

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

This Agreement is entered into between the Hickman Mills C-1 School District ("District") and the Hickman Mills Missouri National Education Association this 20<sup>th</sup> day of May, 2022. The Term of the Agreement shall begin June 1, 2022 and shall end May 31, 2025.

**RECOGNITION**

**Recognition.** The District recognizes the HMNEA as the exclusive bargaining representative of: All fulltime teachers, counselors, librarians, early childhood teachers and all other educational professionals who are paid from the teacher's salary schedule, excluding instructional coaches/facilitators, student service advocates, assessment team evaluators, administrative interns and supplemental teachers.

**TERM OF AGREEMENT**

**Term of Agreement.** This Agreement shall be in effect from June 1, 2022, through May 31, 2025. 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 HMNEA. 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 HMNEA may request two (2) specific items as reopeners on a yearly basis according to the bargaining schedule set forth in District policy.

**EMERGENCY CLAUSE**

**Emergency Clause.** Notwithstanding any provision of this Agreement, the Board may in consultation

with HMNEA as defined in this section, modify the Agreement in emergency, unforeseen, or unusual situations such as disasters or causes of financial hardships. Examples of these situations include changes in law or regulation, fire, flood, pandemic, health emergency, tornadoes, earthquakes, acts of war, acts of terrorism, significant losses of revenue, or large and unusual increase in expenditures. This list is not intended to be all-inclusive, and this clause is not limited to those items listed above. In the event the District determines an emergency situation exists, it shall, with at least 24-hour notice, reconvene the negotiations process with HMNEA representatives to discuss the situation and possible solutions. Both parties agree that the determination of a resolution, including the timeline for reinstatement of this Agreement, in an emergency situation is vested solely in the Board.

### **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.** HMNEA 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 HMNEA prior to any such changes unless such change is contrary to the express and specific language of this Agreement.

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## **INDIVIDUAL AND HMNEA RIGHTS**

**Bulletin Boards.** The District will use reasonable best efforts to provide space within each District building for the placement of a bulletin board and or space on existing bulletin boards for HMNEA to post information. To the extent the District incurs any cost associated with the purchase or installation of additional bulletin board space for HMNEA use, the Association will pay any such cost.

**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 HMNEA. 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 HMNEA with changes in payroll deductions of HMNEA 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 HMNEA.** HMNEA shall be permitted to hold meetings on District property without cost in a manner consistent with District policies and regulations. HMNEA 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 HMNEA representative using the District resources will notify the building principal. Use of the school mailboxes and intra-district mail service by the HMNEA shall not interfere with normal school operations and will be done only at times during which students are not in class.

**District Calendar Committee.** When the District convenes a committee to provide input to the development of the District's academic calendar, the Association President and up to two other Bargaining Unit Employees appointed by the Association may serve on the committee.

**Association Leave.** The Association president or designee shall be granted up to ten (10) days leave to attend to Association business. Provided, however, that no one individual bargaining unit member may use more than five (5) days leave pursuant to this provision. The Association will provide the District fifty-percent (50%) of the substitute pay for any days used.

**Duty-Free Lunch.** The District will use reasonable best efforts to provide an uninterrupted duty-free lunch period consistent with the building schedule to each member of the Bargaining Unit. When temporary, unanticipated situations arise, individuals may not receive an uninterrupted lunch period.

**Planning Time.** The District will use reasonable best efforts to ensure that all teachers (excluding pre-K) have a minimum of 250 minutes each week for planning time. Planning periods are not

defined as "duty-free", therefore, meetings, collaboration or other duties may be scheduled as deemed necessary by the building principal. Building principals will use reasonable best efforts to schedule such meetings and duties so that teachers have some time for teacher-directed plan time each week.

**Planned Meeting Time.** Planned meeting time is essential to teacher effectiveness and student success.

- a. Meetings within the work day, not inclusive of faculty meetings, may include:
  - i. District or building curriculum/initiatives, instruction/instructional strategies, assessments/assessment data.
  - ii. Student academic performance, student behavior.
  - iii. Building climate and culture, parent and community involvement/communication.
  - iv. Development of building, district, state or federal plans (e.g., Title I, School Improvement Plans, etc.).
  - v. Supporting teachers through building or district professional development, including off site professional development.
  - vi. Planning with non-classroom teachers, as well as support staff, paraprofessionals/paraeducators, teacher librarians, and itinerant teachers assigned to the site.
  - vii. Planning time for special education teachers, related service providers and general education teachers who have students in common, or who teach the same student(s).
  - viii. Site administration shall have the right to convene meetings necessitated by emergencies at reasonable times and will notify staff as soon as possible.

