AGREEMENT

By and Between

COLUMBIA EDUCATION ASSOCIATION
JCEA / MEA / NEA

and

COLUMBIA SCHOOL DISTRICT
BOARD OF EDUCATION

Jackson County, Michigan

July 1, 2022 – June 30, 2025

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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 computers, typewriters, copy equipment, calculators, 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 the repairs of said equipment should an incident occur while used 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 and email 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 one 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.

I. The President of the CEA shall have three (3) business days to use on CEA and Columbia School business and additional days as mutually agreed necessary.

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, if 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, except for 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.

F. Each Association member shall have the right to request that their paycheck, in full or in part, be deposited electronically into the financial institution of their choice.

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
PAYROLL DEDUCTION AND ASSOCIATION NOTIFICATION

A. Payroll deductions will be made when properly authorized by the teacher, insurance as covered in Article X, credit union, and tax-sheltered annuities.

B. The District will notify the President and Treasurer of any new employee within 5 days of their hire date.

ARTICLE VI
MENTOR TEACHER

A. **Definition**:

1. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code.

2. A Mentee shall be defined as a bargaining unit member in his/her first three (3) years in the classroom, or a reassigned tenured teacher, as needed, or a newly hired teacher with previous experience during their first year in the District who has been assigned a Mentor Teacher. The Mentor Teacher shall be available to provide professional support, instruction, and guidance. The purpose of the assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

B. **Assignment**:

1. A Mentor Teacher shall be assigned in accordance with the following:

   a. The Mentor Teacher shall be a tenured teacher.
   b. Participation as a Mentor Teacher shall be voluntary. Mentor teachers shall be paid one hundred dollars ($100.00) per school year.

   c. Whenever practical, the Mentor Teacher shall work in the same building and shall have the same certification or similar specialty as a Mentee.

   d. Neither the Mentor Teacher nor the Mentee shall participate in the evaluation of the other.

   e. The Association shall be notified in a timely manner of all mentor assignments.

2. The Mentor Teacher assignment shall be for one year subject to review by the Mentor Teacher and Mentee after the first semester. The appointment may be renewed in succeeding years. Either party can request a change in their Mentor/Mentee assignment. Only one such request shall be made during any school year.

ARTICLE VII
WORKING CONDITIONS

A. **Hours**:

1. The normal school day, including lunch and break periods, shall not exceed seven hours and fifteen minutes for secondary teachers and seven hours and twenty-five minutes for elementary teachers. ~~Elementary teachers shall not be required to report before 7:55 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.~~

2. 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.

3. Teachers will be required to attend staff meetings for a total of no more than one (1) cumulative hour each month during the school year.

4. 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.

5. Teachers shall be at their assigned place of duty, or in their classroom, not later than ten (10) minutes before school begins.

	Teacher Arrival	School Starts	School Dismisses
Junior High &High School	7:35	7:45	2:35
Elementary	7:45	7:55	2:55

6. The normal weekly teaching load in the elementary schools will not exceed six (6) hours of pupil contact per day.

7. 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.

8. Assignment to supervise a study hall and/or noon duty shall be considered a teaching period for the purpose of this Article.

9. 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 (40) minutes at the elementary level.

10. 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 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.

11. 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.

12. Teachers shall supervise class during assemblies, but shall not be required to attend assemblies during their preparation time.

13. 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 not more than three (3) times per school year unless approved by the Superintendent and provided they do not interfere with building staff meetings.

14. Whenever possible, in cases of absence, a secondary teacher shall notify the substitute service 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.

15. The Board shall guarantee each elementary teacher two hundred (200) minutes 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.

16. Teachers shall attend parent/teacher conferences and open houses. All other school functions beyond the hours specified in this section are optional.

17. Prior to scheduling a split grade or class at the secondary level, the CEA and affected teacher(s) will be consulted.

18. Pictured Columbia School District employee identification cards may be used by teachers to attend school sponsored athletic events free of cost. Teachers admitted free of charge will assist in maintaining order if necessary and feasible.

