

REPRESENTATION POLICY

Collective Bargaining

The Board of Directors recognizes the right of Hawthorn Leadership School for Girls (the “School”) employees to organize and to bargain collectively through representatives of their own choosing, subject to Missouri law.

The Board adopts this Policy to establish appropriate election procedures for employees of the School, to organize and bargain collectively through representatives of their own choosing, or to indicate their intent not to do so.

The Board and its representatives will engage in respectful negotiations with employees’ chosen bargaining representative, if any, during such times and in such a manner as to minimize disruption to school operations and the educational environment. Negotiations will be conducted consistent with the School policies and with the best interest of the School students as the foremost priority.

The obligation to collectively bargain and engage in respectful negotiations does not compel either the Board or the bargaining representative to agree to a proposal or to make a concession. Board policy and procedures will govern in the absence of a binding agreement, when the agreement does not address an issue, or when an agreement expires and a new agreement regarding the issue is not reached. In the absence of a term in a negotiated agreement, the Board and the administration retain the right to manage the workplace.

Once an agreement is finalized, the agreement is considered inclusive and complete. Once an agreement is entered into, the School may refuse to negotiate any item that is addressed in the existing agreement, or that was discussed during negotiations for the existing agreement, for the term of the agreement.

No employee shall engage in any strike, walkout, work slowdown, stoppage or interruption of work or any other practice that disrupts the school environment or the School operations.

All negotiation meetings with the Board, a Board sub-committee, and/or the administration shall be closed to the public, press, and persons other than the designated members of the bargaining units or such other persons as may be mutually agreed upon. Meetings, records and votes of negotiation preparation by the Board, a Board sub-committee and the administration will be closed in accordance with law and will not be audio or video recorded.

1. Choosing a Representative – Public Sector Labor Law Employees

Any School employees that are included within the coverage of the Missouri Public Sector Labor Law may petition for formal certification of their chosen representative with the State Board of Mediation, in accordance with Missouri law, *Section 105.500, et seq.*, RSMo (2000).

2. Choosing a Representative – Employees not Covered by Public Sector Labor Law

Any School employees that are excluded from the coverage of the Missouri Public Sector Labor Law may Petition for formal election of their chosen representative with the Board of Directors, in accordance with this Policy.

2.1. Board Requires Secret Ballot Election Process

The School will recognize a labor union or other organization as the official bargaining representative for a group of School employees only after a secret ballot election, similar to those conducted under the Missouri Public Sector Labor Law and as set forth in this Policy and Regulation, unless otherwise required by law.

2.2. Establishment of Additional Procedures

The School employees must use the process established in this Policy and its related procedures to select a labor union or other organization of their choice as their representative for purposes of collective bargaining. The Head of School is authorized to make additional rules and procedures to govern the election process as may be necessary to implement this Policy.

3. Choosing a Representative

Any School employees that are included within the coverage of the Missouri Public Sector Labor Law must follow the procedures set forth by the State Board of Mediation, in accordance with Missouri law, *Section 105.500, et seq.*, RSMo (2000). School employees that are not covered by the Missouri Public Sector Labor Law shall be governed by this Policy.

3.1. Petition for Election of Representative with Required Information

To initiate a secret ballot election process to select a representative, an employee must submit to the Head of School or her designee a formal Petition for Election of Representative, including the following requirements:

- The name of the labor union or organization seeking such recognition, along with the name, address, e-mail and telephone number of the designated contact person.
- A description of the proposed bargaining unit for which representation is sought. The description should include the classifications of employees to be included and excluded, and the approximate total number of employees included in the proposed bargaining unit.
- The Petition must be supported by the valid dated original signatures of at least 30 percent of the total number of employees in the proposed bargaining unit, on cards or a petition format.
- No signature in support can be older than six (6) months from the date the Petition for Election is submitted to the Head of School or his or her designee. The signatures in support should be submitted in a separate sealed envelope, labeled “*Signatures in Support of Petition.*”

Once the Head of School or her designee receives such a Petition, she will post notice of receipt of the Petition in the same location that notices for Board meetings are posted. The notice will

set a future date, no earlier than five (5) business days after the first date of posting, in which any School employees interested in representation by a different labor union or organization may submit a request for a different representative, as described in section 4, “Other Interested Organizations” below.

3.2. Support by 30% of Employees in Proposed Bargaining Unit

The Head of School or her designee will identify and designate an appropriate neutral third person or entity to review the Petition and confirm that it is supported by at least 30 percent of the employees in the proposed bargaining unit. The Head of School or her designee will provide the designated person or entity with a list of names and signatures of all School employees within the definition of the proposed bargaining unit for verification.

