

8/31/91

9-1-88 - 8-31-91



Columbia School District

Columbia School District

Agreement Between

Board of Education

and

Columbia

Education Association

Michigan State University
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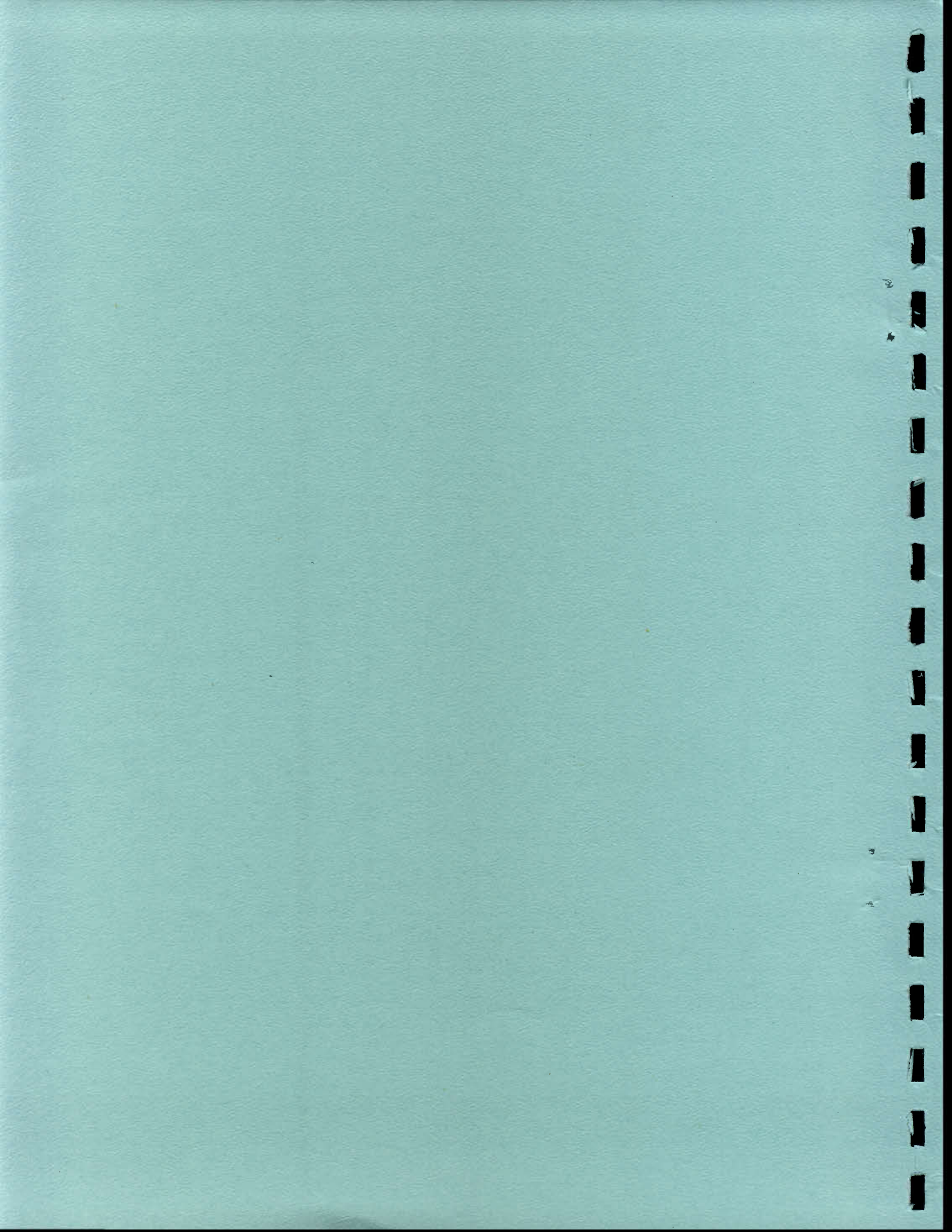


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ARTICLE I - RECOGNITION

- A. The Board of Education of the Columbia School District (hereinafter called the "Board") hereby recognizes the Jackson County Education Association (hereinafter called the "Association") as the exclusive bargaining representative for the following professional personnel employed by the Board (bargaining unit employees): All regularly employed certified teachers, librarians, and guidance counselors under contract with the Board employed in the positions for which they are certified; excluding substitutes and per diem appointments; executive, administrative, supervisory personnel who devote less than fifty (50) percent of their time as certified personnel as defined above, and all other employees.
- B. The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board through the negotiating agent and/or agents officially designated by the Board, as negotiations pertain to this Agreement.
- C. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement regarding the compensation, hours and working conditions of the bargaining unit employees.
- D. The term "teacher" when used in this Agreement shall refer only to personnel as defined in Paragraph A of this Article, and reference to male teachers shall include female teachers.
- E. The term "CEA" when used in this Agreement shall refer only to members of the Association employed by the Columbia School District Board of Education and defined in Paragraph A of this Article.
- F. The term "Board" shall include all its officers, members, or designated agent(s).
- G. The term "Association" shall include all its officers, members, or designated agent(s).

ARTICLE II - CEA RIGHTS

- A. The CEA and its members shall have the right to use the school facilities at the Board's discretion and in conformity to its policy on the use of school facilities.

- B. The CEA shall have the right to use Administrative-designated typewriters, duplication equipment, calculating machines, and audio-visual equipment outside of school hours and during the lunch period when such equipment is not in use. The CEA shall be responsible for the use of such equipment and shall reimburse the district for repairs incident to the use by the CEA. Cost of materials and supplies shall be the responsibility of the CEA.
- C. The president of the CEA shall have the twenty (20) minutes preceding school the twenty (20) minutes after the students' school day and his/her preparation time for Association business when necessary, provided such release time does not conflict with a scheduled staff meeting. The president may leave his/her building at this time by notifying the building principal. The CEA president shall be excused from extra duties, as enumerated in the Supplementary Coaching Schedule and the Supplemental Extra Duties Schedule.
- D. The CEA may use the District Mail Service and agrees to pay the cost of mailing. The CEA may use the teacher mail boxes for communications to teachers.
- E. The Association will be allowed a total of ten (10) work days per school year for teachers who are officers of the CEA or are appointed to its staff to attend official sessions of the MEA Representative Assembly and other local, state, or national business, provided that not more than six (6) days per school year may be used by any teacher without the approval of the Superintendent. Seven (7) days written notice, except in emergencies, must be given to the Superintendent for such leaves of absence and the CEA will reimburse the Board for the substitute. These days shall not be used for purposes of walking picket lines or directly supporting illegal strikes.
- F. In the event a teacher shall be elected President of the Jackson County Education Association, said teacher shall at his/her request be granted full released time for the term of that office. The Jackson County Education Association shall fully reimburse the Board for all salary and fringe benefits paid to said teacher while on such released assignment. The teacher granted such approved leave of absence shall be entitled to return to the position he/she held at the commencement of the leave. If his/her previous position is eliminated, he/she shall be entitled to a position based on his/her seniority, certification, and qualifications. Failure to return from a leave on the date specified in said leave application shall be conclusively deemed resignation.
- G. If at the request of the Board, a teacher is engaged during the school day in negotiating on behalf of the Association with any representative of the Board, he/she shall be released from regular duties without loss of salary and without deduction from sick leave.

- H. Copies of proposed agenda of all Board meetings shall be sent to the CEA president and Building Representatives at the same time they are distributed to the members of the Board.