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**:		
	Kindergarten	15	22
	First-Second	15	22
	Third-Sixth	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
	Health/Physical Education	18	25
	Art	18	25
	Computer Lit/CAD	21	23*
	Business Technology	19	21*
	Technology Education	15	20
	Drafting	15	24
	Vocational Shops	15	20
	Life Management	15	20
	Options School	10	20

*Number of students assigned to each class shall not exceed computer workstations.

		OPTIMUM	MAXIMUM
c.	**Special Education**:	10	15

Prior to mainstreaming any special education student 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 to capitalize on and not disturb the receiving teacher's normal schedule of classroom activities.
To evenly distribute the class load of mainstreamed Emotionally Impaired/ Cognitively Impaired special education students, or severe behavior problems (identified as students who have ten (10) or more teacher or administrator discipline referrals from the previous year or current year). Said students shall be assigned to teachers in the affected grade and/or subject areas on a rotating basis in each building. The rotation list shall continue from year to year.
Secondary Cognitively Impaired students will be assigned to sections of the same subject on an alternating basis to preserve equal distribution.
The number of CI, EI, LD and students who are identified with severe behavior problems who are assigned to an elementary class or to a math, science, English, or social studies course at the secondary level shall be distributed amongst the grade or course sections in the building evenly so that the number of such students assigned to any class shall not exceed by more than two (2) the number of such students assigned to any other section of the same grade. At the secondary level, other than co-taught classes, the number of students identified with severe behavior problems, EI, CI and LD students assigned to math, science, English or social studies course shall be distributed evenly amongst the course selections in the building so that the number of such students assigned to any other section shall not exceed by more than two (2) the number of students assigned to any other course. The Association and Administration agree that the secondary level schedules will be rearranged when possible (i.e.- having only two drama sections may cause a movement issue).

C. **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 lunchrooms, restrooms, and lavatory facilities exclusively for employee use.

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/memo board 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 software, books, paper, ball-point pens, 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.

D. 1. **Least Restrictive Environment / Medically Fragile**: The Columbia School District shall continue to include the involved teacher in the IEPC process in accordance with Special Education Rules and Regulations. Substitutes will be provided for meetings scheduled during the school day. Teachers attending meetings that last longer than fifteen (15) minutes past the end of the school day or that are scheduled during their preparation period shall be reimbursed at the supplemental teaching rate established in Article XI, Section G.

2. On a case-by-case basis, the building principal and the teacher(s) who will be providing instructional services to a handicapped student will mutually determine what ongoing training, observation opportunities, and other support shall be provided to the teacher. Such support shall be provided in a timely manner, at no expense to the teacher, and with release time as appropriate.

3. A regular classroom teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions or render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition, except in emergency situations. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition.

4. It is in the interest of both parties to jointly establish and implement procedures, guidelines and working conditions to promote the quality of education for special students enrolled in the Columbia School District as a result of the least restrictive environment/medically fragile initiative. In the event problems arise, both parties agree to work cooperatively and bargain to find a solution to the problem. In no case shall the Columbia School District be prevented from fulfilling the requirements of law.

E. **Mandates**: It is in the interest of both parties to jointly establish and implement procedures, guidelines and working conditions for mandated changes in the school code.

1. In the event problems arise in the area of Academies or Mentor Teachers in the school code, the parties agree to work cooperatively and bargain to find a solution to the problem.

2. The parties agree to negotiate the requirements in good faith to comply with NCLB. All personnel will be "Highly Qualified."

F. **Alcohol/Drug Abuse**: Quality education is not possible in an environment affected by drug or alcohol use.

A teacher having an illness or other problem relating to the use of alcohol or other drugs will receive the same careful consideration and offer of assistance that is presently extended to professional staff members having any other illness.