The Head of School or her designee, and the third person or entity designated to review the support for the Petition, will have up to 30 business days to verify that the required information is present, and to examine the description of the proposed bargaining unit and the validity of the signatures in support. The Head of School or her designee will notify the contact person of the union or other organization seeking recognition that the petition has been rejected due to missing information, subject to refile in an appropriate format.

The envelope labeled “*Signatures in Support of Petition*” containing the signatures in support will remain sealed, until the designated third person opens it to verify the existence of valid timely signatures from at least 30 percent of the employees in the proposed bargaining unit.

The designated third person or entity will notify the Head of School or her designee, and the contact person of the labor union or other organization, as to whether or not valid timely signatures of 30 percent of the employees were presented in support of the Petition, but will not provide additional information, and will not disclose the signed petition or cards, nor which employees supported the Petition, nor the total number of employees who supported the Petition, to the School or to any person unless required by law.

3.3. Determination of Appropriate Bargaining Unit

If the information in the Petition is complete, and the necessary level of 30 percent support is demonstrated, the Head of School or her designee will submit to the Board of Directors a written recommendation as to the appropriateness of the bargaining unit description, and a list of the School’s positions and employees who would belong to the unit, if formed. The recommendation will include an opinion concerning whether the scope and definition of the proposed bargaining unit is appropriate. If the Head of School or her designee recommends to the Board that the scope and description of the proposed unit is appropriate, the Head of School or her designee will also recommend a date and appropriate time for the election.

Upon receiving the recommendations of the Head of School or her designee, the Board of Directors will set the matter on its agenda and decide the issue at an upcoming Board of Directors meeting.

Once the matter is set for a Board meeting, the contact person for the labor union or other organization seeking recognition will receive notice of the date, time, and location of the meeting. The Board of Directors will make a determination as to the appropriateness of the proposed bargaining unit within ten (10) business days of the meeting. The Board's decision is final. If the proposed bargaining unit is approved, the Board of Directors will set a date for the election. If the description of the proposed bargaining unit is not approved, the contact person for the labor union or organization seeking recognition may submit a revised unit description. If a revised unit description is submitted, the Head of School or her designee will provide the designated third person or entity a list of names and signatures of the School employees meeting the definition of the proposed revised unit so that the designated third person can determine if signatures from at least 30 percent of the employees in the revised unit were obtained, as described in section 2, "Support by 30 Percent of Employees in Proposed Bargaining Unit" above. If so, the Head of School or her designee will submit to the Board a recommendation regarding the appropriateness of the proposed revised bargaining unit as described in this section. If the designated third person or entity determines that the required number of signatures were not obtained, the employee must resubmit a new petition for election for representation with the 30% showing described in section 2, "Support by 30 Percent of Employees in Proposed Bargaining Unit" above.

To avoid division of loyalties and conflicts of interest, the Board of Directors shall not find appropriate a bargaining unit that includes supervisory employees or confidential employees.

3.4. Other Interested Organizations

As set forth above, once the Head of School or her designee receives a complete Petition, he or she will post notice of receipt of the Petition in the same location(s) that notices for Board meetings are posted. Once the Head of School has posted notice that a Petition for Election of Representative has been filed to select a labor union or other organization as the representative for collective bargaining, any School employee in the proposed bargaining unit that is interested in being represented by a different such organization may submit a second Petition to the Head of School or her designee.

To do so, the employee must submit a Petition with the same information set forth in section 1, "Petition for Election of Representative" above (including name of labor union or organization seeking recognition, contact information for designated contact person), except that such second Petition need only be supported by signatures of ten percent (10%) of the employees in the proposed bargaining unit.

All information must be submitted to the Head of School or her designee no later than the date set in the posted notice. The Board of Directors will delay setting a date for an election until the new information is reviewed by the Head of School or her designee, and the person designated to review the Petition, in accordance with the provisions of sections 1, 2 and 3 of these procedures as described above. If the request was submitted before the deadline and is supported by the timely signatures of at least ten (10) percent of the employees in the proposed bargaining unit, the additional labor union or organization will also be listed on the ballot, and the Board will set a date for the election.

3.5. Ballot and Election Procedures

The Board of Directors may receive recommendations from the Head of School or her designee, and the contact person for the labor union(s) and organization(s) that will appear on the ballot, regarding appropriate wording and order of choices to appear on the ballot. At the time the date for the election is set, the Board of Directors will also approve the language to appear on the ballot. All approved ballots must include an option under which an employee may vote “No” or for “No Representation” *i.e.*, a vote not to be represented by any labor union or organization for collective bargaining.