ARTICLE III - TEACHERS' RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful activities. As a duly elected body exercising governmental power under color of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act. The Board will not unlawfully discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the Board, or his/her institution of any grievance or complaint.
- B. The Board and the Association agree that neither shall unlawfully discriminate against any teacher or applicant for employment because of his/her religion, race, color, national origin, age, sex, height, weight, marital status, handicap, or political belief.
- C. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, provided that it does not detract from his/her effectiveness as a teacher.
- D. Each teacher shall have the right, upon request, to review the contents of his/her personnel file, with the exception of his/her college credentials and confidential recommendations. A representative of the CEA may, at the teacher's request, accompany the teacher in this review. If a teacher upon reviewing his/her file finds a written complaint, he/she will be afforded an opportunity to write a response and said response shall become a part of the file.
- E. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School Laws, General Laws of the State of Michigan, and the United States as well as the Constitution of the State of Michigan and of the United States. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE IV - MANAGEMENT RIGHTS

- A. The Board, on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system and its properties and facilities, and school-related activities of its employees; to hire all employees and subject to the provision of the law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States, and the Michigan General School Laws.

ARTICLE V - MEMBERSHIP DUES

- A. All teachers employed shall authorize membership in the CEA or authorize payment of a Service Fee and assessments of the CEA as a condition of initial employment.
 1. It is recognized that the proper negotiation and administration of professional negotiations agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event teachers shall not join the CEA, such teachers shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a Service Fee determined in accordance with the Association's Policy regarding Political and Ideological Expenditures and those Procedures adopted in accordance with that Policy. This Service Fee shall be forwarded to the CEA. In the event that such authorization is not signed for a period of thirty (30)

days following the effective date of this Agreement or the commencement of employment of the teacher, whichever comes later, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement services of such teacher shall be discontinued. The CEA will furnish the Superintendent with a list of those who are neither members of the CEA nor who have signed such authorization. Such teacher or teachers shall be notified immediately upon expiration of the thirty (30) day period heretofore mentioned and that their services shall be terminated fifteen (15) school days following said notification.

2. In any case in which a teacher or teachers contest a discharge under the provisions of the paragraph A-1, Article V, the CEA agrees to save and hold harmless the Board for damages and back pay provided the CEA has received notice from the Board within seven (7) days of the commencement of any action formally legally contesting such discontinuance of services.
 3. Membership or authorization of payment of the Service Fee shall be continued by all members of the bargaining unit.
- B. The Board agrees to deduct from the salaries of teachers dues for the CEA, JCEA, MEA, and NEA when voluntarily authorized in writing by each teacher desirous of having such dues deducted.
- C. Regular annual dues for any or all of the above-stated organizations shall be deducted together, as one deduction in ten equal installments, once each month..
- D. Any teacher who is a member of the CEA, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues. It is expressly understood that the specific amount of the dues deducted may vary from teacher to teacher. Such authorization shall continue in effect from year to year unless revoked in writing between July 1, and September 1, of any year. Pursuant to such authorization, the Board shall deduct one-tenth (1/10th) each month for ten (10) months, beginning in September and ending in June of each year.
- E. The CEA shall, on or before the fifteenth day of September of each school year, give written notification to the Superintendent of the amount of its dues and those of the MEA, NEA, JCEA or Service Fees which dues or Service Fees are to be deducted in the coming school year under such dues and Service Fee authorizations. The amounts of deduction for

these dues or Service Fees, as per said written notifications, shall not be subject to change during the entire school year.

- F. For the purpose of the Article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of the spring.
- G. Dues deductions shall be transmitted by the Superintendent to the CEA Treasurer within ten (10) days after such deductions are made. The CEA shall be responsible for disbursement of MEA, NEA, JCEA dues and Service Fees paid to it, to the treasurers of those organizations.
- H. Payroll deductions will be made when properly authorized by the teacher, for professional dues and Service Fees as outlined in Article V, insurance as covered in Article X, credit union, and tax-sheltered annuities.

ARTICLE VI - WORKING CONDITIONS

A. Hours

1. The normal school day, including lunch and break periods, shall not exceed seven hours and fifteen minutes for elementary teachers and seven hours and ten minutes for secondary teachers. Elementary teachers shall not be required to report before 8:00 a.m. and shall be permitted to leave not later than 4:00 p.m. Secondary teachers shall not be required to report before 7:15 a.m. and shall be permitted to leave not later than 3:30 p.m. except secondary teachers who take their preparation period before the start of the school day shall be required to report before 7:15 a.m. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled and necessary, and professional building staff meetings. On Friday, or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day after the busses leave and students are normally clear of the building. Teachers shall be at their assigned place of duty, or in their classroom, not later than ten (10) minutes before school begins.
2. The normal weekly teaching load in the elementary schools will not exceed six (6) hours of pupil contact per day.

3. If the secondary schools have a common preparation period, the teacher must indicate each semester whether he/she will take that preparation period before or after the student day, provided a teacher who has an extra duty assignment may vary their preparation period according to that extra duty, and provided further that teachers shall vary their preparation period for parent and student conferences and a principal may vary the preparation period to require attendance at staff and department meetings.
4. Assignment to supervise a study hall and/or noon duty shall be considered a teaching period for the purpose of this Article.
5. All teachers shall be entitled to a duty-free, uninterrupted lunch period equivalent to the students' regular lunch period, but in no event less than thirty (30) minutes at the secondary level and forty-five (45) minutes at the elementary level.
6. Elementary teachers shall be provided at least one (1) fifteen (15) minute duty-free relief period and one fifteen (15) minute student break period each day. Break period duty shall be shared equally within each building by all teachers's receiving such relief periods. Elementary teachers may be provided a second duty-free recess of fifteen (15) minutes instead of the fifteen (15) minute student break period in which case the elementary lunch period may be shortened to thirty (30) minutes.
7. For purposes of this Agreement, the terms "preparation time" and "preparation period" shall be defined as time set aside to be used by teachers to work on school related activities. Teachers will not be expected to supervise students during their preparation time or to admit students to their classroom prior to ten (10) minutes before the start of the student day, except when emergency situations arise within the building, the administrator may require the teacher to use his or her preparation period in a specific manner. For purposes of this paragraph emergency situations are unexpected occurrences.
8. Teachers shall supervise class during assemblies, but shall not be required to attend assemblies during their preparation time.
9. Teachers shall be allowed to leave their buildings at the end of the student's school day to attend CEA meetings or CEA committee or negotiation meetings.

10. Whenever possible, in cases of absence, a secondary teacher shall notify his/her building principal or his/her designated official no later than 6:00 a.m. on the day of his/her absence, and an elementary teacher shall give such notice no later than 6:30 a.m. on the day of his/her absence. Once a teacher has given such notice of unavailability for work, the Board shall arrange for a substitute teacher. All teachers shall have lesson plans available to allow a substitute to conduct classes, so that a reasonably normal classroom situation may exist.
11. The Board shall guarantee each elementary teacher one and one-half (1 1/2) hours per week of preparation time during the student day. (This does not include duty-free recess time.) Elementary teachers shall use for preparation all time during which their classes are receiving instruction from various teaching specialists. Preparation time for part-time elementary teachers shall be pro-rated based on the hours worked.
12. Teachers shall attend parent/teacher conferences and open houses. All other school functions beyond the hours specified in this section are optional.
13. Prior to scheduling a split grade or class at the secondary level, the CEA and affected teacher(s) will be consulted.

B. Class Size

1. It is acknowledged that the primary duty and responsibility of the teacher is to teach and the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.
2. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that the class size should be lowered wherever possible. However, the Board reserves the right to adjust class size in order to provide the best education with available facilities and the Board shall use reasonable efforts to balance class sizes among sections of the same course or grade level within the same building.

