

AGREEMENT
BETWEEN THE
HICKMAN MILLS G-1 SCHOOL DISTRICT
AND THE
NATIONAL EDUCATION ASSOCIATION

This Agreement is entered into between the Hickman Mills C-1 School District ("District") and the Missouri National Education Association this 20th day of May, 2022. The Term of the Agreement shall begin June 1, 2022 and shall end May 31, 2023.

RECOGNITION

Recognition. The District recognizes the NEA as the exclusive bargaining representative of: All full-time and part-time Parent Educators employed by the District, excluding all other employees.

TERM OF AGREEMENT

Term of Agreement. This Agreement shall be in effect from June 1, 2022 through May 31, 2023. 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 NEA. The Parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement 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. Notwithstanding this paragraph, the parties agree that either party may request to negotiate wage proposals on a yearly basis according to the bargaining schedule set forth in District Policy. Additionally, the District and/or the NEA may request 1 non-economic reopener on a yearly basis according to the bargaining schedule set forth in District policy.

DISTRICT RIGHTS AND AUTHORITY

District Authority Altered Only by Specific and Express Agreement. The Parties agree that the District possesses the right and authority to operate and direct the employees of the District in all respects including, but not limited to, all rights and authority exercised by the District prior to this Agreement except as expressly and specifically limited in this Agreement. Nothing in this agreement is to be interpreted as constituting a waiver of the Board of Education's rights and responsibilities to create and maintain schools. The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation all power, rights, authority, duties, and responsibilities conferred upon it and vested in it by the law and the Constitutions of the State of Missouri and the United States, which shall continue unaffected by this Agreement except as expressly and specifically limited by the

provisions of this Agreement. These rights and authority include, but are not limited to, the following:

1. To determine the District's mission, objectives, policies and budget and to determine and set all standards of service offered to the public;
2. To execute the executive and management control of the school system and its properties and facilities;
3. 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;
4. To delegate authority through recognized administrative channels 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, and to introduce new or improved methods, equipment and facilities;
5. To establish, modify or eliminate programs, curricula and/or courses of instruction, including special programs and athletic, recreational and social events for students. To determine whether to provide or purchase goods and services and to determine the methods, means and number of personnel needed to carry out the District's mission, all as deemed necessary or advisable by the Board;
6. To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employ, or their dismissal;
7. To determine class schedules, class size, the hours of instruction, and the assignment of teacher with respect thereto;
8. To discipline, dismiss, demote, evaluate, promote, transfer or lay off any employee;
9. To determine the academic calendar; and
10. To determine the duties, responsibilities, and assignments of those individuals in this bargaining unit.

The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of the Board except as limited by the express and specific terms of this Agreement.

District Authority to Make Changes without Negotiations. NEA and the District agree that the District specifically reserves the right to unilaterally change past practices, Board of Education policy or regulations without negotiations with the NEA prior to any such changes unless such change is contrary to the express and specific language of this Agreement.

INDIVIDUAL AND NEA RIGHTS

Salary Deductions. The District authorizes voluntary payroll deductions from compensation earned by Members of the Bargaining Unit. Members of the Bargaining Unit must provide written authorization of all deductions to District's designee and the amount deducted will be remitted to NEA. The District shall not be responsible for any good-faith error in the administration of this service. Within fifteen (15) days following each pay date, the District will provide NEA with changes in payroll deductions of NEA membership dues.

Posting of the Agreement. Upon ratification by the Board and the Association, the District will post the current Agreement on the District's Human Resources website page.

Use of District Resources by NEA. NEA shall be permitted to hold meetings on District property without cost in a manner consistent with District policies and regulations. NEA shall be permitted

reasonable use of the school mailboxes and intra-district mail service for the distribution of materials related to union/district business. Before using the school mailboxes and intra-district mail service, the NEA representative using the District resources will notify the building principal. Use of the school mailboxes and intra-district mail service by the NEA shall not interfere with normal school operations and will be done only at times during which students are not in class.

Leave. At the beginning of each work year, each Bargaining Unit employee will be credited with 10 days personal leave, the use of which will be governed by the then existing Board Policy regarding the use of personal leave. Unused personal leave days may accumulate without limit.

Bereavement Leave. The District will provide Bargaining Unit Members up to three (3) leave days for Bereavement Leave. In no event shall a Bargaining Unit employee be granted more than three (3) additional leave days total during the course of a fiscal year. The use of bereavement leave pursuant to this provision must be supported by documentation provided by the Bargaining Unit member to the District (e.g., death certificate, obituary, etc.) and may only be used in the event of the death of an immediate family member as defined by Policy GCBDA.

Religious Holidays. Bargaining Unit members may use personal days for religious holidays, regardless of where such holidays fall on the school calendar.

Retirement or Resignation. Upon retirement in accordance with the Missouri Public School Retirement System or resignation, the District will buy back all accumulated personal leave at the rate set forth in the then existing Board Policy.

Grievances. The Hickman Mills C-1 School District is interested in employee concerns and ideas for improving the district. District employees are encouraged to discuss concerns with supervisors and the administrative staff so that issues may be addressed in a timely fashion. The Board has developed a formal process for addressing grievances. The Board grievance process will be used to address any disputes arising out of this Agreement. Each grievance will be addressed using the Board grievance process in place at the time of the occurrence that is the basis of the grievance.

Cell Phones. Bargaining Unit members will be provided a District cell phone to use for District business. Bargaining members' receipt and use of District cell phones will be in accordance with District policy and practice regarding employee use of District cell phones.

Lead Stipend. At least One Bargaining Unit Member will be designated as Lead and will receive a stipend determined by the District for the additional duties associated with being Lead.

Work Conditions. Parent educators will follow the established teacher work calendars. Parent educators will complete weekly time sheets and record all hours worked using the District's time recording protocol.


Staff Morale. The District understands that Parent Educators serve an important role in the District and provide a unique service to parents. Parent educators will have the flexibility to time in and out while conducting home visits and creating their weekly work schedules to accommodate the needs of the parents within the parameters set by the District. When a Parent Educator has completed a visit or series of visits at the end of the day, the Parent Educator will have the ability to have thirty minutes of clock-in time per visit that evening to complete the required write up.

Lead Teachers. Lead teachers will be allowed to work up to 70 additional hours outside of the teacher work calendar to perform tasks, up to the amount negotiated for extra duties. Lead teachers must receive approval from their supervisor prior to working additional hours. The


request will be submitted prior to working.


Salary. Bargaining Unit members will receive salary increases consistent with the Proposed Teacher Salary Schedule for the 2021-2022 and 2022-2023 school years attached as Exhibit A and incorporated into this Agreement. The parties agree that this Salary provision applies for the 2021-2022 and 2022-2023 school years. The parties further agree that there will be no financial reopener for the 2022-2023 school year.

NATIONAL EDUCATION ASSOCIATION

BY: 
HMNEA President

HICKMAN MILLS C-1 SCHOOL DISTRICT

BY: 
Board President

Attested: 
Board Secretary