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**Ritenour National Education Association**

**Teachers**

**Policy Statement  
of the  
Ritenour School District  
Board of Education**

**In Relation to Working Conditions for Teachers  
2021-2022 through 2023-2024**

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**AGREEMENT**

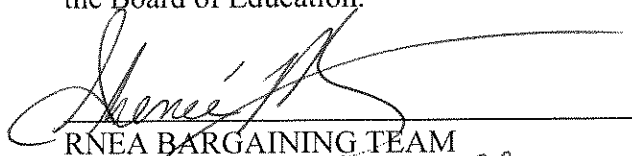
**ARTICLE I**

**INTRODUCTION**

The following articles have been agreed upon between the duly designated representatives of the Board of Education of the Ritenour School District (Board) and representatives of the Ritenour National Education Association (RNEA), the designated bargaining representatives of regular full and part-time professional teaching employees of the District, as set forth below in Article II, Paragraph 3. The undersigned hereby submit these agreed articles to the Board of Education as a joint resolution and recommend its adoption.

The purpose of the Agreement is to set forth certain terms and conditions of employment that have been mutually agreed upon between the Board and the RNEA. The Agreement is construed to include the following articles of the Salary and Professional Welfare Discussions/Collective Bargaining report to the Board of Education dated April 8, 2021. Board of Education Policy is expressly not included or affected unless specified in the Agreement.

All terms of the Agreement shall become effective upon ratification by the RNEA and approval of the Board of Education.

  
RNEA BARGAINING TEAM

  
RITENOUR BARGAINING TEAM

  
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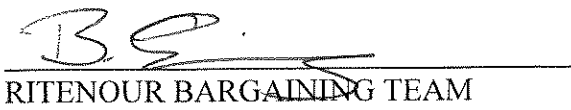
  
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April 28, 2021  
DATE OF SIGNING

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## ARTICLE II

### RECOGNITION

1. The Superintendent is recognized as the chief executive officer of the District. The Superintendent and other members of the administrative team maintain the executive and administrative duties and responsibilities necessary for carrying out Board policies.
2. The RNEA recognizes that the Ritenour Board of Education is a locally elected body charged with the establishment of policy of public education in the District and is the employer of all personnel of the school system under state law. The RNEA recognizes that the Board has sole and exclusive responsibility for the management and operations of the schools. The Board recognizes that it must operate in accordance with all statutory provisions of the state, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. Subject to the authority of the District's administration to implement the Board's policies, rules and regulations and to manage and operation the day-to-day affairs of the District, the Board cannot reduce, negotiate, or delegate its legal responsibilities.
3. By virtue of satisfactory evidence presented to the Board that the RNEA does represent a majority of the professional teaching staff in the District, the Board recognizes the RNEA as the sole and exclusive bargaining representative for the term of this Agreement unless and until it is presented with evidence that the RNEA no longer represents a majority of such teachers. The RNEA represents all full-time and regularly employed part-time certified teachers, counselors and librarians who are paid on the teacher salary schedule, but not any other employee of the District, including, without limitation, supervisors, administrators, social workers and substitute teachers.
4. The RNEA and the District believe that a continuing, collaborative negotiations process is in the best interest of both parties.
5. Both parties shall furnish each other, upon reasonable request, available information pertinent to the issue(s) under consideration; provided, however, that this shall not obligate the District to furnish to the RNEA closed records.
6. The tentative agreement shall contain the length of the agreement and a signature page of the RNEA team members and administrative team members and then be presented to the RNEA membership for ratification and if approved, to the Board for acceptance or rejection.
7. The RNEA and the administrative team agree to meet prior to the expiration of the current agreement to attempt to negotiate a successor agreement.