The responsibility to correct unsatisfactory job performance or behavior resulting from alcohol or drug use rests with the teacher. The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol by any teacher at any time while on District property or while involved in any District-related activity or event. Any staff member who violates this requirement shall be subject to disciplinary action in accordance with District guidelines and the terms of the collective bargaining agreement.

G. **Communicable Disease**: At the request of a teacher, a Hepatitis B Vaccine will be provided at no cost.

ARTICLE VIII
CALENDAR

The 2022-2023 school calendar shall be set forth in Appendix D. The Board and/or their representative shall meet with the CEA president and/or representative 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 2022-2023 calendar shall follow the agreed upon common county calendar and provide 180 student days and 185 teacher days.

ARTICLE IX
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 VII, C.

B. 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. In the elementary schools only, and only with respect to positions vacant between June 1 and August 5, the vacant position shall be the position that is posted. 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. If 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. Current bargaining unit members who apply for a posting will be interviewed by administration prior to outside applicants. 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. Any unsuccessful applicant shall be entitled to a written statement of the reason from the Superintendent or designee for not being selected.

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. For supplementary positions listed in Appendices 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 is

provided the member. The qualifications for a supplementary position shall be as set forth below in Paragraph I.

F. 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.

G. 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.

H. **Options School**: It is the Board's intent to provide certified and qualified teachers at the Options School in the areas of Language Arts, Math, Science and Social Studies. To that end, vacancies at the Options School shall first be posted.

ARTICLE X
LEAVES OF ABSENCE

A. **PAID LEAVES**:

1. **Sick Leaves:**

Staff will have the choice of either Sick Plan A OR Sick Plan B. Notice of Choice must be submitted to the District Office by August 15th of each year. If a choice is not elected, in writing, Plan A shall be the default plan.

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 and eighty-five (185) days. Teachers with more than one hundred and eighty-five (185)

days may use the days, but once at or below that level, one hundred and eighty-five (185) becomes the new cap for those teachers.

b. **Plan B 5 Day Plan**- Staff may use the five (5) day plan at their discretion. Notice of choice of plan must be submitted, in writing, to central office by August 15th of each year. The five (5) days do not accrue if not used by the end of the year. Staff may use their accumulated days in their sick bank for illness, appointments, etc. Staff is discouraged from taking days off during the first and last week of school. Unused days will be put into the teacher's sick bank.

c. 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.

d. 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 for up to one additional year. Any request for further extension may be granted by the Board. A physician's report, at the teacher's expense, shall be given to the Superintendent indicating need for leave extension.

e. 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.

f. 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 total per teacher per school year for all serious illness in the immediate family. Further leave may be granted at the discretion of the Superintendent.

g. 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, grandchildren, and relatives living in the same household and step-relatives as listed in this section.

h. 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.

i. If there is reason to suspect abuse of sick leave, the Board may request a statement by the member's physician.

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 days are subject to Sections b. and c. of this Article. At the termination of each school year, unused personal days shall accrue as a part of the teacher's accumulated sick leave.

b. Personal leave days shall be granted for business and personal matters that cannot be taken care of outside of school hours. Personal leave days cannot be used for non-essential purposes.

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, apply for such leave within the prescribed limits of this Article, he/she must submit the application the day he/she returns 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., or to testify on behalf of the Association in a case involving the Association 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.

f. A maximum of three (3) days per school year (not to be charged against sick time) 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 bereavement leave may be granted at the discretion of the superintendent to be deducted from sick leave.

B. UNPAID LEAVES:

The Employer shall comply with the provisions of the Family and Medical Leave Act (FMLA) of 1993 as well as the following provisions.

1. Child Care and Adoptive Leave:

a. A leave of absence shall be granted to any teacher for the purpose of childcare for up to one year. 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 childcare/adoptive leave shall be extended for an additional year upon written request of the teacher.

d. Failure to return from childcare/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. If there is reason to suspect abuse, the Board may have the teacher examined by a physician of its choice at its expense. If physicians from the teacher and the Board have different opinions, then a third mutually agreed upon physician will be selected to render a final opinion. The cost of the third physician will be split between the parties.

