



Riverview Gardens
SCHOOL DISTRICT

**Negotiated Agreement
Between Teachers
and the
Board of Education**

Beginning August 8, 2024

Ending August 8, 2026



Riverview Gardens School District

Negotiated agreement between the Teachers and the Board of Education
beginning August 7, 2024, and ending August 8, 2026

Section 1 Bargaining Procedures

1.1 Bargaining Unit

The bargaining unit shall include all full time Riverview Gardens certified employees. This includes teachers or other similar positions that might be created during the term of this Agreement. This excludes all supervisory and administrative employees such as: principals and also excludes central office administrators.

1.2 Definitions

a. Employee

The term "Employee" shall indicate an Employee or a group of Employees who are members of the bargaining unit represented by the bargaining team.

b. Days

The term "Days" when used in this Agreement shall, except where otherwise indicated, mean working days.

c. District

The term "District" shall indicate the Riverview Gardens School District.

d. Bargaining Team

The term "Bargaining Team" shall indicate the teachers chosen to represent the interest of the teachers.

1.3 Duration

This Agreement, with the exception of salary/wages, shall be in effect from July 1, 2024, to June 30, 2026. 3.1, Salary/Wages item will be open for bargaining for the 2024-2025 agreement, or until modified through collective bargaining. Until a successor Agreement is negotiated, all provisions of the current Agreement including the existing salary schedule shall remain in effect.

Following discussion during the RGSD-RGNEA leadership meetings, either the RGNEA team or the District team can request up to one agreement item to be negotiated each year of the agreement provided the other team agrees, and only if that item was discussed with but not resolved by the RGSD-RGNEA leadership meeting process

Please Note: Policy HA1: All agreements must contain a clause that allows the Board to unilaterally modify the agreement in cases that compromise management rights or the district's ability to make administrative decisions and educational policy decisions, including but not limited to curriculum decisions or in emergency situations such as natural disasters or financial hardships.

1.4 Contractual Amendments

a. Should either the District or the Association want to modify the Agreement during the length of the Agreement either party shall notify the other in writing.

b. Nothing shall compel either party to reopen the Agreement unless a provision shall be deemed unlawful.

c. Any section found to be unlawful shall be bargained. Bargaining on that section shall only commence within fifteen (15) days of the determination that the section(s) is unlawful. Bargaining shall conform the procedures outlined in the Agreement.

d. The bargaining on any amendments is limited to thirty (30) days and shall follow the process for bargaining outlined in the agreement.

1.5 Impasse

In the event that an impasse is reached the District and RGNEA will move to the mediation services of the Federal Mediation and Conciliation Service (FMCS) to resolve the bargain.

1.6 Dissemination of Agreement

Within thirty (30) days after the Agreement is signed, copies of the Agreement shall be made available in print in the office of each building, electronic dissemination by the District, and presented to each Employee and to all future Bargaining Unit Members upon their employment. Costs of the dissemination shall be borne by the District.

1.7 Release Time for Bargaining

When bargaining sessions are conducted during regular work hours, release time shall be provided for the Association's Bargaining Team members with no loss in pay.

Section 2 Association Rights

2.1 Association Release Time

In the event that a member of the executive board of the teacher association (NEA), or their designee who shall be a member of the association, desires to attend local, state, or national conferences, workshops/training, and assemblies related to National Education Association (NEA) affairs, shall be excused for a total of 10 days with compensation (pay) per school year inclusive of Executive Board members only. The association leadership will be provided with an additional ten (10) days of association leave for association business provided the association provides ten (10) days' notice of pending leave and pays the district for these additional days used at the current district substitute rate of pay within fifteen (15) days of the absence.

2.2 Representation on District Committees

a. The bargaining team shall appoint representatives to any District committee whose composition includes Bargaining Unit members.

b. The association president will be notified of the posting of administrative positions. In the development of the interview committee, the association will provide teachers for the interview team equal to at least 25% of the interview team. The interview team will make its written recommendation(s) to the Superintendent. The association president will receive information about the candidate who has been approved by the Special Administrative Board.

The ratio

composition of the interview team will be reflected as follows:

Team of 4-8 members = 2 association representatives

Team of 9-11 members = 3 association representatives

Team of 12-15 members = 4 association representatives

c. The association agrees to maintain the confidential nature of all information shared during the interview process as well as subsequent discussions and recommendations.

2.3 Employee Information

On or before September 15 of each year the District will provide the Association with the names, addresses, and work locations of all Employees.

2.4 Collaborative Process

The District Leaders Forum will be formed annually consisting of up to three (3) RGNEA executive members, which shall include the RGNEA President, and three (3) RGSD Executive Cabinet members, which shall include the Assistant Superintendent of Human Resources. The

focus of this committee shall be to discuss and come to resolution on issues of concern regarding the current agreement or related items. This committee shall meet monthly. The RGNEA and administration may each add one additional cabinet member who is designated as working closely with the issues. The committee should not exceed a total of eight (8) members unless mutually agreed upon 48 hours prior to the meeting. The first item on each agenda will be to address progress on previously discussed matters.

