

**IN THE CIRCUIT COURT OF GREENE COUNTY
STATE OF MISSOURI**

Springfield National Education Association, Ray Smith and Kittilu Maxson)	
)	
)	
)	
)	
)	
Plaintiffs,)	No.
v.)	
)	Div.
Springfield Public Schools,)	
)	
Defendant.)	
)	

Serve: Dr. Norm Ridder
Superintendent
Springfield Public Schools
Kraft Administrative Center
940 N. Jefferson Ave.
Springfield, Missouri 65802-3709

PETITION FOR DECLARATORY JUDGMENT

COME NOW Plaintiffs, and by and through their attorneys, and for their Petition for Declaratory Judgment state as follows:

Parties

1. Plaintiff Springfield National Education Association (hereinafter "SNEA") is an unincorporated voluntary membership association, the principal office of which is located in Springfield, Missouri. The Association is the labor organization that represents more teachers and other non-supervisory certified employees of Defendant Springfield School District ("District") than any other organization. SNEA is affiliated with the Missouri National Education Association. Among

other things, SNEA and MNEA seek to protect members' constitutional rights to choose an exclusive bargaining representative to represent them in bargaining over wages, benefits and other terms and conditions of employment.

2. Plaintiff Ray Smith is a resident of Greene County, is employed as a permanent teacher by the District, and is a member and current President of the Association.
3. Plaintiff Kittilu Maxson is a resident of Greene Louis County, is employed as a permanent teacher by the District, and is a member and current vice-president of the Association.
4. Plaintiffs seek to represent the members of a class consisting of the membership of the Association pursuant to Missouri Supreme Court Rule 52.10 because:
 - (a) The Association is an unincorporated association consisting of approximately nine hundred fifty (950) members, and the class is so numerous that joinder of all of the members of the Association as Plaintiffs is impracticable;
 - (b) There are questions of law and fact common to the members of the class;
 - (c) The claims of the representative parties are the same as the claims of the Association and its members;
 - (d) The representative parties will fairly and adequately protect the interests of the Association and its members;
 - (e) The prosecution of separate actions by individual members of the class would create a risk of inconsistent or varying adjudications with respect to individual members of the class which could establish incompatible

standards of conduct for the Defendant; and

(f) The Defendant has acted and refused to act on grounds generally applicable to the Association and its members, thereby making appropriate relief with respect to the class as a whole.

5. The District is a public school district organized under Missouri law and located in Springfield, Greene County, Missouri.

JURISDICTION AND VENUE

6. The Court has jurisdiction over this action pursuant to § 527.010, R.S. Mo.

7. Venue is proper in this Court pursuant to §508.010(1), R.S. Mo., because Defendant has its principal place of business in Greene County, Missouri.

FACTS

8. The District employs approximately 1747 teachers and other certificated, non-supervisory staff (hereafter “teachers”).

9. Pursuant to Article I, Section 29 of the Missouri Constitution of 1947, teachers and other certified staff of public school districts have a constitutional right to “organize and bargain collectively through representatives of their own choosing.” The Missouri Supreme Court confirmed the existence of this constitutional right in its decision, *Independence NEA v. Independence School District*, 223 S.W. 3d 131 (Mo. 2007)(hereafter “Independence”).

10. On September 7, 2007, SNEA through Plaintiff Smith again requested that the District hold an election, pursuant to Article I, Section 29, “to democratically determine the bargaining agent for the teachers employed by the District.” SNEA

requested that this election be held in November 2007 so that bargaining for a labor agreement for the following school year could begin immediately thereafter.

A copy of this request is attached hereto and incorporated herein as Exhibit A.