PUPIL-TEACHER RATIO GUIDELINES:

	OPTIMUM	MAXIMUM
a. Elementary	16	22
Kindergarten	15	22
First-Second	18	25

b. Secondary:		
English	18	25
Social Studies	18	25
Language	18	25
Business	18	25
General Education	18	25
Mathematics	18	25
Science	18	24
Physical Education	18	30
Art	18	25
Typing I	25	30
Typing II	18	26
Industrial Arts	15	20
Drafting	15	24
Vocational Shops	15	20
Homemaking	15	20
c. Special Education	10	15

Prior to mainstreaming any special education students, there shall be a conference between the special education teacher, the building principal, and the teacher(s) from the affected grade and/or subject area.

Special education students shall be assigned at such a time so as to capitalize on and not disturb the receiving teacher's normal schedule of classroom activities.

In order to evenly distribute the class load of mainstreamed EMI special education students, said students shall be assigned to teachers in the affected grade and/or subject area on a rotating basis in each building. The rotation list shall continue from year to year.

Secondary EMI students will be assigned to sections of the same subject on an alternating basis to preserve equal distribution.

To the extent practical and permitted by class scheduling, the number of EI and LD students to be assigned to an elementary grade or to a math, science, English or social studies course at the secondary level shall be distributed among the grade or course sections in the building so that the number of such students assigned to any grade or course section shall not exceed by more than two (2) the number of such students assigned to any other section of the same grade or course.

- d. Alternative School Students: To the extent practical and permitted by class scheduling, the number of alternative school students to be assigned to a course shall be

distributed among the course sections so that the number of students assigned to any course section shall not exceed by more than two (2) the number of such students assigned to any other section of the same course.

C. Qualifications and Assignments

1. The Board shall hire only teachers for regular full time teaching positions who have Bachelor Degrees from accredited colleges or universities and who have provisional, continuing, or permanent certificates.
2. Teaching assignments shall be made at the discretion of the administration and within the areas of teacher competence, teaching certification, or their major or minor field of study. Teachers who are affected by a change of subject assignment in the secondary schools shall be notified and consulted by their principal as soon as practicable.
3. All teachers shall be given written notices of their assignments for the forthcoming year not later than the preceding first day of June. In the event that changes in such assignments are made, all teachers affected shall be notified in writing and promptly consulted by the building principal. Changes in teachers' assignments may not be made later than the first day of July preceding the commencement of the school year unless explained in writing by the building principal.
4. Supervision by a teacher of a student teacher shall be voluntary. The reimbursement that the school receives from the supervision of a student teacher shall be used by the teacher for teaching materials.
5. A teacher may be required to accept one extra duty assignment, as enumerated in Appendix C.
6. Teachers shall be assigned no more than three (3) separate subject area preparations per day. Teachers may, on a voluntary basis, accept more than three (3) separate subject area preparations.
7. Elementary teachers shall be responsible for keeping student attendance records on a daily basis only. Each teacher shall turn his/her daily records in to the office at the end of each reporting period for the compilation, completion, and official recording of attendance for that reporting period.
8. Teachers who perform any assignments in addition to the normal teaching schedule including adult education

courses, driver education, summer school courses, and extra duties enumerated in Appendix B and C, shall have priority to perform these assignments in succeeding years, provided in the judgment of the Board, the individual has shown competency in the area of that assignment.

9. Assignments for the Adult Education, Driver Education, and Summer School programs will be made by the Board, on the basis of performance, to teachers possessing valid certificates. Decision of the Board on the assignments shall be final.

D. Supplies, Materials, and Facilities

1. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such education tools and the Board shall undertake promptly to implement all joint decisions thereon made by its representatives and the CEA.
2. The Board agrees to make available adequate typing and duplicating facilities.
3. The Board shall make available to each school adequate lunch rooms, restroom and lavatory facilities exclusively for faculty use. The lounge shall be appropriately furnished. A designated smoking area will be provided within each building.
4. Designated telephone facilities shall be made available for both school-related and personal calls. CEA or personal calls involving long distance charges shall be entered on the log, and will be the financial responsibility of the party involved.
5. The CEA may place soft drink and candy vending machines in the lounges. The CEA shall maintain this equipment. Any proceeds from this equipment shall be placed in a special fund to be used for students' benefits.
6. The Board shall provide:
 - a. A separate desk for each teacher in the district with lockable drawer space, or a table and a two-drawer lockable file cabinet.
 - b. Suitable closet space for each teacher to store coats, overshoes, and personal articles.

- c. Adequate chalkboard space in every classroom which will be kept clean by the maintenance personnel.
 - d. Copies, exclusively for each teacher's use, of all texts and other Board-approved books deemed necessary by the teacher in each of the courses he/she is to teach.
 - e. Adequate attendance books, paper, ball-points, felt marking pens, pencils, chalk, erasers, and other such material required by a teacher in the performance of his/her teaching duties.
 - f. Adequate storage space in each classroom for instructional materials.
- 7. Each teacher shall be provided a key to his/her respective classroom(s).
 - 8. The Board will provide a bulletin board within the teachers' lounge available for dissemination of CEA and Board materials.

Vacancy notices, Board agendas, and Board meeting minutes will be given to one (1) CEA-designated representative in each building so they can be posted in the lower right corner of the bulletin board.

- 9. Teachers will inform the Board of any hazardous condition as soon as a teacher first becomes aware of any unsafe area, condition, or defective equipment. The Board, upon notification of an alleged unsafe condition, shall investigate such condition and shall make reasonable adjustments in such conditions, if, as a result of the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee.

ARTICLE VII - CALENDAR

The 1988-89 school calendar shall be as set for in Appendix D. The Board and/or their representatives shall meet with the CEA president and/or his representatives by May 1, of each year to negotiate the school calendar for the following school year. After adoption, the calendar will be distributed to all teachers as Appendix D. The calendars shall provide for 180 student days and 184 teacher attendance or staff days.

ARTICLE VIII - VACANCIES, PROMOTIONS, AND TRANSFERS

- A. The parties recognize that changes in grade assignments in the elementary schools, changes in teaching assignments in the secondary school grades, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. The Board will not make an involuntary transfer arbitrarily. A teacher may not be involuntarily transferred to a position unless he/she is certified and qualified to fill the position as defined in Article XIII, C.

Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one copy of which shall be filed with the Superintendent. The application shall set forth the reasons for the transfer, the school, grade or position sought, and the applicant's academic qualifications. Such request shall be renewed in writing once each year to secure active consideration by the Board.

- C. When a vacancy or a new position in the bargaining unit occurs, the Board shall declare the position vacant. The notices of these vacancies shall be posted on the bulletin boards as provided in the teachers' lounges at the same time as it is made known to the Placement Bureaus and at least fifteen (15) days before filling said vacancies. In the event that school is not in regular session during the time application may be made for vacancy, the Board shall notify all personnel by mail at least fifteen (15) days prior to filling said vacancy. During the month of August at least seven (7) days notice will be given and the CEA will be notified before filling any newly-created position or vacancy. When filling a vacancy, the Board in its judgment will give equal consideration to all qualified personnel who apply.
- D. Appendices B and C vacancies or newly created positions shall be given to the CEA-designated representative to be posted on a CEA bulletin board when known.
- E. A bargaining unit member who applies and is qualified shall be offered the position before an external applicant. If two (2) or more bargaining unit members who are qualified apply, the position will be awarded to that member with the greatest seniority.