## **ARTICLE III**

### **RIGHTS OF THE RITENOUR NATIONAL EDUCATION ASSOCIATION**

1. Representatives of the RNEA shall be permitted to transact business on school property during non-working hours, provided this action shall not conflict with anyone's duties or involve students in any manner and is in compliance with Board Policy KG, Community Use of School Facilities and current District practice. The transaction of business shall not violate professional standards of discretion in interaction with colleagues or members of the community.
2. The RNEA shall have the right of displaying reasonable and appropriate organization materials in the "faculty workroom" of each building at a place to be designated by the building administrator.
3. The RNEA shall have the right to use District equipment including computers, fax, voice mail and email in accordance with Board Policy EHB, Technology Usage.
4. The RNEA shall have the right, which shall be subject to the District's approval, not to be unreasonably withheld, and shall not interfere with the District's use, to insert reasonable and appropriate organization materials in the members' mailboxes. Any material distributed in the mailboxes must clearly identify the RNEA.
5. No reprisals of any kind shall be taken against any member for participating in the lawful activities of the RNEA provided such activities shall not conflict with anyone's duties or involve students in any manner. The transaction of RNEA activities shall not violate professional standards of discretion in interaction with colleagues or members of the community.
6. RNEA members shall have the right of annual payroll deduction of organizational dues and PAC contributions. Procedures for such deductions will be developed and discussed between the Ritenour Chief Financial Officer (CFO) and the RNEA representative on a bi-annual basis. The initial payroll deduction form will serve as authorization for dues and PAC contributions.
7. A minimum of one member selected by the RNEA shall have the opportunity to serve on District wide committees related to curriculum, instruction, calendar, insurance and other benefits.
8. The District will cooperate in providing release time for the president of the organization representing the teachers, if requested by the president. The president will be relieved from regular duties up to ten days per school year, not to exceed two days per month. The teacher organization will reimburse the District for the cost of the substitute teacher for these days.
9. The RNEA shall be provided access to every new teacher during their orientation for the purpose of providing them with NEA information.

## ARTICLE IV COMPENSATION

1. The District will use an indexed schedule with a starting salary of \$43,120 beginning with the 2021-2022 school year. During the 2021-2022 school year, all teachers will advance one step on the schedule where there is a step to advance. The 2021-22 salary schedule is attached.
2. The District is committed to providing adequate coverage during teacher absences. The district will provide annual training for new and returning substitutes.

District building administrators will work to identify an optimal solution for providing a continuance of instruction when a teacher is absent and a substitute is not available for a recorded absence. When a substitute or other coverage is not available, the following steps will be taken in this order:

- Asking for teacher volunteers to cover another teacher's classroom or have additional students sent to their classroom for additional compensation
- Assigning teachers to cover or have additional students sent to their classroom for additional compensation

Teachers will be compensated \$15 per period when covering another teacher's classroom. When students are split up between other classrooms, the teachers in those classrooms will evenly split the \$15 rate per period or a daily rate of \$105. Teachers will be responsible for following building procedures to document coverage. Teachers covering as a replacement of duty will not be compensated.

When the district increases the substitute teacher rate, the teacher compensation rate for substituting will be adjusted effective the same school year.

- The formula for calculating the teacher compensation rate per hour for substitute teaching is as follows: the daily substitute teacher rate + FICA + Medicare divided by (1 + the PSRS + Medicare), rounded to the nearest multiple of 7 and then divided by 7 (7 represents the number of learning periods in a school day). For example, the new daily substitute teaching rate is  $\$115 + \$7.13 \text{ (FICA 6.2\%)} + \$1.67 \text{ (Medicare 1.45\%)} = \$123.80$  divided by  $[1 + 14.5\% \text{ (PSRS)} + 1.45\% \text{ (Medicare)} = 1.1595] = \$106.77$  rounded to \$105 divided by 7 periods in the day = \$15 per period.
3. Teachers with perfect attendance during a school year will have the choice between being granted five additional days of accumulated sick leave or receiving a one-time yearly incentive of \$300. A teacher with perfect attendance during a school year who has already accumulated 180 days of sick leave will receive the annual incentive of \$300. For purposes of this incentive, absences charged to bereavement, jury duty, or school business are not counted against perfect attendance.

4. Upon retirement from the District, a teacher will be compensated for remaining accumulated days in their sick-leave bank at the following rates:
  - The first 1-100 days will be paid at \$5/hour
  - The next 50 days will be paid at \$8/hour for days >100-150
  - The last 30 days will be paid at \$10/hour for days >150-180

The compensation is figured at 7.5 hours per day. Therefore, the maximum sick-leave compensation is \$9,000. To be eligible for the retirement sick-leave compensation, a teacher must have a minimum of ten years of full-time service in the District and be eligible for full PSRS benefits at the time of retirement. Such payment will be made in July upon verification from PSRS indicating that the individual is receiving benefits.

- a. To receive the fully eligible amount, the teacher will submit a retirement notification to Human Resources by 4:30 pm on January 15th (or the next contract day) of the current school year.
- b. If the retirement notification is submitted by 4:30 pm on January 31st (or the next contract day) of the current school year, the teacher will receive up to \$8,500 or \$500 less than their fully eligible amount.
- c. If the retirement notification occurs after 4:30 pm on January 31st (or the next contract day) of the current school year, the teacher will receive up to \$8,000 or \$1,000 less than their fully eligible amount.