11. On or about September 14, 2007, the District responded to this request in a letter signed by its Superintendent and refused the holding of any election for selection of a collective bargaining representative. A copy of this letter is attached hereto and incorporated herein as Exhibit B.
12. On July 15, 2008, again SNEA through Plaintiff Smith requested that the District hold an election on the question whether a majority of teachers wish to be represented in collective bargaining or not. A copy of the letter incorporating this request is attached hereto and incorporated herein as Exhibit C.
13. Thereafter, 1140 District teachers (approximately 63 percent) signed petitions stating that : “We the undersigned, in order to execute our rights under the Missouri Constitution, Article 1, Section 29, ‘employees shall have the right to organize and to bargain collectively through a representative of their own choosing’, hereby request the Springfield R-XII School District conduct an election so that teachers, nurses and parent educators may choose either SNEA or SMSTA as their bargaining agent.” A true and correct copy of one of the petitions is attached hereto as Exhibit D and incorporated herein by this reference.
14. Plaintiff Association presented the originals of the petitions described in paragraph 10 to the District’s Board of Education at its October 7, 2008 meeting.
15. Despite the overwhelming showing of interest among teachers for an election for

a majority exclusive collective bargaining agent expressed in the petitions, the District refused and has continued to refuse to hold the election requested.

16. Because of the District's refusal, teachers and other certified staff were denied the opportunity to select an exclusive collective bargaining representative and if selected, bargain through the selected representative during the 2007–08 and 2008-09 school years.
17. The Springfield Missouri State Teachers Association ("SMSTA"), referred to on the petitions described in paragraph 10 above, is a voluntary association of teachers and administrators employed by the District. It is affiliated with the Missouri State Teacher Association ("MSTA").
18. Before the Missouri Supreme Court rendered its decision in *Independence*, the MSTTA opposed the right of teachers to engage in traditional collective bargaining and filed an *amicus* brief on the side of the Independence School District asserting this position – a position that was subsequently rejected by the Court.
19. After the *Independence* case, the SMSTA communicated to the District its opposition to the selection of an exclusive collective bargaining representative for the teachers in the District.
20. Other affiliates of the MSTTA, including the St. Joseph-MSTA, where a majority of teachers are MSTTA members, have supported the selection of an exclusive collective bargaining representative.
21. The SMSTA has significantly fewer teacher members than the SNEA.
22. The SMSTA has not submitted to the District any collective bargaining petitions

or authorization cards.

23. At its October 7, 2008 meeting, the District's Board of Education directed its Superintendent to meet with both teacher organizations to develop a process for a secret ballot election.
24. During the ensuing discussions, the SNEA and the SMSTA could not reach agreement. The SNEA proposed an election on the question whether a majority of the teachers wished to be represented in collective bargaining by the SNEA, any other organization that produced a showing of interest among teachers of at least ten percent (10%) of the teachers, or no representation. The SMSTA opposed the option of exclusive representation and instead supported an election for multiple bargaining representatives.
25. On May 26, 2009, the District's Board of Education unilaterally adopted Policy HH by a vote of 5 to 2. A true and correct copy of Policy HH is attached as Exhibit E and incorporated herein.
26. Policy HH requires a system of selection of bargaining representatives contrary to the system requested by a majority of teachers through the petitions described in paragraph 10.
27. Policy HH incorporates an employer-imposed two-tiered representation election process in which the first election requires a vote on the options of exclusive representation, multiple representation, or no representation without an identification of which labor organization(s) would be the exclusive representative or make up the multiple representation. Unless the choice of "no representation" obtained a majority vote in the first election, a second election would be held to

choose between specific unions for the form of representation chosen in the first election.

28. Policy HH permits the possibility of representation of teachers in bargaining by a team not selected by a majority of teachers.
29. Policy HH permits the possibility of representation of teachers in bargaining by a team composed of representatives of the SNEA and SMSTA not in proportion to their respective members and supporters.
30. Policy HH provides for the possibility of multiple representation of teachers by two or more labor organizations without a system for reconciling the divergent views between such labor organizations.
31. Policy HH does not require collective bargaining exclusively through a majority organization and permits the possibility of a minority organization and/or the District defeating the will of the majority of teachers and/or preventing agreement through fragmentation of the teacher bargaining team.
32. The language of Article I, Section 29 of the Missouri Constitution was adopted from the following language of Section 7 of the National Labor Relations Act ("NLRA"), which states, in part: "Employees shall have the right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing...." See, *Independence NEA v. Independence School District*, 223 S.W.3d 131, 139 (Mo. 2007).
33. The procedure for selection of a bargaining representative under the NLRA for private sector employees is to hold a single election on the question whether or not a majority of employees in a bargaining unit wish to be represented

exclusively by a labor organization that has demonstrated a showing of interest by authorization cards or petitions.