**Designated Teacher Work Days.** All members of the Bargaining Unit shall have one workday, uninterrupted by meetings and/or professional development, at the beginning of each school year. Additionally, all members of the Bargaining Unit shall have one-half workday, uninterrupted by meetings and/or professional development, after winter break and after school ends for the school year.

**Substitution/Extra Hour Assignment Duties.**

If the District is unable to supply a regular substitute whenever the classroom teacher is absent, the District will compensate certificated teachers performing substitution/extra hour assignment duties according to the following guidelines:

After a pre-k or elementary teacher has provided substitute services for 14 hours and a secondary teacher has provided substitute services for 7.5 hours during a school year, any additional substitution/extra hour assignment would qualify for compensation as follows:

1. Substituting for a pre-k or elementary classroom shall be paid at the current daily substitute rate. A class may be divided among no more than two (2) teachers sharing that rate, except three (3) teachers may be used in an emergency. A pre-k class may be divided among more than three (3) teachers.
2. Extra hour assignments including split classes or substituting during the planning/preparation periods shall be paid at the proportional rate of current daily substitute pay.

3. **Certificated teaching staff, that are not grade-level elementary teachers, secondary content teachers or secondary elective teachers, will be paid at one-half of the established rate for substitute services as provided in 1 & 2.**

Teachers are responsible for submitting a substitute coverage form to their principal or designee in a timely manner not to exceed more than two (2) weeks after the date of service. Payment will be issued after receipt of this timesheet by the district payroll office.

To be eligible for this rate, a minimum of 30 cumulative minutes must have been worked. Any time less than 30 minutes will not be eligible for such payment.

Administration will have discretion in placement of students and assignments of staff substitute duties. Administration will make it a priority to place students in the same grade level or subject area.

**Collaboration.** If the Superintendent establishes committees for the purpose of receiving input from bargaining unit members regarding the development of District policies, rules, procedures, goals and objectives, the Association President and up to two other Bargaining Unit employees designated by the Association President may serve on any such committee. At least once each quarter, each building principal shall meet with the Association building representative to discuss building specific issues.

**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 member 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 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.

**Professional Development.** On days when students are in session, professional development will begin 30 minutes after the dismissal of students and the ending time of professional development will extend an additional 30 minutes. The District will make reasonable best efforts to avoid scheduling professional development before or after holidays, vacations, or breaks (not including professional development at the beginning of the school year or professional development following winter break).

**Safety.** The Hickman Mills Board of Education recognizes the necessity for a planned safety program to create a safe environment for the students attending the District. The Association shall appoint three representatives to the District Safety Committee. This District committee will meet at a minimum of three times an academic year. The District will provide annual training addressing metal detector and bag checks, and staff will be provided building specific emergency training.

**Work Day.** The standard teaching day is defined as that period of time a teacher is required to be in an educational activity as a participant in the standard teaching assignment. The building principal will be responsible for the establishment of the working day for teachers within the building. As a general rule, teachers shall not be required to work more than one-half hour before the start of the school day nor required to remain more than one half hour in the building past dismissal time for students but may extend as necessary to fulfil the requirements of the position. A teacher shall not leave the school premises during school hours unless proper arrangements have been made and consent of the principal or designee has been obtained.

**Notice of Reprimand.** Except for in emergency situations requiring immediate action, before any employee is called in by an administrator or supervisor for formal disciplinary action of a serious nature that would result in at least a written reprimand, the employee shall be given the opportunity to arrange for the presence of a representative. The administrator will provide no less than 24 hours' notice of the meeting.

**Salary.** 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 reopening for the 2022-2023 school year.

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NATIONAL EDUCATION ASSOCIATION

BY: Asim M. Al-Halabi  
President

HICKMAN MILLS COHOOL DISTRICT

BY: Robert McGehee  
President, Board of Education

ATTESTED BY: Ronald G. [Signature]  
Secretary, Board of Education