## **ARTICLE V**

### **BENEFITS**

1. The District will continue to provide district-paid medical, dental, vision and life insurance for all qualified teachers per Board Policy GBBC, Fringe Benefits. If a change in coverage by the District is proposed during the term of this Agreement, it will be brought before the Insurance Committee for review and recommendation to the Board. The Insurance Committee including a minimum of two RNEA members will collectively commit to a review on an annual basis.
2. The District agrees not to change leaves as currently defined in Policy GCBDA, Professional Staff Short-Term Leaves and Absences for the duration of this Agreement, unless there is mutual agreement of both parties. RSD and RNEA leadership will collectively review Policy GCBDA during the duration of this agreement.

## ARTICLE VI

### TEACHER RIGHTS AND WORKING CONDITIONS

1. Taking into consideration instructional goals, intended instructional environment, knowledge of individual students, enrollment and District resources, principals should strive to fairly distribute students into sections or classes. Teachers experiencing difficulties with student/teacher ratio, equity of student assignments or whose classes exceed MSIP standards, may notify the counselor or principal. If the teacher continues to have a concern, that teacher may meet with the Assistant Superintendent for Human Resources.
2. There will be no discrimination with respect to the employment of any person because of race, color, sex, religion, gender identity, sexual orientation, national origin, ancestry, ethnicity, disability, age, genetic information, veteran status or marital status. Nothing contained herein shall be construed to deny to any Teacher such rights as that teacher may have under applicable anti-discrimination laws and regulations of the United States and/or the State of Missouri.

The Ritenour School District is committed to fostering respectful, trusting, and professional relationships. Therefore, a forum will exist at the district and building levels between RNEA and administration that establishes strategies to build and maintain collaborative communication.

This may include, but is not limited to the following:

- Development of norms
  - Meetings between both parties as needed
  - Transition meetings when RNEA leadership and/or administration changes occur
3. Each full-time K-12 classroom teacher will have a minimum of 250 minutes of scheduled planning time each school week as set forth by MSIP standards. Plan time includes any activities to support the processes of educating students. In order to provide teachers with independent planning time, building administrators will work collaboratively with teaching staff to create a balanced schedule that includes a minimum of 150 minutes of self-directed plan time per 5-day week, except for meetings pertaining to Individualized Education Plans, Performance Based Teacher Evaluation Processes, when a substitute is not available, and/or when emergencies arise. The 150 minutes may be adjusted for weeks with less than 5 full days. Excessive and unreasonable administration of schedules will be discussed with RNEA.
  4. The District shall not interfere with the right of any teacher to join or participate in the Association and shall not retaliate against any teacher because of the teacher's good faith grievance or truthful testimony pursuant to the District's Professional Staff Grievance Procedure.
  5. When a conference is scheduled with a teacher, the teacher has the right to know about the nature or purpose of the meeting. The conference may be extended beyond the normal working day if the situation requires immediate resolution, as determined by the building administration or upon mutual consent.



6. Teacher discipline shall be in accordance with the Missouri Teacher Tenure Act. Depending on the severity of the offense, as determined solely by the District, the District may use progressive discipline in response to teacher misconduct, which may, in the District's sole discretion, involve an oral warning, written warning or suspension before termination of employment. A teacher shall have a right to have a RNEA representative present during an interview designed to elicit facts or statements from the teacher if the teacher has a reasonable expectation of discipline resulting from the interview. The RNEA representative shall have no right to delay the interview. Review of classroom observations or performance evaluations of any kind with a teacher is not an interview.
7. The work year for the professional teaching staff shall not exceed 186 for new teachers and 181 days for all other teachers.
8. The staff and administration will mutually develop a conference schedule for parent/teacher conferences that meets the needs of the parents, as well as the reasonable needs of the staff. Conference dates are established by the District.
9. The administrator for Human Resources will meet with representative staff members and parents to obtain suggestions regarding development of the school calendar. A draft calendar will be presented to the Superintendent who in turn will propose a calendar to the Board of Education for approval.
10. The District will maintain a personnel file for each teacher and each teacher shall have the right to view the contents of their personnel file upon request to the Assistant Superintendent for Human Resources. A teacher shall have the right to attach a written memo to any material in the personnel file that the teacher deems inaccurate.
11. Ritenour teachers have the right to a comprehensive performance based evaluation as set forth in Missouri Statute 168.128 and the Ritenour Performance Based Teacher Evaluation Plan (PBTE).
12. As described in the PBTE, Professional Enrichment Plans (PEP) and Professional Improvement Plans (PIP) are developed and implemented to assist teachers in meeting the performance expectations in the District. The teacher and supervisor will work together to improve teacher performance and thus better serve the students of the District.
13. The district will convene the Enhancing Teacher Professional Practice committee annually to review the Performance-Based Teacher Evaluation (PBTE) instrument and process. With a goal of fidelity to the PBTE instrument and process, the following will occur:
  - District administrators will receive annual training on the PBTE instrument and process.
  - Building administrators will annually review the PBTE instrument and process with all staff.
  - All new employees will receive introductory training of the PBTE instrument and process.