34. Policy HH would not be a permissible way of selecting a collective bargaining representative under the NLRA.
35. Missouri's Public Sector Labor Law, Sections 105.500 *et. seq.* provides for a procedure for selection of a collective bargaining representative modeled after the NLRA procedure that applies to educational support and other specified public employees.
36. The procedure outlined in the District's Policy HH would not be a permissible way of selecting a collective bargaining representative under Missouri's Public Sector Labor Law.
37. Educational support employees of the District have selected exclusive bargaining representatives by a majority vote in favor of a single labor organization and were not required to participate in the type of two-tiered system Policy HH imposes on teachers.
38. Policy HH is vague and arbitrary in that it presents election choices that are confusing and misleading; unnecessarily prolong and delay collective bargaining; permit a minority of teachers to interfere with the will of the majority of the teachers; and interferes with the ability of teachers to speak with a unified voice.

Claims for a Declaratory Judgment that Defendant has Violated the Missouri Constitution

39. Paragraphs 1- 35 of Plaintiffs' Petition for Declaratory Judgment are re-alleged and incorporated herein.

40. The District's Policy HH violates Plaintiffs' right to engage in collective bargaining within the meaning of Article I, Section 29.
41. The District's refusal to hold a secret ballot election on the question whether a majority of the teachers wished to be represented by the SNEA, SMSTA, or no representative during the 2007–08 and 2008–09 school years violated and continues to violate Plaintiffs' constitutional right to engage in collective bargaining within the meaning of Article I, Section 29.
42. The District's Policy HH violates Plaintiffs' right to the equal protection of the laws as guaranteed by Article I, Section 2 of the Missouri Constitution in that it deprives Plaintiffs of the collective bargaining rights afforded to other employees of the District under Chapter 105.
43. The District's Policy HH violates Plaintiffs' right to due process of law as guaranteed by Article I, Section 10 of the Missouri Constitution in that collective bargaining is a fundamental right of teachers and the Policy's procedures for exercising this right are vague, arbitrary, and lack sufficient notice of the consequences of the procedures.
44. The aforesaid actions of the District have caused and will continue to cause Plaintiffs irreparable harm.

WHEREFORE, Plaintiffs pray that this Court grant the following relief:

- A. Issue a declaratory judgment that Defendant has violated Article I, Section 29 by failing and refusing to permit its teachers to select a collective bargaining representative and engage in collective bargaining within the meaning of Article I, Section 29 of the Missouri Constitution;

- B. Issue a declaratory judgment that Defendant's Policy HH violates Article I, Section 29 of the Missouri Constitution;
- C. Issue a declaratory judgment that Defendant's Policy HH violates Article I, Section 2 of the Missouri Constitution;
- D. Issue a declaratory judgment that Defendant's Policy HH violates Article I, Section 10 of the Missouri Constitution.
- E. Order Defendant to rescind Policy HH and to conduct a secret ballot election on the question whether a majority of teachers wish to be represented in collective bargaining by the SNEA, any other association that presents a showing of interest from at least 10% of the teachers, Association or no representation;
- F. Award such other relief as the Court deems just and proper.

