

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CENTER SCHOOL DISTRICT BOARD OF EDUCATION  
AND  
CENTER EDUCATION ASSOCIATION**

**ARTICLE 1: PREAMBLE**

The purpose of this Agreement is to achieve and maintain harmonious relations between the Center School District Board of Education, Administration and the Center Education Association, to provide the highest quality educational programs for the students of the Center School District, and for equitable and peaceful adjustment of differences which may arise, and to set forth the understanding reached between the parties with respect to various conditions of employment.

This Agreement has been jointly created by representatives of the Board of Education and the Center Education Association through the use of the Modified Interest Based Bargaining (MIBB) process. We are committed to continued use of the MIBB process in our work together, and to resolutions of conflict whenever possible through achievement of consensus upon acknowledgment of all parties' interests.

**ARTICLE 2: RECOGNITION**

The Board of Education recognizes Center Education Association as the sole and exclusive bargaining agent for employees in the bargaining unit. The bargaining unit shall consist of all full-time certified staff employed by the Center Board of Education.

**ARTICLE 3: WORK WEEK**

The contract week will be 40 hours; each building will establish the hours during which teachers should be present.

**ARTICLE 4: TUTORING**

Tutoring may be included within the regular 40 hour contract week. If additional tutoring is performed before or after the regular contract hours, teachers will be compensated for the time spent tutoring.

#### **ARTICLE 5: DUTY FREE LUNCH**

Teachers will receive an uninterrupted duty free lunch. Teachers at their sole discretion may choose to schedule meetings, planning time and other such professional obligations during their lunch.

#### **ARTICLE 6: PLAN TIME**

The District will follow the guidelines for plan time established by the Missouri Department of Elementary and Secondary Education. See Appendix A for DESE guidelines.

#### **ARTICLE 7: FLEX-TIME WORKDAY FOR WINTER BREAK**

A teacher work day is established in the district calendar for the completion of first semester and the beginning of second semester work. Building administration shall communicate the work required and due dates to teachers in a timely manner to allow for the flexible scheduling by teachers. Teachers may choose to come in and work on the designated workday, but this is not a requirement. Teachers will determine how and when to complete their required work. Teachers are not monitored nor are attendance forms required. The timely completion of required work is evidence of the workday hours completed.

If a teacher does not fulfill the required duties in a timely manner, the teacher may be subject to disciplinary action.

The superintendent will retain the right to alter the teacher flextime work day if an emergency situation were to occur. If the superintendent decides that there is a cause for requiring teachers to be in attendance at school for an emergency, every effort will be made to consult with the Board of Education and the CEA President. Final decision with regards to the emergency provision will rest with the superintendent. The superintendent, in consultation with the CEA President, will provide a specific time and date for the completion of required work.

## **ARTICLE 8: BUILDING ACCESS FOR CERTIFIED TEACHERS**

Certified Teachers will be given access to their assigned building(s) between the hours of 5:30 AM and 11:00 PM, 7 days a week, in order to accomplish their work. They will be given unrestricted access to all areas needed to accomplish their tasks including their classroom, copier room, teacher workroom, adult restrooms, supply closets, etc. Each teacher will be responsible to talk with their administrator to learn how to gain access to those areas which will be spelled out in building procedures. It's the responsibility of all staff members to follow building procedures including access, disarming and arming alarm system as appropriate, signing in and out, and retention of keys.

### **EXCEPTIONS:**

Exceptions to these hours may be necessary for those teachers who are involved in student activities and will be considered on a case by case basis with their building Administrators (i.e. sports teams returning from a game, debate team leaving early for a tournament, etc.).

### **SUMMER ACCESS:**

Teachers who will be returning for the following school year will have regular access to their assigned buildings except when those areas are restricted due to maintenance work being done. Maintenance will have the priority during the summer hours and there may be times where building access is restricted. Staff members are encouraged to contact the appropriate person to confirm access is available.

## **ARTICLE 9: NOTIFICATION OF TEACHING ASSIGNMENTS**

Teachers will be notified before end of school year if there is a change in teaching assignment. For extenuating circumstances happening after the end of the school year teachers will be notified as soon as possible.

Late notification may allow for possible remedies which could include shadow days, sub days, extra prep time or other needs as communicated or observed between teacher and administrator.