- F. Qualified as applied in this Article shall be defined under Article XIII, except for the supplementary positions listed in Appendixes B and C.
- G. For supplementary positions listed in Appendixes B and C qualified members of the bargaining unit shall be offered the position before an external applicant. If two or more bargaining unit members apply the position may be filled by the Board without regard to seniority. Any bargaining unit member who holds a supplementary position will be offered the position for the next school year unless such member resigns or a written evaluation stating deficiencies be provided the member. The qualifications for a supplementary position shall be as set forth below in Paragraph I.
- H. If no qualified bargaining unit member applies for a supplementary coaching position listed in Appendix B and the Board employs an applicant from outside the bargaining unit to fill such a position, the compensation of such applicant shall be set by the Board, provided:
1. The non-bargaining unit members shall not receive compensation greater than the applicable compensation set forth in Appendix B; and
 2. All positions except head coaching positions will be offered to bargaining unit members the next school year by posting as provided in paragraph C above.
- I. For head coaching positions "qualified bargaining unit member" will mean the member:
- 1) Has prior satisfactory head coaching experience in the sport; or
 - 2) Has three (3) or more acceptable years of junior varsity experience in the sport in this school district.

For other positions "qualified bargaining unit member" will mean he or she has prior experience and/or training in the activity.

The Board may hire bargaining unit members or external applicants that do not meet these qualifications if no qualified candidate applies.

ARTICLE IX - LEAVES OF ABSENCE

A. PAID LEAVES

1. Sick Leaves

- a. At the beginning of each school year, each teacher shall be credited with ten (10) sick leave days allowance to be used for absences caused by illness or physical disability which shall include childbirth and complications of pregnancy. The unused portion of such allowance shall accumulate from year to year to a total of one hundred eighty-two (182) days.

Teachers who do not finish the school year and have used more than the earned sick leave days, determined at the rate of one (1) day for each month of service, shall have the unearned days deducted from their pay.

- b. The Board shall furnish a written statement to each teacher within fifteen (15) days after the start of each school year setting forth the total sick leave credit he/she has accumulated to that date.
- c. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year and the leave shall be renewed at that time upon written request from the teacher. A physician's report, at the teacher's expense, shall be given to the Superintendent indicating need for leave extension.
- d. Upon recommendation of the Superintendent, the Board may, at the Board's expense, require a teacher to submit to an examination by appropriate specialists to determine whether involuntary sick leave is warranted.
- e. Additional uses of sick leave: In addition to personal illness or injury, sick leave pay may be utilized for the following purposes:
 - 1) A maximum of five (5) days per school year for a serious illness in the immediate family. Further leave may be granted at the discretion of the Superintendent.
 - 2) A maximum of five (5) days per school year per death in the immediate family or household at the time of death for bereavement and funeral purposes and/or to attend the funeral. Further death leave may be granted at the discretion of the Superintendent.

- f. Immediate family shall be considered to include father, mother, son, daughter, husband, wife, sister, brother, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and relatives living in the same household.
- g. A teacher who has been on duty for a period of two (2) hours or more in either morning or afternoon session of the school day and must leave during the session, shall not be charged for any sick leave for the half day that this occurred. This provision shall apply to all other leaves.

2. Personal Leave Days

- a. At the beginning of every school year, each teacher will be allowed two (2) personal leave days with pay. These days are in addition to the days of sick leave and are non-accumulative from year to year. Both of these days are subject to sections b. and c. of this Article. At the termination of each school year, unused personal business days shall accrue as a part of the teacher's accumulated sick leave.
- b. Personal business leave days shall be granted for business and personal matters that cannot be taken care of outside of school hours.
- c. The following regulations will govern the use of personal leave days:
 - 1) Application on the agreed form (Appendix E) for such leave will be made at least forty-eight (48) hours before taking the leave (except in the case of an emergency).
 - 2) The forty-eight (48) hour period begins when the applicant gives his/her request to the building principal.
 - 3) If the applicant cannot, because of an emergency, submit an application for such leave within the prescribed limits of this Article, he/she must submit the application the day he/she return to work.
 - 4) A personal leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year, except for emergency conditions stated above.

3. Leave with pay shall also be granted for any of the following:
- a. Any teacher called for jury duty during school hours shall be paid the difference between the jury duty pay and the teacher's regular daily salary. The district shall pay the teacher his/her full salary. The teacher must reimburse the district the amount of compensation received from jury duty (less that amount received for mileage, meals and parking). If payment is not made by the teacher, that amount will be deducted from the teacher's final pay.
 - b. Visitation at other schools or for attending educational conferences or conventions when approved in advance by the Superintendent.
 - c. Time necessary for appearance in any legal proceedings connected with the teacher's employment or with the school system, if the teacher is required by a court or any agency of competent jurisdiction to attend, with the exception of the teacher vs. the Board. The district shall pay the teacher his/her full salary. The teacher must reimburse the district the amount of compensation received from said court or agency. If payment is not made by the teacher, that amount will be deducted from the teacher's final pay.
 - d. Military leave under fifteen (15) days: When a teacher must take temporary military leave (not to exceed fourteen (14) school days) during the school year, the Board shall compensate the teacher involved for the difference between the teaching pay and the military pay, as well as provide a substitute for the teacher. The district shall pay the teacher his/her full salary. The teacher must reimburse the district the amount of compensation received from military duty. If payment is not made by the teacher, that amount will be deducted from the teacher's final pay.
 - e. Personal accident involving Worker's Compensation: Sick leave allowances for employees injured while working for the Columbia School District and thus becoming eligible for Worker's Compensation benefits shall be as follows:
 - 1) Accumulated sick leave days shall, on an optional basis to the employee, be made available to the injured employee during the period he/she is unable to work as a result of an accident.

- 2) If the employee chooses the option of using sick leave days, his/her Worker's Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily rate. The employee's sick leave would be charged with a proportionate amount of time lost, based on the ratio of the school funds used to make the employee's regular daily rate.

B. UNPAID LEAVES

1. Child Care and Adoptive Leave

- a. A leave of absence shall be granted to any teacher for the purpose of child care. Notification of said leave shall be given in writing at least ten (10) days prior to its commencement, except in cases of emergency.
- b. A teacher may commence said leave at his/her option providing proper notification has been made as in "a" above.
- c. The child care/adoptive leave shall be extended for an additional year upon written request of the teacher.
- d. Failure to return from child care/adoptive leave on the date specified in said leave application shall be conclusively deemed resignation.
- e. Experience credit shall be granted only for semester or major portions of semesters taught.

2. Disability Leave

- a. A leave for up to one (1) year shall be granted for disability, which extends beyond time compensated for under sick leave policy.
- b. A request for such leave must be accompanied by a statement from the attending physician recommending that the employee be granted such leave of absence.
- c. A request for return from leave of absence because of disability must be accompanied by a statement from the attending physician stating that said teacher is able to resume his/her regular duties with the Board. The Board may have the teacher examined by a physician of its choice at its expense.
- d. Experience credit shall be granted only for semester or major portions of semesters taught.

3. Family Illness Leave

- a. Members of the employee's family shall be defined under sick leave provisions, Article IX, A., 1., f.
- b. A leave for up to one (1) year may be granted for the purpose of an employee to be with or care for an ill family member.
- c. Experience credit shall be granted only for semester or major portions of semesters taught.

4. Military Leave

- a. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.
- b. All teachers returning from such leave shall be entitled to reemployment benefits as specified in Act 145 of 1943 of School Code.
- c. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

5. Professional Association Leaves

- a. Teachers who are officers of the JCEA, MEA, or NEA, or are appointed to its staff, may be granted one (1) year leave of absence without pay for the purpose of performing duties for the Association. If requested, said leave shall be extended for one (1) year.
- b. No experience credit will be granted.

6. Professional Improvement Leave

- a. A leave of absence for tenure teachers of one (1) year shall be granted upon application, for the purpose of participating in foreign or military teaching programs: the Peace Corps, Teachers Corps, or Job Corps, as a full time participant in such programs provided said teacher states his/her intentions to return to the school system. A leave of absence for tenure teacher of one (1) year may be granted upon application for further education in any accredited program at a college or university.
- b. If requested at the end of the year's leave of absence, an additional year may be granted by the Superintendent.

c. Upon return from such leave, a teacher shall be placed at the same step on the salary schedule as he/she would have been had he/she taught in the district during such period.