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 USERRA and Michigan Law (MCL 32.271, et seq., MCL 35.351, et seq., and PA 145 of 1943 of School Code, 388.421, et seq.).

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 may 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 as 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 commenced 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 XI
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 three (3) years of past full-time teaching experience (and may in the discretion of the Board be granted up to ten [10] years of past full-time teaching experience). 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. The CEA will be notified of new teacher hires, their experience credit and placement on the salary schedule.

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-five (185) days.

F. Teachers who are asked and agree to perform to do extra duty during the summer months shall be compensated at the supplemental teaching rate.

G. The supplemental teaching rate shall be compensated at the rate of thirty-five dollars ($35.00) per hour. The rate shall be increased by the percent increase of the salary.

H. 1. 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 sixty-one dollars and three cents ($61.03) per semester hour earned beyond permanent certificate requirements. This amount is to be paid upon submission of proof of grade (2.67 or better) or transcript. The submission for payment must be turned in to the administration office by September 30th to be paid in October or in the month of December payment to be made in January. There will be no reimbursement for classes submitted over one year after completion. This is an off-schedule payment and is not to be construed as a permanent part of the salary schedule.

2. Teachers will submit, by June 1st of the prior school year, their intentions of courses they plan on taking during the school year. This submission is strictly for budget purposes and is not intended to limit the reimbursement of classes actually taken.

I. **Insurance**:

1. The Board shall provide insurance under a MESSA PAK either Plan A or Plan B below as selected by the employee, subject to the employee contribution and other provisions of this Paragraph I. Health, Dental, and Vision insurance may cover the employee and his/her spouse and dependents.

PLAN A

Effective 1-1-2022 Jackson County Insurance Consortium Benefits:

MESSA Choices II	$500/$1000 Deductible Saver RX $20 Office Visit $25 Urgent Care $50 ER
	Or
MESSA Choices II	$1000/$2000 Deductible Saver RX $20 Office Visit $25 Urgent Care $50 ER
	Or
MESSA ABC 1	HSA with $1400/$2800 Deductible
	Or

Essentials by MESSA	$375/$750 Deductible; 20% Coinsurance Essentials by MESSA 3 Tier RX $25 Office Visit $50 Urgent Care $200 ER
Delta Dental Plan (COB)	100/80/80 $2000 annual for Class I, II, III 80% Ortho, $2000 lifetime max
MESSA Life and AD&D	$30,000
MESSA VSP	2 Silver
MESSA Negotiated LTD	66 2/3%, $7000 maximum 90 Calendar Day Modified Fill. Freeze on offsets; Alcohol/Drug and Mental/Nervous same as any other illness

PLAN B

Delta Dental Plan (COB)	100/80/80 $2000 annual for Class I, II, III 80% Ortho, $2000 lifetime max
MESSA Life and AD&D	$35,000
MESSA VSP	2 Silver
MESSA Negotiated LTD	Same as Plan A

1. Employees electing Plan B above shall receive a cash option according to the following:
   0-5 members choosing Plan B shall receive $325 for 12 months
   6-9 members choosing Plan B shall receive $400 for 12 months
   10 or more members choosing Plan B shall receive $500 for 12 months.

   The Employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue code and is agreeable to both the Association and Board.

2. Employees electing Plan A above agree that the Board shall be responsible for paying eighty percent (80%) of the annual premiums for medical, insurance coverage, and one hundred percent (100%) of the dental, vision, LTD and Life insurance while the employee shall be responsible for the remaining twenty percent (20%) of the medical, insurance premiums.

3. 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 or Plan C 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 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

The District shall pay the premiums for Plan A or Plan B. The Board will be responsible for providing insurance information applications and claims materials as they are available from the insurance carrier.

4. **Stop Loss for Saver Rx Drug Card**

Employee will pay first $500/$1,000 of $10/20 co-payment stop loss each plan year (January – December) and the District will pay second $500/$1,000 of co-payment stop loss each plan year (January – December). The District will not pay cost difference between brand name and generic if brand name is not medically necessary.

