

**AGREEMENT BETWEEN THE
COLUMBIA SCHOOL DISTRICT NO. 93 AND
THE COLUMBIA MISSOURI NATIONAL EDUCATION ASSOCIATION
JULY 1, 2018 - JUNE 30, 2019**

This Agreement is entered into between the Columbia School District No. 93 (hereinafter the “District”) and the Columbia Missouri National Education Association (hereinafter the “CMNEA”), an affiliate of the Missouri National Education Association this 8th day of May, 2018. The term of Agreement shall begin July 1, 2018 and shall end June 30, 2019.

ARTICLE I DEFINITIONS

Section 1.1 “Bargaining Unit.” The defined group of employees identified in Section 2.1 of this Agreement represented by the CMNEA in negotiations for a collectively bargained agreement with the District.

Section 1.2 “CMNEA.” Columbia Missouri National Education Association, the CMNEA elected by employees in the bargaining unit to represent the unit to negotiate a collectively bargained agreement with the District.

Section 1.3 “District.” The Columbia Public School District No. 93, the Board of Education and its administration, collectively.

Section 1.4 “Board” or “Board of Education.” The representative body elected by the registered voters of the Columbia School District of Boone County to exercise general supervision over the schools of the District, and to ensure that the schools are maintained as provided by the state statutes, the rules and regulations of the Missouri State Board of Education and/or the Missouri Department of Elementary and Secondary Education, and the policies, rules and regulations of the District in a manner accountable to the electorate, and responsive to the educational needs and the imposed financial constraints of the District.

Section 1.5 “Parties.” The District and Columbia Missouri National Education Association, collectively.

Section 1.6 “Proposal.” A submission requesting a change in a term or condition of employment for members of the bargaining unit or term of this Agreement, concise and sufficiently limited in scope so as to include only a single, concise issue, presented by either party, for negotiation under the terms of this Agreement.

Section 1.7 “Day.” A regular school day when school is in session.

Section 1.8 “Member.” Any full-time (.80 or greater FTE) instructional employee of the Columbia Public Schools who is required by law/or district policy to hold a teaching certificate to serve in his/her position, including classroom teachers, career center teachers, academic counselors, speech and language pathologists, librarian/media specialists, and clinical associates.

ARTICLE II RECOGNITION

SECTION 2.1 Recognition. The District recognizes the CMNEA as the exclusive bargaining representative of: “all full-time (.80 or greater FTE) instructional employees of the Columbia Public Schools who are required by law/or district policy to hold teaching certificates to serve in their positions, including classroom teachers, career center teachers, academic counselors, speech and language pathologists, librarian/media specialists, and clinical associates.”

The CMNEA was certified as the exclusive bargaining representative of the above-described unit by the District’s Board of Education, following an election by those employees in the unit on the 11th day of October, 2012.

SECTION 2.2 Publication of the Agreement. Within 15 days of final approval of this Agreement by both Parties, this Agreement will be placed on the District’s website and will be made available in print following appropriate request. Whenever any primary teaching contract is issued to a member of the bargaining unit, the contract will be accompanied by a notice of where this Agreement can be located on the District website.

ARTICLE III NEGOTIATION PROCEDURES

SECTION 3.1 Term of Agreement. This Agreement shall be in effect from July 1, 2018, or such later date as may be shown above through June 30, 2019. All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and the CMNEA. The Parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.

SECTION 3.2 Establishment of Ground Rules. Specific rules for the conduct of the negotiations consistent with policies and parameters established by the Board will be established by agreement of the Parties, if possible, by January 15th.

SECTION 3.3 Contract Ratification. All members of the Bargaining Unit shall be permitted a reasonable opportunity to vote on ratification of this Agreement. CMNEA will notify the Board, via the Superintendent, in writing of the outcome of the vote. If ratified by the Bargaining Unit, the Agreement will be submitted to the Board of Education for approval.

SECTION 3.4 Reopeners.

1. **Salary Schedule.** Article VI, Section 1 relating to salary schedules for members of the Bargaining Unit may be reopened for negotiations each school year pursuant to the procedures of this Agreement. In addition to consideration of operation of the salary schedule (Exhibit A), modifications to the existing salary schedule will be considered.
2. **Other Proposals.** During the term of this Agreement, each school year, either party may negotiate any current Agreement language changes to provisions in Articles I through IV. In addition to Article VI, Section 1, Salary Schedule, either party may make up to seven proposals related to working conditions and/or compensation of the Members of the Bargaining Unit or the language of this Agreement. Nothing shall compel either party to agree to reopen or renegotiate the Agreement except as provided for in this Agreement.