7. Cultural Travel Leave

a. A leave of absence for any tenure teacher of up to one (1) year may be granted for cultural travel.

b. Experience credit shall be granted only for semester or major portions of semesters taught.

C. OTHER LEAVE PROVISIONS

1. No benefits shall accrue to a teacher during a leave of absence except as otherwise stated herein. Upon return from leave, the teacher's accumulated sick leave benefits accumulated at the time the leave commences shall be restored to him/her.

2. All requests for extended leave shall be applied for in writing at least sixty (60) days prior to its commencement, except in case of an emergency.

3. Teachers returning from leave shall be offered a position for which they are qualified. Teachers will be returned to the same position whenever possible, if in the Board's judgment it is in the best interest of the educational program.

Failure to return from a leave on the date specified in said leave application shall be conclusively deemed resignation.

In the event of a reduction in staff, any teacher on extended leave shall be considered in the same status as an actively employed tenure teacher for the purposes of this contract section.

4. A teacher on leave shall continue to receive all insurance benefits, providing said teacher reimburses the Board the cost of said insurance, provided approval by insurance carrier is given.

5. An employee may return early from leave only with Board approval, except in the case of Family Illness or Disability Leaves. Early return from Family Illness Leave or Disability Leave will be allowed upon explanation by the teacher to the Superintendent.

ARTICLE X - PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.
- B. All teachers newly employed shall be allowed up to eight (8) years past teaching experience from any school district and other teaching experience for which credit is allowed for placement on the salary schedule. A maximum of two (2) years of Board-approved military, Peace Corps, or Job Corps experience shall be allowed as part of credit allowed for placement on the salary schedule. All teachers with a minimum of half (1/2) year allowed experience may be given credit for a whole year for placement on the salary schedule. Under no circumstances is it to be considered that a teacher normally receives a year's credit on the salary schedule for each semester of experience.
- C. Teachers involved in Extra Duty assignments set forth in Appendices B and C, which are attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Article and the annexed Appendices without deviation.
- D. Teachers required in the regular course of their assignment to drive personal automobiles from one (1) building to another shall receive mileage allowance at the applicable IRS standard mileage rate then in effect.
- E. The salary schedule is based upon a normal teaching load, as hereinafter defined as a maximum of one hundred eighty-four (184) contract days.
- F. Teachers may be asked to do extra duty during the summer months and be compensated according to an established rate acceptable to both parties.
- G. Driver Education teachers shall be compensated at the rate of eleven dollars (\$11.00) per hour for 1988-89 and eleven dollars and 50 cents (\$11.50) per hour for 1989-90 and twelve dollars (\$12.00) per hour for 1990-91.
- H. Any teacher who enrolls in and successfully completes approved-by-the-Board courses related to his/her instructional responsibilities at a National Council for Accreditation of Teacher Education accredited college or university shall receive from the Board fifty dollars (\$50.00) per semester hour earned beyond permanent certificate requirements. This amount is to be paid upon returning to the district the following September. This is an annual payment and is not to be construed as a permanent part of the salary schedule.

I. Insurance

1. The Board shall provide, without cost to the employee, insurance under a MESSA PAK either Plan A or Plan B below as selected by the employee, subject to sub-paragraph 2 below. Health, Dental, and Vision insurance may cover the employee and his/her spouse and dependants when appropriately selected.

Plan A - Super Care 1

Delta Dental Plan E-07

80/80/80: \$800 (COB)

\$15,000 AD & D

VSP-2

LTD - 60%; \$2,000 maximum; 90 CDMF;

Freeze on offsets; Alcohol/drug and

Mental/nervous 2 year limitation

(Effective September 1, 1990 LTD shall be 66

2/3% and \$2,500 maximum)

Plan B - Delta Dental Plan E-07

80/80/80: \$800 (COB)

\$20,000 AD&D

VSP-2

LTD same as Plan A

Employees electing Plan B above shall receive, payable in their name, an annuity in the amount of fifty (\$50.00) dollars per month. Such amount shall be deposited with one of the District's designated annuity carriers at the choice of the teacher.

For the third year of this Agreement beginning September 1, 1990 the Board shall reimburse teachers the \$50/\$100 deductible of Super Care I within thirty (30) days after receipt of proper verification that medical expenses included in the deductible have been incurred.

2. Any teacher who for any reason retains group health insurance coverage, with coordination of benefits, from any source other than the health insurance provided by virtue of this Agreement, and his/her employment with the Board, shall be ineligible and shall otherwise not receive the health insurance coverage provided for herein, unless the coverage provided the teacher's spouse through the spouse's employment requires said coverage. The teacher may select Plan A if not taking health insurance elsewhere, and shall otherwise be eligible for Plan B. Every teacher shall annually verify in writing the existence or non-existence of any such outside group health insurance coverage. The following form shall be distributed to all teachers during the open enrollment period.

I hereby declare that the health insurance that I receive pursuant to Article X-I of the Master Agreement between the Board and the Jackson County Education Association is the only group health insurance, with coordination of benefits, that I retain or from which I am otherwise eligible to receive benefits.

Date: _____

(Signature of Teacher)

3. The Board of Education shall make payments of premiums for insurance coverage as indicated in this section.

Employees covered by this Agreement shall fill out appropriate forms as indicated by the insurance carrier during the open enrollment period as set forth by the insurance carrier. Should the insurance carrier allow other than new employees to make application and receive coverage at a time other than the normal opening period, it will be allowed and the Board will assume the premium cost from the date of filing of application.

The Board will be responsible for providing insurance information applications and claims materials as they are available from the insurance carrier.

- J. Part-time teachers shall receive pro-rated fringe benefits based on the time they work, except any teacher who held a part-time position during the 1985-86 school year with full fringe benefits shall continue to receive full fringe benefits so long as said teacher remains in the same part-time position or any other part-time position to which the teacher is involuntarily transferred.
- K. A teacher who retires with 15 or more years of teaching experience in this school district and is eligible for benefits from the Michigan School Employees State Retirement System, shall receive an amount equal to \$25.00 for each day of accumulated but unused sick leave as of the teacher's retirement in excess of 50 days. For the 1990-91 contract year the amount will become \$30.00 per day.

ARTICLE XI - GRIEVANCE PROCEDURE

- A. For purposes of this Agreement a grievance is defined as any claim or complaint by an employee or the CEA that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. The termination of employment of a teacher, the refusal to re-employ any

teacher, the refusal of the Board to reassign a teacher to any special assignment set forth in Appendices B and C, placing of any non-tenure teachers on a third year of probation, or any grievance for which another remedial procedure is established by law or by regulations having the force of law, including any matter subject to the procedure specified in the Tenure Act shall be matters excluded from consideration under the grievance procedure set forth in this Agreement. It is the intent of the Board and the CEA to limit the grievance procedure to specific provisions of the contract and to refer to other remedial processes those actions which are not specific violations and which may form basis for termination, refusal to re-employ, reassign, or placement on third-year probation of tenure.

- B. All time limits herein shall consist of school days. Time limits may be extended only upon mutual consent of the parties. Failure to conform to time limits shall mean default by the party failing to conform.
- C. Any teacher who believes he/she has a grievance shall begin by informally discussing the matter with the building principal or other supervisor involved within ten (10) days of its occurrence, with the object of informally resolving the matter.
- D. Level 1: If, as a result of the informal discussion with the building principal, a grievance still exists, or no decision has been rendered by the building principal or supervisor, the teacher may invoke the formal grievance procedure by delivering a copy of the grievance form to the principal or supervisor within fifteen (15) days after the occurrence of the grievance. The written grievance form required herein shall contain the following items:
 - 1. The signature of the grievant or grievants.
 - 2. A synopsis of the specific facts giving rise to the alleged violation.
 - 3. The citation of the section or subsections of this Contract alleged to have been violated.
 - 4. The date of the alleged violation.
 - 5. The date of filing, and
 - 6. The specific relief requested.