Section 3 Compensation

3.1 Salary/Wages

- a. The wage and salary schedule(s), attached hereto as Appendix B, shall be part of this Agreement. The Salary and Wage Schedule will continue in effect until modified through collective bargaining.
- b. The District will divide the Teacher's contracted salary amount by twenty four (24) and process paychecks on the 5th and 20th of each month. The first paycheck will be processed on August 20th and continue through August 5th for teachers returning to the District for the following school year. Teachers who resign at the end of the school year will receive payment for the balance of the contracted salary, minus any deductions, on the June 20th payroll.
- c. District NJROTC Teacher pay is mandated by the US Navy minimum pay requirements, inclusive of annual salary increases mandated by the Navy. As a result of these salary mandates, District NJROTC Teachers will not be placed on the Teacher Salary Schedule.
- d. Salary changes based on educational transcripts will be processed for teachers who submit original college/university transcripts and Application for Channel Change to the Human Resources by October 30th. Original transcripts and applications received on or before October 30th will be eligible for channel changes retroactive to the first day of the school year. Original transcripts and applications received after October 30th and before March 1st will be eligible for channel change retroactive to the first day of second semester. Original transcripts and applications received after March 1st will result in channel changes for the upcoming school year.
- e. Teachers employed on or prior to the start of the 2nd semester of the 2021-2022 school year will move one step on the Teacher Salary Schedule for the 2022-2023 school year. Teachers who have reached the maximum step on the Teacher Salary Schedule will receive a 5% salary increase for the 2022-2023 school year. If an NJROTC Teacher's minimum pay mandate is less than a 5% increase for the 2022-2023 school year the District will adjust the NJROTC Teacher's salary accordingly.

f. The Teacher Salary Schedule, inclusive of step movement, will not be addressed again until the 2024-2025 school year.

g. For consideration of placement, qualifying credit hours must be graduate level courses related to education and offered through a DESE recognized School of Education at a college or university attended by the Teacher.

Note: Reference Personnel Policy GCBA dated 7/01/2010 which, as of the signing of this agreement, defines horizontal and vertical movement on the salary scale. The policy may be changed, revised or modified by the Riverview Gardens Board.

3.2 Benefits

a. The Riverview Gardens Employee Benefits Committee will be co-chaired by a District appointee and an RGNEA appointee. The composition of the committee shall include retirees, teachers, administrators, and support staff. 50% of the committee members will be appointed by the RGNEA. The major purpose of the committee shall include, but not be limited to, a review of staff needs and comparison of benefits packages in order to make recommendations to the Board.

b. The District and Association will work together to educate staff about insurance coverage. Yearly meetings will be scheduled to review benefits and procedures and to answer employee questions.

c. Medical Insurance—The District will pay 100% of the health insurance premiums for each full time Employee for the duration of this Agreement. Spousal, Child(ren), and Family Plans will be available at the Employee's expense. This group insurance plan will provide for hospitalization, medical-surgical, and major medical coverage.

d. Dental Insurance—The District will pay 100% of the dental insurance premiums for each full time Employee for the duration of this Agreement. Family Plans will be available at the Employee's expense.

e. Vision Insurance—Employee and Family Plans will be available at the Employee's expense for the duration of this Agreement.

f. Life Insurance—The District will provide Life Insurance equal to one year of the Employee's salary, up to \$50,000, for the duration of this Agreement. Additional coverage will be available at the Employee's expense.

g. Termination of Insurance Coverage:

1. A full time Employee who separates employment with the District during the contractual period shall continue to receive District paid insurance benefits through the last day of the month of employment.
2. An Employee who resigns from the District at the end of the contractual year shall continue to receive District paid insurance benefits through June 30th.
3. An Employee who retires from the District shall continue to receive District paid insurance benefits for 90 days past the natural expiration of coverage.

3.3 Extra Curricular Compensation

The Riverview Gardens Extra Curricular Activities Committee will be composed of three subcommittees: elementary, middle school, and high school with teacher and administrator representatives at each of these levels. The committee will review extracurricular programs and compensation and make annual recommendations to the Board by August 1st. **Extra duty contracts will be dispersed once recommendations have been approved by the School Board. Subsequent extra duty contracts shall be approved at each appropriate board meeting until all positions are filled.**

Section 4 Employee Rights

4.1 Association Representation Concerning Disciplinary Action

a. School district administration has the right to meet with an employee, upon request to discuss work procedures without the presence of an association representative. School district employees have the right to have an association representative present when meeting with school district administrators where the employee may face or lead to any actions or memorandums associated with the Employee's discipline including but not limited to transfer, being placed on an EIP, administrative leave, suspension or dismissal. In all meetings dealing with any items or memorandums associated with the Employee's discipline, transfer, being placed on an EIP, suspension, or dismissal, the Employee shall receive written communication two (2) contract days in advance of the nature/purpose of the meeting. Should an administrator include others at a meeting with an employee (i.e., the appropriate administrator(s), other employees, etc.), the administrator shall inform the employee of their attendance prior to the meeting. Provided the issue to be discussed does not involve the safety or security of District students, personnel or property, two (2) contract days will be given to

arrange for an Association Representative. If the representation of the teacher's choosing is not available, the meeting will be rescheduled at a mutually agreeable time pursuant to section 4.1b.