The Head of School or her designee will provide notice of the election in writing, electronically or otherwise, to all School employees in the proposed bargaining unit. In addition, the Head of School or her designee will post notice of the election in the same location that notices for Board meetings are posted, and in other conspicuous places easily accessible to the School employees in the proposed bargaining unit, no less than five (5) business days prior to the election. The notice of election shall contain:

- The date, hours and place of the election.
- A description of the proposed bargaining unit.
- A sample ballot with “Sample” clearly marked on its face.
- Information regarding applicable Board policies and procedures.
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The election will be held in one (1) or more polling places reasonably convenient to the eligible voters, and at times when the employees in the proposed bargaining unit may vote without leaving their assigned duties. The election will be conducted by secret ballot. The Board, the Head of School or her designee may appoint one (1) or more School employees or other persons who do not belong to the proposed bargaining unit, nor to any labor union or organization listed on the ballot, to check the names of voters off of a list of School employees in the proposed bargaining unit, and distribute and collect the ballots. The School may also select an outside third person or entity to perform these election functions.

The Head of School or her designee and the union(s) or organization(s) seeking recognition appearing on the ballot may have an employee representative present at each polling place during the election. The designated observers may challenge an individual’s eligibility to vote. Challenged ballots shall be folded and placed in a separate sealed envelope with the name of the voter plainly written on the outside. Challenged ballots will not be considered, unless the number of votes could affect the results of the election. If the challenged ballots might affect the results of the election, the challenged ballots will be presented to the Board of Directors at a later formal Board meeting as set forth below, for a final determination of the challenge.

3.6. Tally of Ballots and Election Results

Ballots will not be tallied until after the posted time for closing the polls, unless all of the eligible voters have already cast their ballots. The ballots will be tallied by the Board-appointed School employees who do not belong to the proposed bargaining unit, nor to any labor union or

organization listed on the ballot, or the outside third person mentioned in section 5, “Ballot and Election Procedures”, and will be done in the presence of the designated observers selected by the Head of School or her designee and the organization(s) listed on the ballot. Talled ballots will be placed in a sealed envelope and saved until all objections are resolved and the Board votes to certify the election results. The tentative results will be recorded in writing and signed by the observers present when the ballots were tallied. The results will remain tentative until the Board votes to certify the results. The Board’s decision will be final.

If a union or organization seeking representation and appearing on the ballot receives votes from a majority of the eligible employees, the outcome is a majority election, and that union will become the elected bargaining representative for the bargaining unit, after all election objections (and any ballot challenges) are resolved, and the Board of Directors votes to certify election result.

If the only labor union seeking representation does not receive a majority of votes from all eligible employees, or if the ballot choice of “No” or “No Representation” receives a majority of the eligible employees, the outcome is also a majority election, and no union or organization will become the elected bargaining representative for the bargaining unit, after all election objections (and any ballot challenges) are resolved, and the Board of Directors votes to certify the election result.

An “inconclusive election” is an election in which the ballot includes at least three (3) choices, i.e., at least two (2) labor unions or organizations seeking representation and an option for “No Representation,” and where no choice receives votes from a majority of the eligible employees. When the results of an election are inconclusive, the Board will set a date for a Runoff Election as described in section 8, “Runoff Election” of these policies and procedures. Unless otherwise directed by the Board, there will only be one Runoff Election.

A “null election” is an election where all choices receive an equal number of votes, or where two (2) choices receive an equal number of votes and a third choice receives a higher, but still a less-than-majority vote. When this happens, the Board of Directors may declare the election a nullity and set a date to run a new election (a “rerun election”). The new election will follow the notice and election process detailed in section 5, “Ballot and Election Procedures” of these procedures. If the rerun election results in another nullity, the Board of Directors will dismiss the Petition and a bargaining unit will not be formed. If the second election results are “inconclusive,” a Runoff Election will be held.

A “final election” is an election in which two (2) or more choices receive an equal number of votes, another receives no votes, and all eligible voters have voted. In such case, neither a runoff election nor a rerun election will be conducted. Because all eligible employees have voted and there is no majority result, no representative is selected, and no labor union or organization will become the designated bargaining representative for the proposed bargaining unit, once all election objections (and any ballot challenges) are resolved and the Board of Directors votes to certify the election result. The Board’s decision will be final.