14. If any teacher feels unfairly treated through the misapplication of provisions in this agreement or any board policy, rule, regulation or through any administrative action which adversely affects the teacher's employment status, they have the right of the Board Policy GCM, Professional Staff Grievance Procedure. The District agrees to not change the provisions of Policy GCM for the duration of this Agreement, unless there is mutual agreement of both parties.

15. **Dress Guidelines** An employee's attire and grooming can play a pivotal role in how students, parents and even co-workers perceive our District. It is very important for employees to look their best. Presenting a professional appearance, positive attitude and terrific customer service reflects positively on both the District and each teacher as a professional. It is important that employees serve as a model of professionalism and put forth a model of success for students. Employees have a leadership role in the community and need to present themselves as professionals.

Dress and appearance are important. Employees are expected to wear clothes that are clean, in good condition, and professional looking. Therefore, offensive or controversial clothing are not considered professional. Administration and RNEA will work collaboratively to ensure professional dress.

16. The **teacher workday** will be seven hours and forty minutes including a minimum 25-minute duty-free lunch as established by state guidelines. This does not include before and after school meetings. Starting and ending time is determined by level (elementary, middle, high). Alleged excessive and unreasonable administration of schedules will be discussed with RNEA.

17. Morning duty rotation schedules will be established by level to ensure student safety prior to the start of the student instructional day. Alleged excessive and unreasonable administration of schedules will be discussed with RNEA.

18. The District and RNEA are committed to creating a supportive and safe environment for staff and students, and maintaining open and transparent communication regarding student behaviors and needs. This shall include but is not limited to the following:

- Reviewing current behavior programs and interventions (such as Trauma Informed Practices, Restorative Justice, Response to Intervention, Positive Behavior Interventions and Supports, Olweus, etc.)
- Annually reviewing PreK-12 discipline guidelines and reporting processes
- Yearly training on the student discipline referral process, reporting system (Tyler SIS), referral to outside agencies, and the RtI process
- De-escalation training for staff

## ARTICLE VII

### RIGHTS OF MANAGEMENT

The Board of Education, in conjunction with and through the administration of the Ritenour School District, retains sole and exclusive rights and authority to manage the business and operations of the school district unless altered by a specific provision of this Agreement. This Agreement shall have a limited duration and effect as approved by the Board. Such management rights include, but are not limited to, the authority:

1. To plan, direct and control the operation of the school district through Board policy, administrative guidelines, actions of the Board, implementation actions of the administration, or any other appropriate and lawful activity.
2. To determine the location, design, size and number of facilities.
3. To determine the business hours of operation.
4. To decide, within lawful limitations, the educational services and programs to be provided to the community and students.
5. To determine the starting and quitting time and work schedules for all personnel. Alleged excessive and unreasonable administration of schedules will be discussed with RNEA.
6. To maintain, as may be required by law or appropriate administrative practices, records of attendance, absences and daily time worked.
7. To organize in whatever manner deemed appropriate by the Board, the administrative staff and the duties and assignments of all personnel.
8. To determine, monitor and evaluate the most effective curriculum and instructional practices to promote optimal student performance.
9. To discipline personnel, suspend with or without pay, discharge, hire, layoff, assign, transfer and promote personnel within any due process that may be prescribed by law.
10. To determine the number of teaching and non-teaching staff positions.
11. To introduce new or different methods, techniques, and/or programs for the efficient and effective performance of personnel.
12. To evaluate personnel within the guidelines of the evaluation process.
13. To determine class size.
14. To determine whether or not to sub-contract any function of the District operations when involving the core content/contract teachers, the district will discuss with RNEA.
15. To determine the number of personnel.
16. To determine whether or not and to what extent work required in the operation of the school district shall be performed by what personnel.
17. To modify, enlarge, consolidate or terminate District programs.
18. To maintain in all material respects, control and direction of the District's business, educational program and other affairs.
19. To respond to office discipline referrals; in an effort to maintain open communication, questions or concerns related to disciplinary situations should be discussed first with administration, and then the RNEA if unresolved.