Respectfully submitted,

SCHUCHAT, COOK & WERNER



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St. Louis, MO 63103
(314) 621-2626
FAX: (314) 621-2378
Attorneys for Plaintiffs

~~Sept 7~~

~~August 23, 2007~~

Dr. Norm Ridder, Superintendent
The School District of Springfield R-XII
940 North Jefferson
Springfield, MO 65802

Dear Dr. Ridder:

Pursuant to Article I, Section 29 of the Missouri Constitution, employees have the right "to bargain collectively through representatives of their own choosing." The Springfield NEA hereby proposes the District agree to an election to democratically determine the bargaining agent for the teachers employed by the District. We propose an election be conducted among eligible voters on November 6, 2007, and that the District immediately enter into good faith bargaining with the bargaining agent, if any, selected by a majority of those voting.

Please advise within ten days whether the District accepts our proposal, including the attachment.

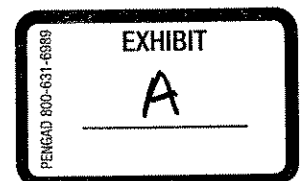
Sincerely,



Ray Smith, President
Springfield NEA

Enclosure: Ballot

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We Exist for the Academic Excellence of All Students

Norman F. Ridder, Ed.D.
Superintendent

September 14, 2007

Mr. Ray Smith
President
Springfield NEA
1525B West Sunshine
Springfield, MO 65807

Dear Ray:

Your letter dated September 7, 2007, has been received. In that letter you request that the District agree to conduct an election regarding the teachers employed by the District to determine the bargaining agent for the teachers. You also propose that the District agree to enter into bargaining with the employee group that is selected by the teachers in the election. I must respectfully decline your proposal.

More specifically, it is my understanding that a number of years ago, when Dr. Paul Hagerty was Superintendent, an interest vote was conducted by the teachers in the District which resulted in a tie vote between the National Education Association and the Missouri State Teachers' Association. It would be my belief that the vast majority of the teachers in this District currently belong to one or the other of these two organizations.

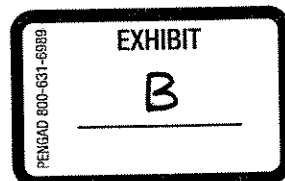
After that election, the District began what has become its current practice of considering input from the members of both teachers' groups prior to the approval of the budget and other decisions by the Board of Education. During my time here, I have found that this process works well and accommodates the input of all the teachers in the District, without rather than the members of just one of the teachers' groups. The District prefers to maintain its current practices which have proven to be workable and fair to all the teachers in the District.

Thank you for your letter.

Sincerely,

Norman Ridder Ed.D.
Superintendent

cc: Board of Education w/attachment





Springfield National Education Association
1525 B West Sunshine
Springfield, MO 65807
417-869-5090 / 800-888-6632
fax 417-869-5096
www.mnea.org

To: Springfield Board of Education

From: Ray Smith

Date: July 15, 2008

Re: Collective Bargaining

On May 30, 2007, the Missouri Supreme Court held that Article I, Section 29 of the Missouri Constitution did include teachers, thereby allowing Missouri teachers to bargain terms and conditions of employment - just as teachers do in 34 other states.

Article I, Section 29 provides that employees have the right to bargain collectively "through a representative of their own choosing." It is worth noting that administrators and school boards do not make representative choices for employees; only the employees can choose the bargaining agent to represent them.

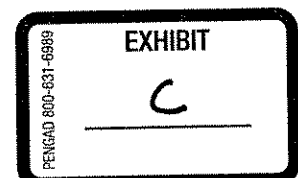
Employees in 34 states engage in what has become a best practice for school districts - allowing teachers to become a part of the decision-making process regarding terms and conditions of their employment. The customary method of selecting a bargaining agent is through a secret ballot election.

On May 6, the Independence Board of Education voted to conduct an election for the purpose of allowing certified staff to choose their bargaining agent. On May 20, an election was held and 68% of the certified staff chose INEA to be their bargaining agent.

Springfield NEA believes the Independence BOE took the correct action in conducting an election, and we propose that the Springfield Board of Education decide at their earliest opportunity to borrow the model from Independence. We are enclosing a sample ballot, proposed definition of the bargaining unit and rules for the conduct of an election.