Any written grievance, which is defective by omission in any of the above particulars, shall be deemed to be dismissed if not remedied within two (2) days of written notice of the missing items.

If the grievance involves more than one (1) school building, it may be filed directly with the Superintendent or designee.

Within three (3) days of receipt of the grievance, the Administrator involved shall meet with the CEA in an effort to resolve the grievance. The administrator shall indicate the disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the CEA.

- E. Level 2: If the teacher is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, the grievance shall be submitted to the Superintendent within five (5) days. Within three (3) days the Superintendent, or his designee, shall meet with the CEA on the grievance and shall indicate his disposition of the grievance in writing within three (3) days of such meeting, and shall furnish a copy thereof to the CEA.
- F. Level 3: If the teacher is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three (3) days of such meeting, the grievance shall be presented within five (5) days to the Board by filing a written copy thereof with the Secretary, or other designee of the Board. The Board, or a committee of the Board, shall meet within ten (10) days with the CEA Grievance Committee for the purpose of arriving at a mutually satisfactory solution to the grievance. Disposition of the grievance in writing to the CEA by the Board shall be made no later than fifteen (15) days following receipt of Grievance at this level.
- G. Level 4: If the alleged grievance is not settled at Level 3, the matter may be referred to arbitration. Either party may refer the matter to arbitration provided that notice to refer the matter is given to the other party within ten (10) days from the date of the Board's (or the committee thereof) written decision at Level 3. Within five (5) days after the date of the written request for arbitration, a committee of the Board, or its designated representative, shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree on an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

The arbitrator shall hear the grievance in dispute and shall render his/her decision in writing within thirty (30) calendar days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his/her findings and conclusions with respect to

the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the employer, the CEA, and the employee or employees involved.

The arbitrator shall have no authority except to pass upon the alleged violations of the expressed provisions of the Agreement and to determine disputes involving the application or interpretation of such expressed provisions. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the Board's rights and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement.

The arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the employer where the employer is given discretion by the terms of this Agreement or by the nature of the area in which the employer was acting. No evidence shall be introduced in any arbitration hearing which has not been previously presented to the other party. The arbitrator shall not render any decision which would require or permit an action in violation of Michigan School Laws.

- H. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness, or requesting such participant, except that if any hearing is conducted during normal teaching hours, the grievant and two (2) representatives of the CEA shall be granted released time, without a loss in compensation, to be present at said hearing(s). The CEA shall be liable for only the cost of a substitute for other school employees called during the course of the hearing(s).
- I. The fees and expenses for an arbitrator shall be shared equally by the parties and no claim for reimbursement for wages shall exceed the amount the grievant or grievants would otherwise have earned during the period of time the grievance was in existence.
- J. A complaint or grievance may be withdrawn at any level without prejudice. No reprisals of any kind shall be taken by or against any participant in the Grievance Procedure by reason of such participation. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- K. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discussing and having it resolved informally with the employer; provided that the CEA is given the opportunity to be present at the hearings or meetings of such grievances and that the final decision by the employer is not inconsistent with the terms of this Agreement.

- L. Any claim or grievance arising under this Contract may be processed through the Grievance Procedure until resolution. During the summer months, week days will be considered school days.
- M. All information forming the basis of a grievance filed under the Grievance Procedure will be made available to the teacher and to the CEA.

ARTICLE XII - TEACHER EVALUATION

- A. Any teacher evaluation method or procedure adopted by the Board shall contain provisions that describe the teachers' work performance.
 - 1. Evaluations shall be conducted by the Principal of the building or an administrator designated by the Superintendent.
 - 2. All evaluations shall be reduced to writing and a copy shall be given to the teacher.
 - 3. Probationary teachers shall be evaluated at least twice each year, the first evaluation by December 15th and the second by March 1st. No later than March 15th of each probationary year, a final written evaluation report shall be furnished to the Superintendent for each probationary teacher. A teacher shall have ten (10) school days to submit written comments to be attached to the evaluation.

If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.

If requested, the Board shall review with the individual teacher the basis for the non-renewal of contract.

- 4. Tenured teachers shall be evaluated at least once every two (2) years. Such evaluation shall be completed by May 1st of the year the evaluation is performed. A personal interview shall be conducted within ten (10) school days after the end of each evaluation.

The teacher shall receive a copy of the evaluation and shall have the right to make written comments in response to the evaluation. Any such comments shall be attached to the file copy of the evaluation if submitted within ten (10) school days after the interview.

5. The observation of classroom performance is not to be considered the only basis upon which a teacher is evaluated. However, each formal evaluation of a classroom teacher shall include at least one thirty (30) minute classroom observation.
 6. Evaluated teachers shall be promptly advised of any deficiencies observed or otherwise verified the expected improvements, and the consequences for failing to improve or to correct the deficiencies. They shall also be given suggestions on how to improve and reasonable time to improve or to correct any deficiencies.
- B. The subjective assessment of a teacher in an evaluation shall not be subject to the grievance procedure, but this shall not prevent a teacher from grieving a violation of the evaluation procedure established by this contract.

ARTICLE XIII -REDUCTION IN PERSONNEL

- A. It is recognized by the parties of this Agreement that such things as lack of finances, changes in educational programs, and decreases in enrollments may necessitate reduction in the teaching staff. In order to promote an orderly reduction, the following procedure will be used:
1. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a more senior tenured teacher who is certified, qualified, and available to perform the duties of the position that the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.
 2. If further reduction of teaching personnel is necessary, tenure teachers shall be laid off on the basis of the least senior tenure teacher(s) first, provided there are remaining teachers qualified to fill the vacancy thus created.
 3. A tenured teacher who is laid off or displaced has the right to be placed in a teaching position for which he/she is certified and qualified to fill and which is occupied by a teacher with less seniority. The Board will give due consideration to the teacher's expressed interests and the educational program before it determines which position the senior tenured teacher shall occupy in conformance with his/her certification and qualifications. Should a position be vacant which the teacher is certified and qualified to fill, his/her request for transfer will be honored.

4. Written notification will be given to teachers at least thirty (30) calendar days prior to the effective date of layoff.
- B. Recall shall be in inverse order of layoff provided the teacher is certified and qualified to fill a vacant position.
1. The Board shall give written notice of recall by registered or certified mail at the teacher's last known address.
 2. It shall be the teacher's responsibility to notify the Board of any change in address.
 3. Should an employee fail to report for work or provide the Board with notice of his/her intent to return within ten (10) calendar days of the receipt of recall notification, unless an extension is granted by the Board, he/she shall be considered a voluntary quit and shall thereby terminate his/her employment relationship with the Board.
 4. A teachers' name shall remain on the teacher layoff list for recall purposes for two (2) years. Thereafter, a teacher on layoff for more than two (2) years shall lose all right to recall based on seniority, but shall retain any right to recall under the Tenure Act.
- C. For purposes of this Article, "qualified" shall be defined as follows:
1. For placement in a K-6 grade level position, a teacher is qualified if the teacher has a K-8 certificate except for special education, remedial reading, music, art, or physical education where a major or minor in that subject is required.
 2. For placement in a 7-8 grade position, a teacher is qualified if:
 - a. The teacher has a K-8, 7-8, or 7-12 grade certificate and endorsement or major or minor in a specific subject area.
 - b. Or, has a minimum of one year's acceptable teaching experience during the past five (5) years in the subject area.
 - c. Or, a teacher's certification to teach in grades 7-8, but not meeting any of the above qualifications, must agree to take and satisfactorily complete a minimum of six (6) semester hours or its equivalent of academic training in that specific subject area within twelve (12) months of placement in order to be qualified for the position. The expenses of the courses will be the responsibility of the teacher.