Notice Concerning Representation:

b. All parties will have 48-hour prior notice, to arrange representation, when it is desired or necessitated, for a meeting where an employee may face disciplinary action or be placed on a EIP. If the employee does not appear at the scheduled meeting a second meeting will be scheduled with 24-hour prior notice. If the employee does not show for the second scheduled meeting the administrator will be allowed to conduct the meeting without additional notice provided.

Reminder: Board approved in January, 2013.

4.2 Due Process Procedure

a. Employees will be afforded due process. Whenever an Employee is required to appear before an administrator, supervisor, the Board or any members thereof, concerning disciplinary action (suspension, with or without pay; administrative leave, and termination), he/she will be given prior written notice of the meeting together with the purpose of the meeting together with the purpose of the meeting and the invited participants. The Employee will have the opportunity to respond to the circumstances relating to the disciplinary action. The Employee will be entitled to have a representative of the Association present to represent him/her during such an appearance. When a request for Association representation is made, no action shall be taken with respect to the Employee until the representative of the Association is present, provided such representation is timely. The District's decision regarding disciplinary action will be provided in writing to the Employee.

b. The District reserves the right to administer disciplinary action without Association representation where the consideration of normal District operations and/or health and safety of any Employee/student might be affected. In the event such action is necessary, the District will notify the Association of actions taken. In such cases, the Employee will provide the District with a written statement detailing the incident in question within 24 hours.

c. Only a complaint brought to the attention of the Employee may be used as the basis of disciplinary action. Employees are to be made aware of complaints within five (5) days of the administrator's knowledge of the complaint.

d. Any disciplinary action taken against a Tenured Employee shall be in accordance with the procedures set forth in the Missouri 'Teacher Tenure Act' providing such Employee is covered

by the Act. If suspended or placed on administrative leave, employees shall continue to receive pay until the Board renders its decision.

4.3 Personnel Records

a. It is the intent of the District to maintain complete and current personnel files for all Employees. There shall be one personnel file for the District which will be maintained in the Human Resources Department. This file will be considered confidential information and will only be available to authorized administrative personnel, the Special Administrative Board and to the Employee. Employees have the right to schedule an appointment during regular working hours to review his/her personnel file, with the exception of the confidential section, in the presence of the appropriate administrative official.

b. Upon request, a copy of any documents that are not part of the confidential section shall be afforded the Employee. Only one such copy shall be at District expense.

c. Non-confidential complaints or letters of reprimand will not be filed in the Employee's personnel file until the Employee is given an opportunity to review the information and comment thereon. The Employee will have the right to request a copy and append a reply to the statement, which will also be included in the personnel file.

d. Any material regarding a grievance filed by an Employee will not be included within the Employee's personnel file.

e. Any material mutually determined by the District and the Employee to be inappropriate or invalid shall be removed from the Employee's personnel file.

Section 5 Working Conditions

5.1 Duty-Free Lunch

All Employees shall have a duty free lunch period of no less than thirty (30) contiguous minutes. The District agrees not to schedule meetings or conferences which require the Employee's attendance during the Employee's lunch period.

5.2 Planning Time

Teachers will be provided a minimum of 250 minutes, to be used for professional or educational purposes, in which the employer agrees not to schedule meetings or conferences that require the Employee's attendance. One weekly 45 minute period will be used by the principal to work as collaborative teams.

*Note: In the event of IEP meetings, parent conferences, or discipline crisis conferences require the teacher's attendance, they should be scheduled with consideration of teacher input and planning needs.

5.2a Late Start Wednesday

Staff may propose an agenda for one (1) Late Start Wednesday meeting a month (up to ten (10) times per year) for the purpose of team planning, data analysis or other issues pertinent to student success or school systems.

The request must be submitted to the principal for review and recommendation for approval five (5) days prior to the meeting. The building principal will give final approval of proposed agenda(s) no later than three (3) days prior to the meeting.

5.2b End of Quarter Grading Time

At the end of each quarter, after the grading window is open in SIS-K, teachers will be allowed 105 minutes of time devoted to the completion of Report Cards. Each administrator will allow one Late Start Wednesday (60 minutes) and one collaborative/data team meeting (45 minutes) for the sole purpose of completing required report card documentation. In fourth quarter administrators will allow two collaborative/data team meetings (90 minutes total) for the sole purpose of completing required grade reporting documentation.