Sincerely,

Ray Smith, President
Springfield NEA



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We, the undersigned, in order to execute our rights under the Missouri Constitution, Article 1, section 29, "employees shall have the right to organize and to bargain collectively **through representatives of their own choosing**," hereby request the Springfield R-XII School District conduct an election so that teachers, nurses and parent educators may choose either SNEA or SMSTA as their bargaining agent.

Print Name	Signature	Date	Building
Brent Fullington	Brent Fullington	Aug 13, 2008	Cherokee
Beth Zuep-Mitchell	Beth Mitchell	Aug 14, 2008	Cherokee
Jennifer Sherwood	Jennifer Sherwood	8-14-08	Cherokee
Amy Lattay	Amy Lattay	8-14-08	Cherokee
Jennifer Felton	Jennifer Felton	08-14-08	Cherokee
Kenneth Kjarvestad	Kenneth Kjarvestad	8-14-08	Cherokee
Jim Zinecker	Jim Zinecker	8-18-08	Cherokee
Priscilla Arens	Priscilla Arens	8-18-08	Cherokee
Jackie Hutcherson	Jackie Hutcherson	8-18-08	Cherokee
Terri Murren	Terri Murren	8-18-08	Cherokee
Jeanene Gerhardt	Jeanene Gerhardt	8-18-08	Cherokee
Missy Kjarvestad	Missy Kjarvestad	8-18-08	Cherokee
Phyllis A. [unclear]	Phyllis A. [unclear]	8/18/08	Cherokee
Margaret Butler	Margaret Butler	8-18-08	Cherokee
Kerri McLain	Kerri McLain	8-18-08	Cherokee
Dana Bair	Dana Bair	8-19-08	Cherokee
Mary Jo Edgerton	Mary Jo Edgerton	8-19-08	Cherokee
Penny A. Ballenger	Penny A. Ballenger	8/21/08	Cherokee
Teresa Breese	Teresa Breese	8/21/08	Cherokee
Kevin Byrne	Kevin Byrne	8/21/08	Cherokee
Molly Plate	Molly Plate	8/21/08	Cherokee
Becky Wells	Becky Wells	8/21/08	Cherokee
Samantha Stone	Samantha Stone	8-21-08	Cherokee
Melissa Williams	Melissa Williams	8-21-08	Cherokee
Tracy Williams	Tracy Williams	8/21/08	Cherokee

EXHIBIT
 D

TEACHER NEGOTIATING REPRESENTATIVES
(Exclusive or Multiple Representatives)

Unless otherwise governed by law, the School District of Springfield, R-12 will use the following process to recognize a union to represent teachers for collective bargaining purposes. The Superintendent or designee is authorized to make additional rules governing the election process as needed.

All employees other than teachers must apply for certification of their employees representative with the State Board of Mediation in accordance with law.

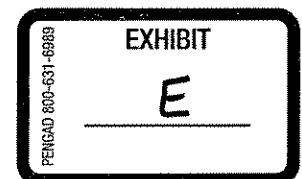
Initial Recognition

The Board will not voluntarily recognize an organization, association, union or professional group ("union") as a representative for District teachers without a secret ballot election. To request an election to select a union, a District teacher must first submit to the Superintendent or designee:

1. A description of the bargaining unit requesting representation. The description will include the general classifications of employees sought to be included and excluded and the approximate number of teachers in the proposed bargaining unit.
2. The name of the union seeking recognition as the representative and the name, address, e-mail address and telephone numbers of the union's contact person.
3. A petition requesting an election by secret ballot signed by at least 30 percent of the District teachers in the proposed bargaining unit. No signature can be older than six (6) months from the date the petition is submitted to the Superintendent or designee. The petition will be submitted in a sealed envelope separate from the other required information and labeled "Petition."