5. 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 as provided in Paragraph I.

6. Should any specific form of national and/or state health insurance coverage be provided to the employees covered under this Agreement by a federal and/or state law, or in the event there is a change in the tax status of benefits that would adversely affect bargaining unit members, the parties agree to meet to negotiate over the impact of the change(s).

J. Part-time teachers shall receive pro-rated fringe benefits based on the time they work.

K. The District will provide an IRS Qualified Section 125 for childcare and medical expenses and will maintain a Flexible Spending Account for health and dependent costs. Premium contributions will be paid by an approved IRS 125 Plan, so payments are made with pre-tax dollars.

L. A teacher who retires with fifteen (15) or more years of teaching experience in this school district and is eligible for benefits from the Michigan School Employees State Retirement System and has not been a Master Teacher, shall receive an amount equal to forty-five dollars ($45.00) for each day of accumulated but unused sick leave as of the teacher's retirement.

M. Master Teacher Program

1. Any teacher who has been employed by the Columbia School District as a teacher for at least fifteen (15) years or is on the final step of the salary schedule shall be eligible to participate in the Master Teacher Program for one (1) year during the teacher's employment with the District.

2. An eligible teacher may elect to participate in the Master Teacher program by notifying the Superintendent in writing not later than May 15th of the year preceding the Master Teacher Year. A teacher may elect to be in the Master Teacher Program only once during the teacher's employment with the District.

3. A Master Teacher and the District shall execute a Master Teacher Contract for an amount equal to one-seventh (1/7th) of the teacher's annual salary as compensation for either teaching a class during the teacher's preparation period or performing additional duties such as resource consultant, curriculum development or staff professional development. The District shall determine whether the teacher will teach a class during the teacher's preparation period or perform other duties but the other duties shall be subject to mutual agreement of the District and the teacher.

4. A Master Teacher who teaches a class during the teacher's preparation period shall be paid the Master Teacher compensation during the Master Teacher year as an addition to the teacher's salary payments. The compensation for all other Master Teachers shall be paid in one check in June at the end of the Master Teacher year.

5. Master Teacher compensation shall only be paid for duties actually performed. If a Master Teacher for any reason, including death or disability, performs only a part of the duties required by the Master Teacher Contract, the compensation shall be prorated based on the duties actually performed. Pro-ration does not apply to daily absences but does apply to extended absences.

ARTICLE XII
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, or any grievance for which another remedial procedure is established by law or by regulations having the force of law, 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, or reassign.

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 within twenty (20) days from the date of the Board's written decision at Level 3 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, weekdays 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 XIII
TEACHER EVALUATION

Evaluations shall be conducted according to the Teacher Tenure Act and Board Policy in a fair, uniform, and transparent manner.

ARTICLE XIV
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. To promote an orderly reduction, teaching staff will be laid off according to the Teacher Tenure Act and Board Policy.

1. Written notification will be given to teachers at least thirty (30) calendar days prior to the effective date of layoff.

ARTICLE XV
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.

3. Unpaid leaves of absence less than sixty (60) teacher workdays shall not serve to interrupt continuous service. Unpaid leaves of absence longer than sixty (60) teacher workdays 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 JCEA a complete up-to-date seniority list which shall include name, certification, and the first workday 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 XVI
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 fifty dollars ($150.00), 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 damages 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 times 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 XVII
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 school 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 Appendix's 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 XVIII
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 XIX
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 always 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. Teachers will not be disciplined for a reason that is arbitrary or capricious. This shall not apply to the non-renewal of a probationary teacher.

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.

G. Professional Attire- It is expected that all staff will dress in a professional manner. This may include jeans of a professional nature. It is strongly encouraged by the CEA and administration that prudent decision making is used when choosing jeans. (i.e. - no holes, clean, appropriate length etc.).

ARTICLE XX
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.