Notice Concerning High School Grade Reporting: The above grade reporting time will be allowed for High School staff during first and third quarters when finals are not administered. The finals schedule used during second and fourth quarters allows adequate time for completing report card documentation.

5.3 Work Year

The work year shall not exceed 176 student attendance days and 10 workshop/professional development days for the 2024-2025 school year. The work year for teachers shall not exceed 188 days.

5.4 Work Day

The length of the workday for all Employees shall not exceed 7 hours and 30 minutes, which shall include a duty-free lunch period of at least thirty (30) minutes per day and a minimum of

thirty (30) continuous minutes of planning time. Any changes to the contractual time obligations of teachers shall be the result of a formal negotiation process between the District and the RGNEA and in compliance with DESE mandates.

5.5 Calendar

The district calendar will be developed by a District committee which shall include administrators and members of the Association (NEA) to recommend for SAB approval. The committee shall be chaired by the Assistant Superintendent of Human Resources and include on RGNEA appointed member, a minimum of three (3) additional administrators and a minimum of three (3) additional teachers representing different teaching levels (e.g. one elementary, one middle school and one high school teacher).

5.6 Class Size/Work Load/Case Load

Individual teachers shall have class sizes that are at or below the DESE maximum standards. If class sizes exceed the maximum an additional section of the grade level/course may be added, or a full time teacher's assistant may be assigned to assist the teacher. Short term alternatives to address class size will also be explored. The Assistant Superintendent of Human Resources will provide the short term resolution to the principal and teacher in writing within ten (10) working days of the class size standard being exceeded.

5.7 Substitute Coverage

The District wishes to discourage extensive usage of any regular teacher in a substitute capacity. However, in cases of emergency, this practice will be used. A teacher who substitutes for another teacher during his or her plan time or lunch break will be paid at the rate of \$35.00 per hour by submitting a time and effort sheet (Appendix B). The principal or principal designee will initially request teacher volunteers. However, in the event no one volunteers to cover the class, the principal or principal designee will assign a person to cover the class utilizing an alphabetical rotating list. If a class is divided or combined with other classes, the affected teacher(s) will equally divide the regular daily pay rate for a substitute teacher by submitting a time and effort sheet.

5.8 Transfers

a. Teachers wishing to transfer from their position location for the next school year will submit a completed Transfer Request Form to the Human Resources Office during the window, March 15 through April 15th of the current school year for posted vacancies.

b. There shall be a written job description for each position listed as a vacancy

c. Internal candidate's applications shall be considered before an external candidate

d. All teachers who have a transfer request on file on or before the April 15th transfer request date will be considered for vacancies that occur to and following five (5) days (business days)

after the last teacher work day of the current school year. The vacancies must be at the requested locations.

e. Any positions/ vacancies submitted beyond the **ten (10)** days following the current teaching staff's last work day are not considered for transfer.

f. Within (10) workdays after the expiration of the posting period, **Human Resources** shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be notified in writing.

g. Open positions are posted after each Board meeting and internal candidates will be considered through ten (10) business days following the current teaching staff's last work day for transfer.

h. After the initial posting, qualified teachers may request a transfer, in writing, to a specific grade level/assignment and building, Teachers who request a transfer by June 1 will be granted an interview within these guidelines.

i. Teachers will be given interviews for up to five requests, but no more than two interviews per building, between January and June; principals may request more than two interviews of the same person if necessary. Other requests and other interviews may be considered throughout the year.

5.9 After School Staff Meetings

a. Flexibility in scheduling afterschool meetings is important. Principals may schedule up to 1 weekly mandatory 60 minutes staff meeting as needed. Meetings will be scheduled at the beginning of the school year and changed, only when there are unexpected or emergency situations. Attendance at any additional staff meetings, or beyond 60 minutes, shall be voluntary. Notes will be shared after each meeting with the school staff. At the request of the RGNEA, the district will provide data for them to determine the effectiveness of the afterschool meetings.

When data is collected by the District and/or RGNEA and it is revealed there is a lack of relevancy and efficacy for every subject and grade level, the issues will be addressed during the monthly collaborative between the District and the RGNEA to determine the next course of action.

b. School and community partnerships are essential for student success and community confidence. In order to build bridges between stakeholders, teachers will be required to attend a Meet the Teacher Night and an Open House during the first quarter of school. Meet the Teacher Night will not exceed 2 hours. Notification of the dates for Meet the Teacher Night and Open House will be provided to staff in their start of school materials.

c. Each teacher will attend three events during non-contracted time per semester as needed. These include Meet the Teacher Night and Open House. Teacher participation at the events will not exceed 2 hours. Teacher attendance at any event outside of the three mandatory events per semester will be on a volunteer basis only.

d. The dates for these meetings and events (described in Sections a, b, and c) will be included on the school calendar and provided to teachers no later than the first day of student attendance.

e. Traveling Teachers:

1. Traveling teachers are defined as full time certified teachers that are assigned to more than one school building.
2. Traveling teachers will alternate attendance at Late Start Wednesday meeting each week. The building principals will collaboratively create a schedule of attendance at the beginning of each school year. Districtwide departmental meetings will be included within this schedule.
3. Traveling teachers will create a schedule of attendance at mandatory monthly faculty meetings alternating between buildings each month. This schedule is to be based upon the faculty meeting schedules provided by each principal at the beginning of the school year. Building principals will provide a summary of items covered at each missed faculty meeting to the traveling teacher within three working days.
4. Traveling teachers will attend one event during non-contracted timer per quarter. In collaboration with each principal, they will create a schedule of events not to exceed four required events each year.