Once the Superintendent or designee receives such a request, he or she will post notice of receipt of the request in the same location that notices for Board meetings are posted. The notice will set a date no earlier than 20 business days from the first date of posting for teachers interested in representation by a different union to submit a request as described in the "Other Interested Unions" section of this policy.

The Superintendent or designee and the contact person for the union seeking recognition will identify a person mutually acceptable to both the District and the union to review the petition. The person will not be an agent or representative of either the District or the union. The Superintendent or designee will provide the designated person a list of names of District teachers meeting the definition of the proposed bargaining unit. The envelope labeled "Petition" will remain sealed until the designated person opens it to verify that signatures from at least 30



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percent of the teachers in the proposed bargaining unit were obtained. The designated person will not disclose the petition, which employees signed the petition, or the total number of employees who signed the petition to any person unless required by law. The designated person will notify the Superintendent or designee whether 30 percent of the signatures were obtained, but will not provide additional information unless required by law.

The Superintendent or designee, and the person designated to review the petition, will have 30 business days to verify that the required information is present and to examine the description of the proposed bargaining unit. The Superintendent or designee will notify the contact person for the union seeking recognition of any missing information, so that the problem can be corrected immediately.

If the information is complete, the Superintendent or designee will submit to the Board a written recommendation on the appropriateness of the bargaining unit description and a list of the District teachers who would belong to the unit, if formed. If the Superintendent or designee determines that the description is appropriate and the Board agrees, the Board will set a date for the election to take place.

If the Superintendent or designee determines that the proposed bargaining unit is not appropriate, the Board will set a date and time for a public hearing on the issue, unless the District and the union agree that a hearing is not necessary to resolve the dispute. If a hearing is held, the contact person for the union seeking recognition will receive notice of the hearing. The Superintendent or designee and the entity seeking recognition will have an opportunity to present witnesses and arguments. The Board will make a determination as to the appropriateness of the description of the proposed bargaining unit within ten (10) business days of the hearing. The Board's decision will be final.

If the description of the proposed bargaining unit is not approved, a District teacher may submit a revised description. The Superintendent or designee will provide the designated person a list of names of District teachers meeting the revised definition of the proposed bargaining unit so that the designated person can determine if signatures from at least 30 percent of the teachers in the revised proposed bargaining unit were obtained. If so, the Superintendent or designee will submit to the Board a written recommendation on the appropriateness of the proposed bargaining unit, as described above. If the appropriate number of signatures was not obtained, the teacher must resubmit the request for an election as described above.

Other Interested Unions

Once the District has posted notice that a request has been made to select a union or to change union representation, any teacher interested in being represented by a different union may submit a request to the Superintendent or designee. The teacher must submit the same information as required above for initial recognition, except that only ten (10) percent of the teachers need to sign the sealed petition. All information must be submitted to the Superintendent or designee no

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later than the date set in the District's posted notice. The Board will delay setting a date for the election until the information is reviewed by the Superintendent or designee and the person designated to review the petition. If the request was submitted before the deadline and at least ten (10) percent of the teachers in the bargaining unit signed the petition, the union will be listed on the ballot.

Multiple Representative Unions

If completed and timely requests are received for representation from different unions for the same bargaining unit, the District may need to hold more than one (1) election.

If in the first election the teachers will be asked to decide among:

1. Exclusive representation, in which only one (1) union will represent the teachers in collective bargaining;
2. Multiple representation, in which two (2) or more unions will be allowed to represent the teachers in collective bargaining; or
3. No representation, in which teachers decline representation from any union for collective bargaining purposes.

If any choice receives a majority of the ballots submitted, that choice will prevail once the Board has voted to certify the election results.

If the majority of the ballots submitted in the first election select exclusive representation, another election will be held for the proposed bargaining unit to determine which union will represent the unit, if any.

If the majority of the ballots submitted in the first election select multiple representation, another election will be held. If the District has received a completed and timely request for representation by any union, that union will be listed on the ballot as well as an option where a teacher may vote not to be represented by any union. All unions that receive at least 30 percent of the ballots submitted in the second election will be considered representatives of the bargaining unit once the Board votes to certify the election results. All negotiations will be held simultaneously between the District and all representative unions.