B. An *Emergency Financial Manager* appointed to the district under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate collective bargaining agreement as provided in Local Government and School District Fiscal Accountability Act.

ARTICLE XXI
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.

F. Professional Development: Administration shall designate two (2) district professional development days as a FLEX professional development day. On the predetermined FLEX PD Day, staff may choose to complete district provided PD work on site or off site. Staff choosing to complete their FLEX PD Day off site shall be responsible for collecting evidence of their PD work.

G. Tenured staff shall not be mandated to turn in lesson plans to supervisors. Two exceptions shall be allowed for this provision - 1. Teaching staff that are given an Individualized Development Plan may be asked for daily lesson plans. 2. Non-tenured staff may be asked to turn in daily lesson plans. All staff shall have a one-day emergency lesson plan filed with their building office at all times and produce lesson plans on the day of an evaluation.

H. Teaching staff shall be issued, on a yearly basis, a complimentary family pass to the district Fitness Center. The family pass shall cover staff member, spouse, and all dependent children of the family (7th grade and above).

I. Teaching staff shall be issued, on a yearly basis, a complimentary family athletic pass to all home athletic events. Family pass shall cover staff members, spouse, and all children of the family. State level events are exempt (i.e. - District, Regional etc.)

ARTICLE XXII
TEMPORARY ASSIGNMENT

A. No teacher shall be assigned executive, administrative, or supervisory duties without his/her 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 substitutes during their prep period, he/she will be paid $20.

ARTICLE XXIII
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 eight hundred dollars ($800.00) shall be made at the beginning of the school year following completion of fifteen (15) years of service, and each year thereafter as herein provided.

2. Payment of subsequent longevity increments shall be made at the beginning of the school year following completion of twenty (20) years of service in the amount of one thousand dollars ($1,000.00); at the beginning of the school year following completion of twenty-five (25) years of service in the amount of one thousand five hundred dollars ($1,500.00); at the beginning of the school year following completion of thirty (30) years of service in the amount of two thousand dollars ($2,000.00); ad 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 the first pay in December and the first pay in June..

5. Up to one (1) year of approved leave of absence will be credited toward longevity. No credit will be granted for leaves of less than sixty (60) days or for accumulative leave totals of more than one (1) year. This section of Article XXIII does not apply to the seniority provisions.

ARTICLE XXIV
DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2022, and shall continue until June 30, 2025

JACKSON COUNTY EDUCATION ASSOCIATION

By: _____
JCEA President

By: _____
Columbia EA Co-Presidents

By: _____
MEA UniServ Director

COLUMBIA BOARD OF EDUCATION

By: _____
Superintendent, Columbia School District

By: _____
Board of Education President

By: _____
Board of Education Secretary

APPENDIX A - SALARY SCHEDULE

2022-2023

One step for all eligible bargaining unit members and 4% increase on schedule.

Years of Experience	BA	MA	BA+60 / MA+30
0	44,296	46,927	47,865
1	46,167	49,145	49,636
2	48,400	51,508	52,024
3	50,495	54,009	54,550
4	52,692	56,509	57,076
5	54,622	59,025	59,618
6	57,233	61,576	62,193
7	59,547	64,017	64,658
8	61,958	66,891	67,559
9	64,505	69,705	70,401
10	67,746	73,247	73,980
11	70,124	75,770	76,528
12	71,882	77,667	78,444
13	73,632	79,560	80,355

Members shall receive a five hundred dollar ($500) off schedule payment.

APPENDIX A - SALARY SCHEDULE

2023-2024

One step for all eligible bargaining unit members and 2.5% increase on schedule.

Years of Experience	BA	MA	BA+60 / MA+30
0	45,403	48,100	49,062
1	47,321	50,374	50,877
2	49,610	52,796	53,325
3	51,757	55,360	55,914
4	54,009	57,922	58,503
5	55,988	60,5014	61,108
6	58,664	63,115	63,748
7	61,036	65,617	66,274
8	63,507	68,563	69,248
9	66,118	71,448	72,161
10	69,439	75,078	75,830
11	71,877	77,665	78,442
12	73,679	79,609	80,405
13	75,473	81,549	82,363

Members shall receive a five hundred dollar ($500) off schedule payment.