5.10 Summer School

The District will first offer employment to qualified full or part-time District Employees who have applied for positions in programs conducted by the District during the summer before posting positions to outside applicants.

5. 11 Work Environment

The District will provide a working environment that meets the requirements of all state and federal laws and regulations regarding safety and health. An Employee who feels that the physical condition of their work environment is not safe should notify their supervisor in writing. The supervisor, upon learning of the safety concern, will conduct an investigation with the Director of Facilities to determine whether or not the concern is valid. If validity is determined the supervisor and Director of Facilities will determine a financially feasible solution. Communication regarding the process for responding and/or action(s) taken will be communicated to the Employee within five (5) days. Serious safety issues impacting the safety

and well being of students and staff will be reported to the Director of Facilities for immediate action.

5.12 Timely Notification

- a. Building administrators will provide five (5) days advance notice to Teachers for any scheduled deadlines that require the submission of written documentation outside District standard requirements such as lesson or unit plans and progress monitoring data. In the event that documentation is required with less than five (5) days' notice, an explanation will be provided upon RGNEA request.

b. Teachers are required to write weekly lesson plans, for all subjects, using the district's approved lesson plan tool. Lesson plans must be completed 3 days in advance, shared online with the building Principal, and all appropriate personnel, and posted outside of the classroom door, on the day of the lesson.

c. The classroom teacher will collaborate with the related arts teachers and support staff to provide support during the intervention block using the district-provided resources.

5.13 Certification

It is the teacher's responsibility to maintain the required DESE certification for their assignment in accordance with State law and teaching contracts. The Human Resources department will continue to notify teachers when their certification is about to expire and provide them with a link to the DESE's Certification page. The Certification link will also be added to the Human Resources page on the district website.

5.14 Resignation of Contract

- a. Resignations become effective at the end of the school year in which they are submitted.
- b. After contracts are issued for the upcoming school year, tenured teachers have until June 1st to notify the District of a resignation for the upcoming school year.
- c. Requests for contract release will be presented to the Special Administrative Board on an individual basis for hardship circumstances.

d. Probationary teachers will have 15 days, after signing their contract, to break it without penalty according to the State Statute 168.

Note: Reference Personnel Policy GCPB: Resignation of Professional Staff Members dated 2/09/2021 which outlines resignation guidelines for employees with contracts. The policy may be changed, revised, or modified by the Special Administrative Board

5.15 Teacher Work Day

A Teacher Work Day is a work day defined as a student free work day and not a professional development day for teachers. The purpose of this day is for the teachers to have the autonomy to set their own work goals and prioritize their completion on this day. No meetings shall be scheduled by building or district-level leadership where teacher attendance is either required or encouraged. The building or district-level leadership may call a meeting on a Teacher Work Day only in the event of an emergency.

Section 6 Employee Evaluation

6.1 Educator Evaluation

a. The District will implement the Missouri Educator Evaluation System (MEES) developed by the Department of Elementary and Secondary Education (DESE). All Employee evaluations will be in compliance with and follow timelines set forth within the MEES program. The District will adhere to the timelines established by DESE.

b. The District will select Performance Indicators for all Employees. Employees will be notified of selected indicators at the beginning of the school year. If an Employee has received a score of 6 or 7 on District selected indicators and Partial Attainment or Acceptable Attainment rating on the Student Growth Chart for two consecutive years on the Summative Evaluation, the Employee may substitute an alternative performance indicator as agreed upon by the Employee and principal.

c. The teacher and evaluating administrator shall conduct an initial assessment of identified indicators and set a baseline score for each identified indicator. During this time the evaluating administrator and teacher shall also develop an Educator Growth Plan based on the opportunities for growth and the baseline scores, that includes the practice and application of new knowledge and skills.

d. Building administrators will facilitate training for teachers annually on accessing evaluation timelines and documents in the *TalentEd Perform* software system if utilized by the district to implement MEES. If changes are made to the system employees will receive written

communication detailing the changes. If substantial changes are made building administrators will facilitate an additional training session.

e. No more than 15% of any teacher's summative evaluation may be determined by student growth data for the 2024-2026 school year.

f. Teacher Evaluation Cycle—All teachers will be evaluated each year until full accreditation is achieved. At that time, the District and RGNEA will establish an evaluation cycle through the collective bargaining process.

g. Traveling teachers will be assigned one principal to be the lead evaluator for each school year. However, both principals will collaboratively present the summative evaluation.