## **ARTICLE 10: NOTIFICATION OF JOB POSTINGS**

All certified and classified positions will be posted on the “Current Openings” web page as part of the Center School District home page. When a new job posting is listed, an automatic job alert notification will be sent to all staff who have signed up for the “job alerts” notification. Staff can sign-up for this alert on the job postings web page. The job alert notification will notify applicants once a week via email of any jobs that have opened within the last 7 days and jobs that will close in the next 7 days.

For more specific internal openings (such as 1st grade Center Elementary, Summer School, etc) these postings will be listed under “Internal Job Postings” on the “Current Openings” web page. Staff will need to create an account and log-in to see these openings. Staff members that are looking to potentially transfer will find this page helpful to keep updated on more specific job listings open in the district. Internal employees will be able to fill out the “internal application” which is usually abbreviated to communicate their interest in the open positions. Employees are required to include basic contact information. Other areas of the application are not required but candidates are more than welcome to submit any additional relevant information for their application (i.e. updated resume or letters of reference). Internal candidates will be able to apply immediately for the opening and should be interviewed, but not guaranteed the job. The principal and Human Resources will make the best fit hire.

#### **ARTICLE 11: SUBSTITUTE PROCEDURES**

It is the employee’s responsibility to notify the district if they are unable to work. In the case of an unplanned absence, the employee must contact Kelly Services and the building designee. Kelly Services may be contacted via phone at 1-866-535-5998 or online at <https://aesoponline.com>. The cutoff for inputting online is 1 hour before contract time. Personal leave must be entered a minimum of 5 days before the scheduled absence. Professional leave should be entered in a timely manner (suggested 2 weeks). See Appendix B for leave codes. For additional details see board policy GCBDA

#### **ARTICLE 12: CLASS SIZE**

The following is in reference to policy IHB concerning class size.

For additional information on determining procedures see the IHB-AP (Appendix C)

Considerations to add to the chart: (in no particular order)

- 10-15% for K-2 and 15-20% for 3-12 for grades or core classes over Center guidelines will prompt review and determination of additional staffing. For example, 2nd grade classes of 23 jump to 25 each. Performing arts courses (band, vocal music and theater) should only exceed DESE guidelines up to 35. If class sizes reach over 15-20% above the 35 the same process of review and determination of additional staffing will be prompted to ensure students are well-supervised and to maintain safety standards.
- Time of year
- Equity between buildings/grade levels
- Space availability including number of rooms and size of rooms
- Depth/quality of teacher applicant pool
- Residency/transience and history of the enrollment in a grade-level (also refer to 10-year study)
- Clarification of guidelines for teacher/student ratios rather than class or course numbers
- Budget
- 10 day “hold” period to ensure the class size is going to stay consistent

### **ARTICLE 13: NOTIFICATION OF REVISIONS TO BOARD POLICY**

Notification of proposed Board of Education policy additions and changes including the tentative Board meeting agenda and related materials will be provided to the CEA president or designee for review at the same time as the Board or administration is notified.

CEA must notify the Center Board Secretary by 9:00 am on the day of the meeting by filling out the appropriate form (or e-mail) that they wish to speak and be specific on the reason for speaking during the School Board meeting.

CEA will be given notification of policy meetings and policies to be discussed.

### **ARTICLE 14: CALENDAR COMMITTEE**

The Calendar Committee is charged with developing the academic calendar. The committee should complete its recommendations by consensus and report these to the Board of Education no later than the regular December Board Of Education meeting.

The Committee will be made-up of the following representatives:

- 1 Facilitator (Executive Director of Human Resources)
- 3 Representatives from Central Office
- 6 CEA Certified Staff Representatives from district buildings
- 2 Classified Staff Representatives from district buildings
- 2 Representatives from the community
- 1 Representative from building administration

The certified staff member will be selected by the President of Center Education Association or her/his designee.

#### **ARTICLE 15: DISTRICT INSURANCE COMMITTEE**

Purpose – The purpose of the District Insurance Committee is to represent District employees and to make recommendations to the Board of Education as they relate to health benefits, the District wellness program, and the wellness incentive. The Committee will meet on an as needed basis throughout the year to review current practices and to prepare for the next school year.

The District Insurance Committee will be made up of 15 voting staff members. The 15 member committee will be named by September 1st of each school year and will serve one year terms. The CEA should communicate the teacher building representatives to the Director of Business by September 1st.