3.7. Challenged Ballots and Objections to Election Results

Within ten (10) business days after the votes are tallied, any employee in the proposed unit may file with the School an objection to the conduct of the election or conduct affecting the results of the election, which shall contain a short plain written statement of the reasons for the objection. A copy of the written objection must be provided to all members of the Board, to the Head of School her designee, and the contact person for any organization(s) seeking to represent the proposed bargaining unit and which appeared on the ballot.

The Head of School or her designee will investigate all such objections to the conduct of the election. Unless the Head of School and the persons or challenging the ballots or objecting to the election agree otherwise, the Board of Directors will hold a meeting to consider the objection. The Board shall also hold such meeting to consider challenged ballots, if challenged ballots might impact the outcome. If a meeting is held, the Head of School or her designee, the person(s) filing the objection or challenging the ballots, and the contact person for each of the organization(s) seeking recognition on the ballot, will receive notice of the meeting. The Board will make a decision within ten (10) business days. The Board's decision will be final.

After the time for filing objections has expired and/or the Board has made a final decision on all objections and, if necessary, challenged ballots, the final results of the election will be presented to the Board of Directors for a runoff election, or for Certification of Election results.

3.8. Runoff Election

If a runoff election is necessary, the ballot in any runoff shall provide for a selection among the two (2) or more choices receiving the largest number of votes in the last election, the sum of whose votes aggregate at least one (1) more than half of the total votes cast. After voting to certify the first election, the Board will set a date for the runoff election. The election will follow the notice and election process detailed in section 5, "Ballot and Election Procedures" of these procedures. All School employees in the proposed bargaining unit may vote in the runoff election, regardless of whether or not that employee voted in the original inconclusive election.

3.9. Election Bar

Once a final election result is certified regarding a bargaining unit, no Petition requesting another election in any part of the same bargaining unit will be accepted by the Board for a period of one (1) year after the date the Board voted to certify the results of the prior election.

3.10. Petition for Change of Representative

Any employee in the bargaining unit may Petition for Change of Representative of his or her bargaining unit, or to no longer be represented by any union or organization for collective bargaining. As noted above in section 9, "Election Bar", the Board will not accept such a petition for a period of one (1) year after the Board votes to certify the results of the prior election. At any other time, an employee must submit to the Head of School or her designee a Petition containing the following information:

- The bargaining unit in which a Change of Representative is sought, and whether the Petition seeks a different labor union as the representative, or seeks “No Representative.”
- If the Petition seeks a change to a new labor union as the representative, the name of the labor organization seeking recognition as the new employee representative, along with the name, address, e-mail and telephone numbers of its designated contact person.
- The Petition must be supported by the valid dated signatures of at least 30 percent of the employees in the bargaining unit, on either cards or a petition format. No signature in support of the Petition can be older than six (6) months from the date the Petition for Change is submitted to the Head of School or her designee. The signatures in support should be submitted in a separate sealed envelope, labeled “*Signatures in Support of Petition.*”

Once the Head of School or her designee receives such a Petition, he or she will post notice of receipt of the Petition in the same location that notices for Board meetings are posted. The process will follow, as closely as possible, the procedures set out herein.

The notice will set a date, no earlier than five (5) business days from the first date of posting, by which School employees in the bargaining unit who are interested in a different change in representation may submit a request, as in section 4, "Other Interested Organizations" section of these policies and procedures.

The Head of School will identify and designate an appropriate third person or entity to review the Petition and confirm the existence of support by at least 30 percent of the employees in the bargaining unit. The Head of School or her designee will provide the designated third person or entity a list of names and signatures of all School employees within the current bargaining unit for verification.

The Head of School or her designee, and the third person or entity designated to review the support for the Petition, will have up to 30 business days to verify that the required information is present, and to examine the bargaining unit information and the validity of the signatures in support. The Head of School or her designee will notify the contact person of the union or other organization seeking a change in representative (if any) of any missing information, to allow an opportunity for any problem to be timely corrected.

The envelope labeled “Signatures in Support of Petition” containing the signatures in support of the Petition for Change will remain sealed, until the designated third person opens it to verify the existence of valid timely signatures from at least 30 percent of the employees in the current bargaining unit.

The designated person will promptly notify both the Head of School or her designee and the contact person for the potential new labor union or organization (if any) as to whether signatures of 30 percent of the employees were presented in support, but will not provide additional information, and will not disclose the signed petition or cards, nor which employees supported the Petition, nor the total number of employees who supported the Petition, to any person unless required by law.

If the information is complete, the Board will set a date for the election. The ballot on any Petition for Change of Representative must include the following choices: 1) the current labor union organization or other designated representative; 2) the new labor union(s) or organization(s) seeking the change in representation (if any); and 3) an option for employees to vote for "None" or "No Representative" *i.e.*, to vote for no representation for purposes of collective bargaining. The election will be conducted in accordance with the process detailed in this policy and these procedures.