Note: This proposed language has been submitted to the policy committee for review and Board approval. If this language is approved by the Riverview Gardens School Board, this agreement will be amended to reflect the policy (GCN) change.

Teacher Evaluation Cycle- All Probationary teachers will be evaluated each year until full tenure is achieved. Tenure Teachers will be evaluated every 2 years who scored a level of proficiency or higher on their evaluation in the prior evaluation and are not on an Education Improvement Plan. All teachers will submit a growth plan each year.

6.2 Educator Improvement Plans

a. In accordance with MEES the District will utilize Educator Improvement Plans (EIP) to address educator performance concerns.

b. The following process will be utilized when implementing an EIP:

1. The Employee will be provided feedback from the Administrator regarding the observed performance concern(s) within five (5) days of the observation (scheduled or unscheduled).

2. The Employee will be provided with ten (10) days to demonstrate improved performance in the area(s) of noted concern(s). At such time the Administrator will provide feedback to the Employee regarding continued area(s) of observed performance concern(s).

3. The Administrator will provide 48-hour prior notice of the scheduled EIP Initial Conference. The Employee may obtain Association Representation if they choose to do so. If the employee does not appear at the scheduled meeting a second meeting will be

scheduled with 24-hour prior notice. If the employee does not show for the second scheduled meeting the administrator will be allowed to conduct the meeting without additional notice provided.

4. The Administrator will implement the MEES process for EIP by conducting a collaborative Initial Conference with the Employee to complete the plan as outlined.

5. If an Employee is recommended to have more than two (2) EIP plans activated due to observed performance concern(s) the Administrator must receive prior approval from the Assistant Superintendent of Human Resources or their designee.

Section 7 Discipline

7.1 Discipline (student)

a. The district and or the building leadership will provide training in the usage of the SISK .12 program or any online discipline based platform adopted by the district for student disciplinary infractions.

b. The district will ensure that administrators are providing teachers with disciplinary guidelines involving student consequences for violations of district rules and policies.

c. The district will monitor disciplinary infractions at each building level through the use of SISK .12 or any online discipline based platform adopted by the district.

d. The District will provide PD to staff in the area of classroom management.

e. Teachers shall submit referrals in the district's online platform within 24 hours for violations of district disciplinary guidelines in compliance with the District's Behavior Guide and Discipline Procedures.

f. Teacher will notify the building administrator when a referral is submitted following the building disciplinary process.

g. Outcomes or updates for referrals will be determined and/or communicated within two (2) workdays of receipt.

h. The District will enforce the Discipline Guide as adopted by the Board of Education.

i. The District will continue collaboration with community partners to provide resources to assist with behavior and discipline issues. The focus of these collaborations will remain on providing counseling, and mental health services for students.

The Riverview Gardens discipline committee will have representation from the Elementary, Middle School, and High School with RGNEA and administrator representatives from each of these levels. The committee will review the Behavior Guide and Discipline Procedures handbook and make annual recommendations to the board by the first board meeting in August. The Behavior Guide and Discipline Procedures handbook will be available on RGSD’s website and will be available in each of the school’s front offices.

Section 8 Grievance Procedure

8.1 Definitions

8.1.1 Days—Calendar days, whether occurring during the regular school year or during the summer, but excluding: weekends; district-designated holidays (whether on the original school calendar or designated thereafter); winter and spring breaks and other Board-designated breaks; and closings due to inclement weather, illness, natural disaster, or other emergencies.

8.1.2 Grievance—An allegation by an individual employee that a collective bargaining agreement or a specific, written, Board-adopted policy or regulation has been violated or misinterpreted. A grievance does not include concerns regarding performance evaluations or remedial documents, nonrenewal of contracts, employee discipline, reduction in force or termination. This procedure does not apply if a Board policy or regulation or state or federal law provides due process, a hearing or a different method for addressing the issue.

8.1.3 Grievant—A district Employee who has filed a grievance.

8.1.4 Performance Evaluations or Remedial Documents—Any assessment of Employee performance including, but not limited to notice of deficiencies, job targets, professional development plans and educator improvement plans.

8.2 Grievance Process

8.2.1 Grievances must be filed within ten days of the occurrence that is the basis of the grievance. The grievance must be in writing, on the forms provided by the district, and include a copy of the provision of the collective bargaining agreement, policy or regulation alleged to be violated or misinterpreted, as well as a statement of the relief requested.

8.2.2 Grievances will be processed according to the step-by-step process outlined below, with the following exceptions. If a person designated to hear a grievance is the subject of the grievance, the grievance process will begin at the next highest step. If a grievance is directly based on official Board action, the grievance shall be directed to the Board secretary. The grievance may be heard by the Board at the sole discretion of the Board.