The 15 member committee will be made of the following members:

- 8 Certified employees paid off of the Certified Teacher Salary Schedule
- 1 employee from each school building named by the CEA
- 1 Director of Business/CFO/Assistant Superintendent
- 1 Administrator Named by Administration
- 4 Non-Certified employees Named by Administration
- 1 District Benefits Coordinator

Additional members may be named by both the CEA and Administration but will not be voting members of the committee.

## **ARTICLE 16: GRIEVANCE PROCEDURE**

CSD #58 is committed to maintaining a positive and productive workplace and educational environment that is free from discrimination, harassment, retaliation. Employees must immediately report to the district for investigation any such incident or behavior that could constitute discrimination, harassment, retaliation, or when a potential violation or misinterpretation of a policy or procedure has occurred. Grievance forms (AC) relating to discrimination, harassment, and retaliation are found under Board of Education Policies, AC-AF2 (Appendix D). In the case of potential violations or misinterpretations of district policy, employees should follow the grievance process by filling out the appropriate form in the appendix of this agreement.

CSD #58 is also committed to ensure there are no violations, misinterpretations, or misapplications of a published district policy, procedure, or regulation.

Grievance forms (GBM) relating to policy violations or misinterpretations of district policy are located in Board of Education Policies GBM-AF1 (Appendix D).

## **ARTICLE 17: TEACHER EVALUATION**

Every teacher is evaluated annually. The Board requires a program of comprehensive, performance-based evaluations for the teachers/certified staff in order to ensure high-quality staff performance that improves student achievement. The process includes both scheduled and unscheduled classroom observations, performance goals, conferences and other data collected in the teacher's professional development portfolio.

The documents and data for the evaluation process are housed on TalentEd. The TalentEd platform can be accessed through the district website via the staff page. Each teacher should have a unique username and password.

Certified staff fall into one of two evaluation categories: formative and summative. Before staffs are tenured they complete a summative evaluation every year. After they are tenured they complete a formative evaluation annually and a summative at minimum every five years.

For more specific information refer to Board Policies GCN and GCN-AP(1)

### **ARTICLE 18: SALARY AND BENEFITS**

Teachers who are eligible to advance on the salary schedule will be granted their step. \$200 will be added to the base salary. The Board of Education previously approved to cover the the 2.5% increase in health insurance premiums (Appendix E). Teachers who completed education hours and qualify for lane advancement will be granted advancement per approval by Human Resources. The 2018-2019 salary schedule for teachers is attached (Appendix E).

### **ARTICLE 19: SEVERABILITY**

Each and every clause of this contract shall be deemed severable from each and every other clause of this contract. In the event that any clause(s) shall be determined finally to be in violation of any law, only the said clause(s) shall be deemed of no force and effect, and then only to the extent that any may be in violation. Should such a determination occur, it will not impair the validity and enforceability of the rest of the contract, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.



**DURATION OF THE AGREEMENT**

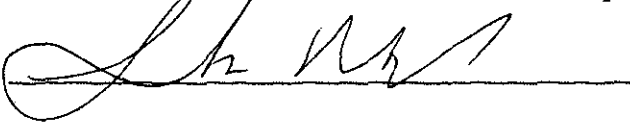
This Agreement shall become effective July 1, 2018 and remain in force through June 30, 2019. Should either party desire to reopen negotiations for this Agreement, said party shall serve the other with written notice not less than sixty (60) calendar days prior to the termination date. Should such timely notice be served, bargaining shall commence at a date that is mutually agreed upon by the parties.

Center Education Association Representative: Kamela Bates

  
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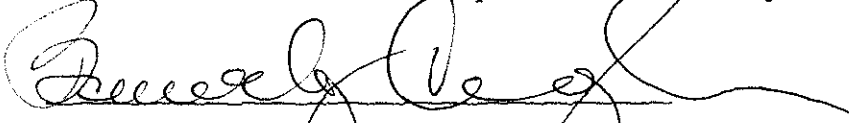
Executed this date: 6-25-18

Center School District Administration Representative: Dr. Sharon Nibbelink

  
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Executed this date: 6-25-18

Center Board of Education Representative: Beverly Cunningham

  
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Executed this date: 6-25-18