## **ARTICLE VIII**

### **COLLABORATION AND COMMUNICATION**

1. To ensure a safe, positive, and supportive environment that promotes open communication, the district commits to the following:
  - Regularly reviewing procedures for teacher safety with regard to student behavior. This may include, but is not limited to, monthly leader/RNEA meetings, the Superintendent's Communication Forum, and building forums
  - Continuing to publicize and promote the availability of resources for health, wellness, and benefits in order to increase awareness
  - Teachers receiving support and training for their own health and wellness in response to ongoing student support initiatives
  - Exploring new ways to celebrate staff
  
2. The District and RNEA will explore ways to recognize and celebrate attendance at the district and building levels.
  - The District will utilize Convocation and other public formats for celebrating and recognizing good attendance.
  - The District, in cooperation with RNEA will create an accountability system that consistently addresses attendance in an effort to improve the overall attendance rate.
  
3. In collaboration with the RNEA, the district professional development committee will create and offer a variety of leadership growth opportunities for teachers and counselors.

## **ARTICLE IX**

### **COMPLETE AGREEMENT**

This Agreement summarizes the entire agreement between the Board and the RNEA. The parties acknowledge that during the discussions that resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matters brought to the table. In the event any term or provision of this Agreement is determined by the parties or is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under federal, state or local law, regulation or ordinance to any extent, then the term or provision shall be limited as necessary to be legal, valid and enforceable under such federal, state or local law, regulation or ordinance and, in any event, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby, shall remain in full force and effect and shall be enforced to the greatest extent permitted by law. Except as stated above, conditions agreed upon in this Agreement will not be altered by board policy for the duration of this Agreement.

## **ARTICLE X**

### **DURATION**

With the exception of salary compensation, this Agreement shall be in effect from July 1, 2021, to June 30, 2024. Article V, item 2 will also be open for bargaining for the 2022-2023 agreement. Salary compensation and Article V, item 2 bargaining for 2022-2023 will begin no later than the last Friday in February 2022. The bargaining for the 2024-2025 Agreement will begin no later than the last Friday in February 2024.

Following discussion during the RNEA-RSD leadership meetings, either the RNEA 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 RNEA-RSD leadership meeting process.

## 2021-2022

STEP	BACHELORS- Channel A	STEP	MASTERS- Channel C	STEP	MASTERS +30- Channel D	STEP	PHD- Channel E
1	\$43,120	1	\$46,514	1	\$50,860	1	\$55,069
2	\$43,836	2	\$47,635	2	\$52,059	2	\$56,263
3	\$44,565	3	\$48,782	3	\$53,283	3	\$57,483
4	\$45,302	4	\$49,959	4	\$54,538	4	\$58,729
5	\$46,052	5	\$51,162	5	\$55,823	5	\$60,001
6	\$46,815	6	\$52,395	6	\$57,138	6	\$61,304
7	\$47,592	7	\$53,659	7	\$58,484	7	\$62,632
8	\$48,381	8	\$54,952	8	\$59,859	8	\$63,990
9	\$49,183	9	\$56,276	9	\$61,269	9	\$65,379
10	\$49,998	10	\$57,634	10	\$62,714	10	\$66,797
11	\$50,826	11	\$59,023	11	\$64,188	11	\$68,246
12	\$51,666	12	\$60,446	12	\$65,698	12	\$69,725
13	\$52,524	13	\$61,903	13	\$67,246	13	\$71,239
14	\$53,395	14	\$63,395	14	\$68,828	14	\$72,782
15	\$54,284	15	\$64,926	15	\$70,449	15	\$74,360
16	\$55,185	16	\$66,491	16	\$72,110	16	\$75,973
17	\$57,065	17	\$68,095	17	\$73,821	17	\$77,685
		18	\$69,738	18	\$75,546	18	\$79,306
		19	\$71,420	19	\$77,323	19	\$81,027
		20	\$73,140	20	\$79,142	20	\$82,786
		21	\$75,158	21	\$81,286	21	\$84,580
		22	\$76,710	22	\$82,911	22	\$86,417
		23	\$78,560	23	\$84,864	23	\$88,293
		24	\$80,453	24	\$86,861	24	\$90,207
		25	\$82,933	25	\$89,483	25	\$92,760

In addition, the district will pay an annual \$3,000 stipend to teachers who hold National Board Certification.