APPENDIX A - SALARY SCHEDULE

2024-2025

One step for all eligible bargaining unit members and 2.0% increase on schedule.

Years of Experience	BA	MA	BA+60 / MA+30
0	46,311	49,062	50,043
1	48,267	51,381	54,392
2	50,602	53,852	54,392
3	52,793	56,466	57,032
4	55,089	59,081	59,673
5	57,107	61,711	62,331
6	59,837	64,378	65,023
7	62,257	66,929	67,600
8	64,777	69,934	70,633
9	67,440	72,877	73,604
10	70,828	76,580	77,347
11	73,315	79,218	80,010
12	75,152	81,201	82,013
13	76,982	83,180	84,011

Members shall receive a five hundred dollar ($500) off schedule payment.

\

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%	
Middle School	5%	
Basketball		
Assistant	7%	
Freshman	6%	
Middle School	6%	
Middle School (Teams A & B)	6%	
Baseball and Softball		
Head Coach	7%	
Assistant	5%	
Middle School	5%	
Track		
Head Coach	7%	
Assistant	5%	
Middle School	5%	
Wrestling		
Head Coach	10%	
Assistant	5%	
Middle School		5%
Golf		
Head Coach	6%	
J.V./Assistant	4%	
Cross Country		
Head Coach	6%	
J.V./Assistant	4%	
Middle School	5%	

APPENDIX B
SUPPLEMENTARY COACHING SCHEDULE - Page 2

Gymnastics	7%
Volleyball	
Head Coach	7%
Assistant	5%
Freshman	5%
Middle School	5%
Tennis	
Head Coach	6%
J.V./Assistant	4%
Cheerleading	
Head Coach	7% *
Assistant	5% *
Middle School (7th & 8th)	4% *
Soccer	
Head Coach	7%
Assistant	5%
Bowling	
Head Coach	6%

Intramural programs approved by the Superintendent will be paid at the hourly rate of eleven dollars ($11.00) per hour.

* For Each Season – Fall and Winter

** Schedule B payments shall be paid as follows: Fall Sports paid last pay November
Winter Sports paid last pay in March
Spring Sports paid last pay in June

APPENDIX C
SUPPLEMENTAL EXTRA DUTIES

**Fee based Club programs shall no longer pull students during the school day for club sponsored activities. Fee based activities are strictly before or after school events and shall not impact the student academic school day. Enforcement of this provision shall fall to the building principal. The percentages in this Appendix are based on years of experience BA 0 through BA 4.

High School Band ♦		6%
Middle School Band		2%
Jazz Band		1%
High School Yearbook		3%
SAE♦		1%
Safety Patrol♦		1%
FHA♦		1%
Elementary Music		3%
Elementary Student Council♦		2%
Middle School Student Council		2%
9th Grade Advisor♦		1%
10th Grade Advisor♦		1%
11th Grade Advisor (Two [2] Advisors)		2%
12th Grade Advisor♦		2%
High School Student Council		2%
National Honor Society		2%
National Junior Honor Society		1%
Play Production		3% per production
Play Production Assistant♦		2% per production
Musical Production		3% per production
Musical Production Assistant♦		2% per production
Choreographer		1%
Orchestra Pit Conductor		2%
Debate		3%
Audio Visual Director		7%
High School Choral		3%
Middle School Choral		2%
Blue and Gold		2%
Robotics (one per building)	K-8 4%	9-12 6%
Club or Activity approved by Superintendent♦		1%
Department Heads		2%
(4 Dept. Heads at each building 1 per grade level/department)		
Academic Games Coach (one per building)		4%
School Improvement Committee Chairs		4%
(Up to 4) *must attend year end meeting as part of the duties		
Master Teacher		14.2%*
Required Overnight Academic/Classroom Fieldtrips		$101.50 per night
Test Coordinator Fall and Spring		$25 per hour
School Improvement Coordinator		5%
EXTRA DUTY PAY-		$35 per hour

Virtual School Caseload (Virtual Academy +regular student caseload)	180-249 = 1% 250-299 = 2% 300-349 = 3%

♦ Each teacher – there will be only one paid advisor unless the Superintendent approves an additional person in advance.