If the majority of the ballots submitted in the first election select no representation, the process is complete. A petition requesting another election will not be accepted by the Board for a minimum of one (1) year after the Board voted to certify the results of the previous election.

If none of the choices receive a majority of the ballots cast in the first election, the Board will assume that District teachers are not sufficiently interested in being represented by multiple

unions. The Board will set the date for an election in which the bargaining unit will select a union as an exclusive representative or decide not to be represented by any union.

Conducting the Election for Representation

The Board will approve the ballot language after receiving recommendations from the Superintendent or designee and any union that will appear on the ballot. All ballots will include an option where a teacher may vote not to be represented by any union.

The Superintendent or designee will provide notice of the election in writing, electronically or otherwise, to all teachers in the proposed bargaining unit. In addition, the Superintendent or designee will post notice of the election at the Superintendent's office and in all instructional buildings in the District no less than ten (10) business days prior to the election.

1. The date, hours and place of the election.
2. A copy of Board policies and regulations regarding the election of a teacher representative.
3. A description of the proposed bargaining unit.
4. A sample ballot with "Sample" clearly marked on its face.

The election will be held in one (1) or more polling places reasonably convenient to the teachers voting and at times when the teachers in the proposed bargaining unit may vote without leaving their assigned duties. The election will be conducted by secret ballot. The Superintendent or designee will appoint one (1) or more District employees or other persons who do not belong to the proposed bargaining unit, or to any union listed on the ballot, to check the names off of a list of all teachers in the proposed bargaining unit, distribute and collect the ballots.

The Superintendent and each union seeking recognition will select observers so that there is one (1) observer representing the District and one (1) observer from each union at each polling place during the election. Any observer may challenge a teacher's eligibility to vote. Challenged ballots shall be folded and placed in a sealed envelope with the name of the voter plainly written on the outside. Challenged ballots will not be considered unless the votes could affect the results of the election. If the ballots might affect the results of the election, the challenged ballots will be presented to the Board for a determination.

Ballots will not be tallied until after the posted time for closing the polls, unless all eligible voters have cast their ballots. The ballots will be tallied by the Superintendent or designee in the presence of designated observers from the District and the union(s) listed on the ballot. Tallied 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

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signed by the observers present when the ballots were tallied. The results will remain tentative until the Board votes to certify the results.

Within ten (10) business days after the votes are tallied, any District teacher may file with the Board an objection to the conduct of the election or conduct affecting the results of the election, which shall contain a statement of the reasons for the objection. A copy of the objection will be provided to all members of the Board, as well as the contact person(s) for the union(s) seeking to represent the proposed bargaining unit. The Superintendent or designee will investigate all claims.

Unless the District and the persons objecting to or challenging the ballots agree otherwise, the Board will hold a hearing for all objections received and for all challenged ballots if the challenged ballots might impact the election. If a hearing is held, the contact person(s) for the union(s) seeking recognition and the person(s) filing the objection or challenging the ballots will receive notice of the hearing. The Superintendent or designee, the person(s) who filed the objection and the person(s) challenging the ballots will have an opportunity to present witnesses and arguments. The Board will make a decision within ten (10) business days of the hearing. The Board's decision will be final.

The final results of the election will be presented to the Board after the time for filing objections has expired or the Board has made a decision on all objections and, if necessary, challenged ballots.

Election Results

Unless the District's teachers have decided to allow for multiple unions to represent them, a union will become the bargaining representative if it receives a majority of the votes cast, once the Board has voted to certify the election. The following rules apply to the election results in elections in which employees are asked to select a union to represent the bargaining unit. The rules for the determination of whether the bargaining unit will be represented by multiple unions are addressed in the "Multiple Representative Unions" section of this policy.