3. For placement in a 9-12 grade level position, a teacher is qualified if the teacher has a secondary certificate for the specific subject area or possesses at least eighteen (18) semester hours or its equivalent of academic preparation in the subject area to be taught or has acceptable teaching experience of one (1) year in the specific subject area during the past five (5) years.

Requirements in 2-c pertaining to additional semester hours shall apply to this section as well.

4. Changes in the teacher certification after the first work day of the next school year following layoff shall not permit the teacher to be recalled by bumping.

ARTICLE XIV - SENIORITY

- A. Seniority is defined as continuous service with Columbia School District, beginning with the date of hire.

1. In the circumstances of more than one (1) individual teacher beginning employment on the same date, the teacher whose contract was approved at the earliest date shall be the most senior. In the event more than one (1) teacher was approved on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The CEA/JCEA and teacher so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teacher and CEA/JCEA representatives to be in attendance.
2. A teacher shall lose his/her seniority if he/she resigns, retires, or is discharged for cause. If all of the course work in Article XIII, C., 2., c. is not completed within the twelve (12) months, the teacher may be allowed additional time to complete said course work with the approval of the Superintendent, which approval shall not be unreasonably withheld. When approval is withheld, the teacher shall be allowed to displace a less senior teacher who occupies a position he/she is certified and qualified to fill, and if none, the teacher shall revert to layoff.
3. Unpaid leaves of absence less than sixty (60) teacher work days shall not serve to interrupt continuous service. Unpaid leaves of absence longer than sixty (60) teacher work days shall reduce the continuous service time by two (2) calendar days for each day of unpaid leave; provided however this provision shall be effective September 1, 1988 and shall not alter any teacher's seniority date as of that date.

4. Any teacher who shall be transferred to an administrative position shall cease to accumulate seniority in the bargaining unit while serving in such position, but shall retain all such seniority accumulated before the transfer; provided, however, that administrators hired before September 1, 1983 shall retain all bargaining unit seniority accumulated up to that date under prior agreements as interpreted by Arbitrator Lipson in his award dated April 6, 1983.
- B. The first week in November of each year, the Board shall provide the CEA and the JCEA a complete up-to-date seniority list which shall include name, certification, and the first work day in the district. Said seniority list will rank teachers according to those with most seniority to those with least seniority. As additions and deletions occur, the Board will notify the CEA President.

ARTICLE XV - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Any case of assault upon a teacher shall promptly be reported to the Board, or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault. The Board shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
- B. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, provided that the teacher has acted within the scope of Board policy and the law.
- C. The Board will reimburse teachers for any loss, up to the amount of one hundred dollars (\$100.00), for damages or destruction of clothing or personal property of the teacher while on duty in the school or on the playground as a result of vandalism or criminal acts. Teachers are expected to assume a reasonable amount of the responsibility of protecting their clothing or property.
- D. Teachers shall be expected to exercise care with respect to the safety of students and property, but shall not be held responsible by the Board except in the case of gross negligence or gross neglect of duty for any damage or loss to person or property. The Board shall provide not less than its current level of teacher liability coverage for all bargaining unit members.

- E. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned.
- F. The CEA agrees that it is the responsibility of all teachers to assist at all time in maintaining order in the building regardless of the fact that students who are disorderly may not be the responsibility of the teacher at the moment.
- G. Items above would be void if it were determined that the teacher had acted illegally or outside the scope of Board policy.
- H. The Board shall support and assist teachers with respect to the maintenance of control and discipline in the classroom.
- I. It shall be the responsibility of the Board to make the teacher aware of any precautions that must be taken for a particular student.

ARTICLE XVI - CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional programs during the normal school year and the avoidance of disputes which threaten to interfere with such operations. The CEA agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike as defined by Section 6 of the Public Employment Relations Act.
- B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this Agreement shall require the Board to keep schools open in the event of severe weather conditions or when otherwise prevented by an act of God.

When the buses do not run because of weather conditions or when schools are dismissed due to weather conditions, schools will be closed and teachers shall not be required to be on duty.

- D. When "act of God" days are made up pursuant to this Agreement or the current State Aid Act, bargaining unit members shall be required to report to work. Neither the closure of schools due to "act of God days" nor the rescheduling of such days, shall act to increase or decrease the amount of compensation due a bargaining unit member in accordance with

their step and level on the salary schedule, including all salary schedules/payments set forth in any of the Appendices A, B and C. The make up of "act of God days" shall be only as required by state law or to prevent the loss of State Aid. Days that must be rescheduled will be added to the end of the negotiated calendar.

ARTICLE XVII - NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect during its term as set forth herein or until altered in the meantime by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is expressly understood that neither party shall be required to negotiate upon any item referred to in this paragraph except by mutual consent. Specifically, it shall be construed that the discussions of the matters here above referred to need not result in a modification of the Contract, nor the entering into of formal negotiations.
- B. At least ninety (90) days prior to the expiration of the Agreement, the parties shall begin negotiations for a new Agreement.
- C. The Agreement shall not be extended beyond the termination date, except by written and signed mutual agreement.
- D. Neither party in any negotiation shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. No final agreement shall be executed without ratification by the chapter CEA and the Board of Education.

ARTICLE XVIII - PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

- B. The CEA recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely on the teaching profession and create undesirable conditions in the school building.

Alleged breaches of discipline shall be promptly reported in writing to the offending teacher and to the CEA.

- C. A teacher shall at all times be entitled to have present a representative of the CEA when he/she is being reprimanded, warned, or disciplined. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the CEA is present. A meeting must be held within five (5) days of such request. If a written report is made, a copy shall be given to the teacher and a copy may be filed in his/her personnel folder. The teacher may be required to sign said report verifying only that he/she has read the report.
- D. No teacher shall be disciplined including reprimand, suspension with or without pay, demotion or discharge without just cause. Just cause shall include, but not be limited to: (1) incompetence, (2) insubordination against the reasonable rules of the Board, (3) moral misconduct, (4) any violation of the terms of this Agreement.
- E. The Board will make every reasonable effort to use the concept of progressive discipline.
- F. Complaints made against a teacher by a parent, student, or other person, shall be called to the attention of the teacher within a reasonable amount of time.

ARTICLE XIX - ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT

- A. During the life of this Agreement, if annexation, consolidation, or reorganization with one or more districts in whole or in part is to take place, the Board agrees to notify the Association in advance so that the Association may negotiate the effect of such change upon its members prior to such annexation, consolidation, or reorganization taking place.

ARTICLE XX - MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed amendment to this Agreement.
- B. Any individual contract between the Board and individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed.

ARTICLE XXI - TEMPORARY ASSIGNMENT

- A. No teacher shall be assigned executive, administrative, or supervisory duties without their approval. When building administrators are absent, teachers may contact the secretary to find out which other administrator should be contacted for assistance.
- B. A teacher may volunteer to substitute during his/her preparation period. If a teacher volunteers or serves during an emergency per Article VI, A. HOURS, 7., he/she will be paid on a pro-rated basis of the daily rate paid to a substitute.