3.11 Expenses of Election

All actual expenses of the election will be divided between the district and the union(s) seeking to represent the district teachers. "Actual expenses" include the additional costs incurred in running the election, such as the printing costs for notices and ballots, the costs of renting machinery, the costs incurred in providing poll workers other than observers and the costs incurred in providing necessary security at the election, as determined by the district. The district may require the union(s) to pay the district the union's proportional share prior to incurring costs.

4.0 NEGOTIATIONS WITH EMPLOYEE REPRESENTATIVES

4.1 Bargaining Policy

If an appropriate unit of the School's employees elect a union as their bargaining representative, the Board and its representatives will engage in respectful negotiations with the employees' representative. It is essential that negotiations not disrupt school operations or negatively impact the educational environment. The ultimate goal of all negotiations is to secure the services necessary to deliver excellent education to the School's students in a safe environment based on a sound, realistic budget.

The Board understands that collectively bargained agreements are legally binding. However, the Board further recognizes that the legal obligation to collectively bargain does not compel or require either the Board or the employees' representative to agree to a particular proposal or to make a particular concession. Board policy and procedures will govern in the absence of a binding agreement, when the agreement does not address an issue, or when an agreement expires and a new agreement regarding the issue is not reached.

4.2 Scope of Bargaining

The School will negotiate salary and other conditions of employment, but will not negotiate the design and implementation of the district's performance-based evaluation system, as required by law. All agreements must state a fixed term or duration. The Board will not ratify an agreement that diminishes or compromises management rights or the School's ability to make administrative decisions and educational policy decisions including, but not limited to, curriculum decisions. The Board will not approve an agreement that could cause the Board to violate any state or federal law, negatively affect the School's accreditation, or disrupt or weaken the School's educational program. The Board will not ratify an agreement that includes impasse

procedures for resolution by third parties outside the School including, but not limited to, binding arbitration. All agreements must contain a clause that allows the Board to unilaterally modify the agreement in emergency situations such as including but not limited to natural disasters, or financial hardships, and pandemics. Once an agreement is finalized, has been approved by the union, approved by a majority of the whole Board, and signed by the employee representative and Board, the agreement is considered inclusive and complete. Once an agreement is entered into, the district may refuse to negotiate any item that is addressed in the existing agreement, or that was discussed during negotiations for the existing agreement, for the term of the agreement. Once an agreement is entered into, the district may refuse to negotiate salary, benefits or any condition of employment for the term of the agreement. The purpose of this provision is to provide for a specific period of negotiations during each school year and to protect the finality of agreements once they have been approved.

4.3 Initiation of Negotiations

The employee representative(s) must notify the Head of School or designee in writing of any issues for negotiation no later than December 1 of the school year in which negotiations will occur. The notice must reasonably specify the item(s) the employee representative desires to negotiate and reasonably explain how the suggested change will positively benefit the educational goals of the School. Failure to meet these notice requirements will preclude the issue from negotiation unless both parties agree otherwise.

4.4 Negotiation Schedule

Negotiations will begin no earlier than February 1 and will conclude by June 1 of the school year in which negotiations occur. If a tentative agreement is reached, it must be ratified by all parties no later than June 30 to be included in the next fiscal year's budget. If not ratified by that date, the agreement will not begin until the following fiscal year.

4.5 Conducting Negotiations

Negotiation meetings will be scheduled at times that will not interfere with the work duties of the members of the negotiation teams and will be scheduled to be the least disruptive to the normal business of the School. Employees will not be given paid or unpaid leave from their duties to participate in negotiations. Unless otherwise approved by the Board, negotiations will be held in the location designated by the Board for that purpose. The district negotiation team will determine if the meeting may be closed in accordance with law. The chairperson of the negotiation team or designee will ensure such meetings are appropriately posted and that minutes are kept as required by law. In addition, the chairperson or designee will keep a written record of all proposals, counter-proposals, concessions and draft agreements.

4.6 Contract Approval and Ratification

Any tentative agreement reached will be reduced to writing and initialed by the agents of the respective negotiating teams. Agreements will be tentative until formally approved by the union(s), approved by a majority vote of the whole Board, and signed by the employees'

representative and the Board, in accordance with law. The representative union(s) shall ratify formally approve the tentative agreement before it is presented to the Board for approval. The union is responsible for obtaining consent to the tentative agreement from the bargaining unit and will notify the Board in writing of the decision.

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