* Of teacher's annual salary

** Schedule C payments shall be made as follows: 1st pay in December and 1st pay in June

APPENDIX D
2021-2022 CALENDAR

APPENDIX E
PERSONAL DAY REQUEST FORM

APPLICATION FOR PERSONAL LEAVE DAYS

In accordance with the provisions of the Master Agreement, Article IX, Section A-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 date indicated below. The day(s) does/do not precede or follow a holiday or vacation period or the first or last day of school. The day(s) will not be used for non-essential purposes.

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

DATE OF LEAVE _____ a.m. _____ p.m. _____ ALL DAY _____

NOTICE (please check one)

____ 48 hours' notice given

____ 48 hours' notice not given (emergency)

REASON (please check one)

_____ business/legal matter

_____ necessary obligation/responsibilities

_____ education requirement

_____ compelling family/personal need

Signed _____
(Teacher)

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

APPROVED _____ **NOT APPROVED _____**

DATE: _____ SIGNED: _____
(Principal)

APPENDIX F
GUIDELINES FOR ELEMENTARY DAY

A. Students go to art:
   - one (1) 40-**minute** period every 4th day

B. Students go to Music:
   - one **(1)** 40-minute periods every 4th day

C. Students go to Physical Education:
   - one (1) 40-minute periods every 4th day

D. Students go to Technology:
   - One (1) 40-minute period every 4th day

E. Teacher prep time:
   - Special time every day for forty (40) minutes

APPENDIX G
Letter of Agreement

between

Columbia School District

And

Columbia Education Association

RE: Emergency Financial Manager

An *Emergency Financial Manager* appointed to the District under the Local government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in Local government and School District Fiscal Accountability Act."

This clause is included in this Agreement because it is legally required by State Law. The parties did not agree to this provision. By signing this agreement, the Union does not agree or acknowledge that this provision is binding either on the Union or on the Employer. The Union reserves all rights to assert that this clause is unenforceable.

FOR THE UNION:

Marcy Hartung
UniServ Director
Michigan Education Association

Date

FOR THE DISTRICT:

Pam Campbell
Superintendent
Columbia School District

Date

APPENDIX H
Letter of Agreement

Letter of Agreement
Between
Columbia School District
And
Columbia Education Association

During the course of bargaining the 2015-2016 collective bargaining agreement it was agreed that extra duty that teachers perform should be recognized, and a procedure put in place to manage that recognition.

Extra Duty will be inclusive of, but not limited to the following:

a. When requested by administration to cover another teacher's class on your prep hour.
b. Math, Science, Geography, Literacy and Nursery Rhyme Nights.
c. No substitute available and you are asked to cover another class or have half of another teacher's class.
d. When requested by an administrator to write a grant.
e. When requested by an administrator to work on school improvement or run testing data.
f. Other administrative requests such as, but not limited to lengthy cost analysis, covering a game.

This does not include positions that are already being paid on Schedule C or in addition to the summer work stipend.

If an administrator requests you do any of the above, the form on the following page should be used.

For the Association

For the District

Extra Duty Request Form

Date _____

_____has been requested to _____

_____

And will be paid at the contractual extra duty rate. The estimated time for this project is _____

_____.

Administrator's Signature

_____

Teacher's Signature

_____

*** If the project above project takes additional time, the employee will contact the administrator for approval.

Estimated additional time_____

Employee's Initial _____ Date_____

Administrator's Initial _____ Date_____

For administrative use only

Funding Source

_____ General Fund
_____ At Risk
_____ Title
_____ Athletic