8.2.3 No new information may be added and no new claims may be made after Step 1. Each subsequent appeal will address only the facts and issues presented at Step 1.

8.2.4 The deadlines established under this policy may be extended upon the written request of the grievant or the supervisor, but the final decision regarding any extension shall be made by the superintendent at his or her sole discretion. Investigation and reporting deadlines will be extended when more time is necessary to adequately conduct an investigation and to render a decision. The grievant will be notified when deadlines are extended.

8.2.5 Failure of the grievant to appeal within the timelines given will be considered acceptance of the findings and remedial action taken. The district will not consider late appeals.

8.2.6 Once a decision is rendered under this grievance process, the decision is final. Grievance decisions cannot be the subject of a new grievance.

8.2.7 Because the point of a grievance is to provide resolution outside the court system, an employee is not entitled to bring an attorney to grievance proceedings. Once an attorney becomes involved in the process, the superintendent or designee will refer the matter to the district's private attorney and the grievance process will end.

8.3 Step 1 Immediate Supervisor

8.3.1 Employees are encouraged to informally notify their immediate supervisor of a grievance. If the issue is not resolved, the employee should submit a written grievance, on forms provided by the district, to the immediate supervisor. The written grievance must clearly indicate that it is a grievance and specify which provision(s) of policy, regulation or collective bargaining agreement were allegedly violated.

8.3.2 Within ten days of receiving the written grievance, the immediate supervisor will investigate the matter and render a decision in writing. A copy of the decision will be provided to the grievant.

8.4 Step 2 Principal or Designee

This step may be omitted if the principal or designee serves as the immediate supervisor at Step 1 or if the employee's supervisor is not under the direct supervision of a principal.

8.4.1 Within five days after receiving the decision at Step 1, or if no decision has been rendered within the Step 1 timeframe, the grievant may appeal the decision in writing, using forms provided by the district, to the principal or designee. The appeal must clearly state why the previous decision is erroneous.

8.4.2 The principal or designee will, within ten days of receipt of the appeal, review the investigation and render a decision in writing to the grievant and the grievant's immediate supervisor.

8.5 Step 3 Superintendent or Designee

8.5.1 Within five days after receiving the decision at Step 2, or if no decision has been rendered within the Step 2 timeframe, the grievant may appeal the decision in writing, using forms provided by the district, to the superintendent or designee. The appeal must clearly state why the previous decision is erroneous.

8.5.2 The superintendent or designee will, within ten days of receipt of the appeal, review the investigation and render a decision in writing to the grievant, the principal or designee and the grievant's immediate supervisor.

8.6 Step 4 School Board or Board Committee

Within five days after receiving the decision at Step 3, or if no decision has been rendered within the Step 3 timeframe, the grievant may appeal the decision in writing, using forms provided by the district, to the Board of Education. The Board of Education, at its sole discretion, may decide to hear the grievance. The Board will provide written notification of their decision to the grievant within ten (10) days.

8.7 Documentation

A grievant will receive a written response or report regarding his or her grievance, but the grievant and persons investigated in the course of the grievance are not entitled to view or receive copies of the investigation file or notes taken during the investigation, unless required by law. In addition, the grievant and others investigated in the course of the grievance are not entitled to information about disciplinary action that other employees may receive as a result of the grievance.

Section 9 Employee Leave

9.1 Annual Leave

Teachers will be given one annual leave day at the beginning of each semester. On the first day of the Teacher Contract one day will be added to the Teacher's annual leave bank. On the 5th day of January, one day will be added to the Teacher's annual leave bank. The remaining eight

days of annual leave will be accrued on a monthly basis to a total of ten (10) annual leave days per contract year which are cumulative up to one hundred (100) leave days.

9.2 Annual Leave Award for Retirement

Accrued Annual Leave Redemption – In order to be eligible for an accrued annual leave redemption upon retirement, professional staff members must apply for the benefit in writing to the assistant superintendent of human resources no later than February 1. Additionally, professional staff members must provide verification of PSRS retirement eligibility and meet the following requirements:

- a. Be continuously employed by the district in a full-time position for five or more years;
and
- b. Be full-time in the final year prior to employment.

Employees in full-time professional positions, upon retirement from the district and verification of PSRS retirement eligibility, will receive the following accrued annual leave redemption:

1-20 days	50% substitute rate	\$70.00
21-40 days	75% substitute rate	\$105.00
41-60 days	100% substitute rate	\$140.00

9.3 Bereavement

Bereavement Leave – When a death occurs in an employee’s immediate family, the employee may take up to five days of leave to attend the funeral or make funeral arrangements. Two days will be deducted from the employee's annual leave. No deduction from annual leave will be made for three days. Additional time may be granted at the discretion of the superintendent; however, additional time will be deducted from annual leave or an appropriate salary deduction will be made. Employees may use annual leave without loss of pay for the time necessary to attend funeral services of non-immediate family members and/or friends. The maximum time allowed for funerals will be one day, which will be charged to sick leave. The district may require verification of the need for the leave. ("Immediate family" is previously defined in this section, #1.b. – Sick Leave.)