An inconclusive election is an election in which the ballot provides for not less than three (3) choices, including at least two (2) unions and an option for no representation, and where no choice received a majority of the ballots cast. When the results of an election are inconclusive, the Board will set a date for a runoff election as described in this policy. Unless otherwise directed by the Board, there will only be one (1) runoff election.

A null election is an election where all choices received an equal number of votes, or where two (2) choices received an equal number of votes and a third choice received a higher, but less-than-majority vote. When this happens, the Board will declare the election a nullity and set another date to run a new election. If the second election results in another nullity, the Board will

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dismiss the petition and a bargaining unit will not be formed. If the second election results are inconclusive, a runoff election will be held.

Where two (2) or more choices receive an equal number of votes, another receives no votes, and all eligible voters have voted, neither a runoff nor a rerun election will be conducted. The Board will vote to certify the election results. Because there is no winning choice, no change is made in current District practices.

Once a final decision is made regarding representation of a bargaining unit, a petition requesting another election will not be accepted by the Board for a minimum of one (1) year after the Board voted to certify the results of the previous election.

Runoff Elections

The ballot in the runoff election shall provide for a selection among 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 this policy. All teachers in the bargaining unit may vote in the runoff election.

Changing Representation

Any teacher in the bargaining unit may request to change the representative(s) of the bargaining unit. The Board will not accept such a petition until a minimum of one (1) year after the Board voted to certify the results of the previous election. A District teacher must submit to the Superintendent or designee the following:

1. The bargaining unit for which representative change is sought.
2. The name of the union seeking recognition and the name, address, e-mail address and telephone numbers of the union's contact person.
3. A petition requesting an election by secret ballot signed by at least 30 percent of the District teachers in the bargaining unit. No signature can be older than six (6) months from the date the petition is submitted to the Superintendent or designee. The petition will be submitted in a sealed envelope separate from the other required information and labeled "Petition."

Once the Superintendent or designee receives such a request, he or she will post notice of receipt of the request in the same location that notices for Board meetings are posted. The notice will set a date no earlier than 20 business days from the first date of posting for teachers interested in

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representation by a different union to submit a request, as detailed in the "Other Interested Unions" section of this policy.

The Superintendent or designee and the contact person(s) for the union(s) seeking recognition will identify a person mutually acceptable to the District and the union(s) to review the petition. The person will not be an agent or representative of either the District or the union(s). The Superintendent or designee will provide the designated person the names of District teachers in the existing bargaining unit. The envelope labeled "Petition" will remain sealed until the person designated opens it to verify that signatures from at least 30 percent of the teachers in the bargaining unit were obtained. The designated person will not disclose the petition, which employees signed the petition, or the number of employees who signed the petition to any person unless required by law. The designated person will notify the Superintendent or designee whether 30 percent of the signatures were obtained, but will not provide additional information unless required by law.

The Superintendent or designee and the person designated to review the petition will have 30 business days to verify that the required information is present. If the information is complete, the Board will set a date for the election to take place.

The ballot will include the existing union(s), the union(s) challenging representation, and an option for a teacher to vote for no union representation. The election will be conducted in accordance with the process detailed in this policy.

Election Expenses

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.

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Adopted:

Revised:

Cross Refs: GBB, Staff Involvement in Decision Making
GBM, Staff Complaints and Grievances
GCBA, Professional Staff Salary Schedules
GCBC, Professional Staff Fringe Benefits

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GCBDA, Professional Staff Short-Term Leaves and Absences
GDDB, Support Staff Fringe Benefits
GDBDA, Support Staff Leaves and Absences
KI, Public Solicitations/Advertising in District Facilities

Legal Refs: Mo. Const. Art I, § 29
§§ 105.500 - .530, 162.301, 432.070, RSMo.
Independence - Nat'l Educ. Ass'n v. Independence Sch. Dist., 223 S.W.3d 131
(2007)
U.S. Const. amend. I

The School District of Springfield, R-XII, Springfield, Missouri