ARTICLE XXII - LONGEVITY

- A. All employees shall be entitled to longevity payment in accordance with the following provisions:
1. Payment of the first longevity increment in the amount of two hundred dollars (\$200.00) shall be made upon completion of fifteen (15) years of service, and each year thereafter as herein provided.
 2. Payment of subsequent longevity increments shall be made upon completion of twenty (20) years of service in the amount of three hundred and fifty dollars (\$350.00) per annum; upon completion of twenty-five (25) years of service in the amount of five hundred (\$500.00) per annum; upon completion of thirty (30) years of service in the amount of six hundred and fifty dollars (\$650.00) and infinitum and shall be inclusive of previous increments.
 3. Eligibility for payment of longevity increments shall be based upon an employee's total length of service to the school district in the bargaining unit credited from the employees' last date of hire with no break in service. Approved leaves of absence or layoff shall not constitute a break in service.
 4. Longevity payments shall be paid each payday as part of the teacher's regular earnings.

ARTICLE XXIII - DURATION OF AGREEMENT

This Agreement shall be effective September 1, 1988 and shall continue until August 31, 1991.

JACKSON COUNTY EDUCATION
ASSOCIATION

COLUMBIA BOARD OF
EDUCATION

By: Patricia A. Schopmeyer
President

By: Louis A. Shonels
President

By: Roger F. Perry
Secretary

By: Donna Green
Secretary

Dated: 2-1-89

Dated: 2-3-89

APPENDIX A
COLUMBIA SALARY SCHEDULE

1988-89

YEARS OF EXPERIENCE	BA	MA
0	19,739	20,861
1	20,271	21,569
2	20,982	22,280
3	21,807	23,109
4	22,517	24,055
5	23,462	25,116
6	24,526	26,180
7	25,472	27,365
8	26,417	28,546
9	27,719	29,846
10	28,960	31,265
11	31,436	33,847

1989-90

YEARS OF EXPERIENCE	BA	MA
0	20,923	22,113
1	21,487	22,863
2	22,241	23,617
3	23,115	24,496
4	23,868	25,498
5	24,870	26,623
6	25,998	27,751
7	27,000	29,007
8	28,002	30,259
9	29,382	31,637
10	30,698	33,141
11	33,322	35,878

1990-91

YEARS OF EXPERIENCE	BA	MA
0	22,178	23,440
1	22,776	24,235
2	23,575	25,034
3	24,502	25,966
4	25,300	27,028
5	26,362	28,220
6	27,558	29,416
7	28,620	30,747
8	29,682	32,075
9	31,145	33,535
10	32,540	35,129
11	35,321	38,031

**APPENDIX B
SUPPLEMENTARY COACHING SCHEDULE**

Based on Teacher Salary:

Head Football Coach	10%
Head Basketball Coach	11%

Based on the Years Coaching Experience in the Sport on
the BA Salary Schedule:

Football	
Assistant	7%
Head Reserve	7%
Reserve	6%
Junior High	5%
Basketball	
Assistant	7%
Freshman	6%
Junior High	6%
Baseball and Softball	
Head Coach	7%
Assistant	5%
Junior High	5%
Track	
Head Coach	7%
Assistant	5%
Junior High	5%
Wrestling	
Head Coach	10%
Assistant	5%
Junior	5%
Golf	
Head Coach	6%
Cross Country	
Head Coach	6%
Gymnastics	
	7%
Volley Ball	
Head Coach	7%
Assistant	5%
Junior High	5%
Tennis	
Head Coach	6%
Cheerleading	
High School	9%
Junior High	7%

Intramural programs approved by the Superintendent will be paid at the hourly rate of ten dollars and fifty cents (\$10.50) per hour.

APPENDIX C

SUPPLEMENTAL EXTRA DUTIES

<u>SUPPLEMENTAL EXTRA DUTY</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
* High School Band	\$ 1,178	\$ 1,249	\$ 1,324
Junior High Band	491	520	551
High School Yearbook	639	677	718
* SAE	198	210	223
* Safety Patrol	249	264	280
* FHA	249	264	280
Elementary Music	148	157	166
Junior High Student Council	198	210	223
* 9th Grade Advisor	148	157	166
* Tenth Grade Advisor	148	157	166
* 11th Grade Advisor	313	332	352
* 12th Grade Advisor	249	264	280
High School Student Council	298	316	335
National Honor Society	198	210	223
Play Production	491	520	551
* Assistant	298	316	335
Musical Production	590	625	663
* Assistant	298	316	335
Debate	639	677	718
Audio Visual Director	1,673	1,773	1,879
High School Choral	639	677	718
Junior High Choral	491	520	551
Blue and Gold	355	376	399
* Club or Activity approved by Superintendent	249	264	280
* Each Teacher			

APPENDIX D

COLUMBIA 1988-89 SCHOOL YEAR CALENDAR

M	T	W	TH	F	STUDENT & STAFF	STAFF ONLY	M	T	W	TH	F	STUDENT & STAFF	STAFF ONLY
AUGUST							JANUARY						
22	23	24	25	26	0	1	23	24	25	26	27	5	5
22	30	31			3	3	30	31				2	2
SEPTEMBER							FEBRUARY						
			1	2	2	2			1	2	3	3	3
5	6	7	8	9	4	4	6	7	8	9	10	5	5
12	13	14	15	16	5	5	13	14	15	16	17	5	5
19	20	21	22	23	5	5	** 20	21	22	23	24	4	4
26	27	28	29	30	5	5	27	28				2	2
OCTOBER							MARCH						
	3	4	5	6	7	5			1	2	3	3	3
10	11	12	13	14	15	5	6	7	8	9	10	5	5
17	18	19	20	21	22	4	13	14	15	16	17	5	5
24	25	26	27*	28	29	5	20	21	22	23*	24	5	5
31						1	27	28	29	30	31	0	0
NOVEMBER							APRIL						
	1	2	3	4	4	4	3	4	5	6	7	5	5
7	8	9	10	11	5	5	10	11	12	13	14	5	5
14	15	16	17	18	5	5	17	18	19	20	21	5	5
21	22	23	24	25	3	3	24	25	26	27	28	5	5
28	29	30			3	3							
DECEMBER							MAY						
			1	2	2	2	1	2	3	4	5	5	5
5	6	7	8	9	5	5	8	9	10	11	12	5	5
12	13	14	15	16	5	5	15	16	17	18	19	5	5
19	20	21	22	23	0	0	22	23	24	25	26	5	5
26	27	28	29	30	0	0	29	30	31			2	2
JANUARY							JUNE						
2	3	4	5	6	4	4				1	2	2	2
9	10	11	12	13	5	5	5	6	7	8	9	4	5
16	17	18	19	*20	4	5	**+12*	+13*	+14*	+15*	+16		
TOTALS					89	92	TOTALS					91	92
							GRAND TOTALS					180	184

** RECORDS DAY 1ST & 2ND SEMESTER
 *** FEBRUARY MONDAY
 **** GOOD FRIDAY
 *- 1ST & 3RD MARKING PERIODS END
 ** SNOW DAY MAKE-UP DATES

○ = STAFF ONLY
 □ = STUDENT & STAFF VACATION
 ▨ = 1/2 DAY STUDENTS - ELEM. FULL DAY STAFF AND SECONDARY STUDENTS

APPENDIX E

COLUMBIA SCHOOL DISTRICT

APPLICATION FOR PERSONAL LEAVE DAYS

In accordance with the provisions in the Master Agreement, Article IX, Section 2, adopted by the Board of Education and Columbia Education Association, I hereby make application for use of _____ personal leave day(s) with pay for the dates indicated below. The day(s) does/do not precede or follow a holiday or vacation period or the first or last day of school.

DATE OF REQUEST (at least 48 hours advance notice) _____

DATE OF LEAVE _____ A.M. _____ P.M. _____ All day _____

Reason: (Please check one.)

_____ Personal Leave (48 hours notice)
(Personal and Business Matters)

_____ Personal Leave (Emergency)

Signed _____
(teacher)

The above request for personal leave day(s) with pay is:

APPROVED _____

NOT APPROVED _____

DATE _____

Signed _____
(principal)

Copies filed with Administration Office and teacher.