9.4 Perfect Attendance

Teachers will be awarded a \$200 bonus for each semester of perfect attendance. The perfect attendance bonus will be paid within 2 pay cycles after the 2nd and 4th quarters end. Jury duty will not affect a Teacher's eligibility for the perfect attendance bonus.

Memorandum of Understanding (MOU)

Lesson Plans:

The Central Services Staff and RGNEA will collaborate in their monthly Collaborative Meetings to make writing lesson plans for K-12 teachers more efficient. Such options include but are not limited to the lesson plan template found on the RGSD website and lesson plans with a drop-down menu.

The Central Services Staff will keep RGNEA abreast and provide opportunities for input to the Curriculum & Instruction Department via monthly Collaborative Meetings while developing lesson plan templates specifically designed for elementary, middle school, and high school that work best for each grade level and meet the needs of the district's goals to move towards full accreditation.

End of Quarter Grading:

The Central Services Staff and RGNEA will work together during their monthly Collaborative Meetings to provide extra time, when possible, during the week Progress Reports and End of Quarter grades are due for teachers to work on grades.

TEACHER'S BARGAINING TEAM

Valerie [Signature]
Chairperson Bargaining Team

Tuanna Seab, Ed.D.
Bargaining Team Member NEA

Elizabeth R. Smith, Ed.D.
Bargaining Team Member NEA

Stephanie Engelmeier
Bargaining Team Member NEA

Kimberly Aney
Bargaining Team Member NEA

SPECIAL ADMINISTRATIVE BOARD

Niketa L. Coleman
SAB President

Wanda Lane
SAB Member

Shaferese Gilch
SAB Member

[Signature]
Superintendent

[Signature]
Chairperson District Bargaining

6/25/2024
Date Signed

6/25/2024
Date Signed

Appendix A

Bargaining Ground Rules

Riverview Gardens full time certified employees of the Riverview Gardens National Education Associati (RGNEA) bargaining unit & Riverview Gardens School District ("District") mutually agree to the following ground rules governing negotiations:

a. The District and the Association agree to bargain in good faith on any matter subject related to the terms and conditions of this Agreement. To ensure good faith bargaining, the District negotiation team and the Association negotiation team have decision-making authority to negotiate on behalf of their respective constituencies at the table. The negotiation teams shall have the authority to reach tentative agreement on proposals submitted for negotiations.

b. Each party shall name its own negotiating team.

c. All proposals shall be in writing and all tentative agreements shall be reduced to writing, initialed and dated by the chief negotiators for each team at the session in which a tentative agreement is reached. Teams may mutually agree to reopen previous tentative agreed upon proposals. Each side agrees to submit a written response to all submitted proposals. At the conclusion of each session, both sides will mutually agree on a summary progress report and agenda items for the next session.

d. The best interests of the students will be the objective for any and all agreements made. All discussions shall be conducted in an atmosphere of mutual respect for the process, the individuals and the opinions expressed. Out of mutual respect and common courtesy, the parties agree to eliminate side talking and agree that only one person will talk at a time. The parties agree to devote their time and attention to the negotiation process in each session.

e. The District agrees not to bargain with any other employee organization or individual who is part of the bargaining unit on any matter subject to bargaining or the terms and conditions of this Agreement.

f. Both parties shall furnish each other, upon request, available information pertinent to the issue(s) under consideration.

g. Suggested modifications to the text of proposals/counter-proposals/responses will be presented in written form, using bold (dddd) text

for additions and strike-through (dddd) for deletions.

h. During the negotiation meetings, each negotiating team is free to caucus as needed. Each team will be provided a private space in which to caucus.

i. All tentative agreements shall be dated and initialed by the team leader for each party. The entire contents of a tentative agreement are subject to either acceptance or rejection by the Board of Education on behalf of the District and by majority vote of the Association members, within the prescribed bargaining unit, on behalf of the Association.

j. Negotiation meetings will take place at rotating locations between Riverview Gardens School District Central Office and Missouri National Education Association St. Louis office, until a tentative agreement is reached. Negotiation session dates and times will be set by the parties prior to concluding a session. The respective parties will designate a contact person in the event a session needs to be cancelled, postponed or moved. The teams will make the-most-efficient use of time between sessions by utilizing digital communications in order to seek clarification on issues between scheduled sessions, that may include exchanging proposals.

k. When a tentative Agreement is reached it shall be reduced to writing as the Agreement and submitted to the Association and the Board of Education for approval.

This Agreement, upon ratification by the Association and approval by the District shall be official. A signature page of the Association President, Association Bargaining Team Members, Board of Education President, and Board of Education Team Members shall be part of this Agreement.