sup>th</sup> 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 4<sup>th</sup> professional development day and the last contract day at the end of the school year) will be dropped from the calendar.*

|                 |  |
|-----------------|--|
| <b>Calendar</b> | Subtract 2 workdays<br>(contract 183 to 181) |
|-----------------|--|

**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. Woolak  
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 | 2020-21 FESTUS R-VI SCHOOL DISTRICT SALARY SCHEDULE |        |        |        |        |        |        |        |        |        |        |        |  |  |
|-----------|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--|--|
|           | 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.