SECTION 3.5 Contractual Amendments. Nothing shall compel either party to re-open the Agreement except as provided in Section 3.4 of this Agreement unless a provision shall be deemed unlawful by a court of competent jurisdiction. Any section found to be unlawful by a court of competent jurisdiction shall be bargained. Bargaining on that section only shall commence within sixty (60) days of the determination that the section(s) is unlawful by a court order. Bargaining shall conform to the procedures outlined in this Agreement. The bargaining on any amendments is limited to thirty (30) days and shall follow the process for bargaining outlined in this Agreement.

ARTICLE IV DISTRICT RIGHTS AND AUTHORITY

SECTION 4.1 Agreement Consistency with Board Policy. The CMNEA and the District agree to follow the terms of this Agreement to the extent the terms of this Agreement are consistent with the terms of the Board of Education policies and/or regulations and applicable law. In the event of a conflict or inconsistency in the terms of this Agreement and Board policies and/or regulations, this Agreement shall govern. In the event of a conflict or inconsistency in the terms of this Agreement and applicable law, applicable law shall govern. The Board of Education shall have the sole discretion to determine if the terms of this Agreement conflict with or are inconsistent with Board of Education policies or regulations or applicable law.

SECTION 4.2 District Authority Altered Only by Specific and Express Agreement. It is understood and agreed that the District possesses the right and authority to operate and direct the employees of the District in all respects including, but not limited to, all rights and authority exercised by the District prior to the execution of this Agreement except as expressly and

specifically limited in this Agreement. The authority and powers of the District as prescribed by the statutes and the Constitution of the State of Missouri and the United States shall continue unaffected by this Agreement except as expressly limited by the provisions of this Agreement. These rights and authority include, but are not limited to, the following:

1. To determine the District's mission, objectives, policies and budget and to determine and set all standards of service offered to the public;
2. To maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs;
3. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction and the performance of professional duties according to current Board policy or as the same may from time to time be amended, and to introduce new or improved methods, equipment and facilities;
4. To establish, modify or eliminate programs, curricula and/or courses of instruction, including special programs and athletic, recreational and social events for students. To determine whether to provide or purchase goods and services and to determine the methods, means and number of personnel needed to carry out the District's mission, all as deemed necessary or advisable by the Board;
5. To hire all employees and to determine their qualifications;
6. To determine employee's conditions for employment or continued employment and subject to the provisions of existing law and the terms of this Agreement;
7. To discipline, dismiss, demote, evaluate, promote, transfer or lay off any employee;
8. To determine the academic calendar; and
9. To determine the duties, responsibilities, and assignments of those individuals in this bargaining unit.

SECTION 4.3 District Authority to Make Changes without Negotiations. CMNEA and the District agree that the District specifically reserves the right to unilaterally change past practices, Board of Education policy or regulations without negotiations with the CMNEA prior to any such changes unless the language of such policy or regulation is quoted in this Agreement with specific reference to the title of the policy or regulation.

ARTICLE V INDIVIDUAL AND CMNEA RIGHTS

SECTION 5.1 Representation on Committees. District committees will be established to provide a forum for communications and to deal with select matters of mutual concern during the term of this Agreement. All such committees so established will be subject to the following guidelines:

1. The committees will consist of members of the District administration, members of the Bargaining Unit and may include other members representing additional stakeholders as designated by the Superintendent of Schools. Members of the bargaining unit will be appointed by CMNEA. The District and CMNEA will establish the purpose, scope, rules and procedures for the proper functioning of the committees.
2. Committee recommendations, if any, will be made in writing by January 15, if consensus of the committee has been reached, shall be advisory in nature and will be made to the Superintendent of Schools, with a copy provided to CMNEA. For the betterment of the school district, the Superintendent will weigh with due consideration the recommendations given by such committees.
3. Committee meetings shall not be considered contract negotiations.

SECTION 5.2 Committees. The Parties hereby agree that the following committees will be established pursuant to Section 5.1. Additional committees may be established, or established committees may be eliminated, by mutual agreement of the parties during the terms of the agreement.

1. School Supply Lists Committee;
2. Employee Benefits Committee;
3. Compensation Committee (for Members of Bargaining Unit);
4. Stipends Committee (Category I and II);
5. Calendar Committee; and
6. Student Mental Health and Academic Success Committee.

SECTION 5.3 Duty-Free Lunch. Reasonable best efforts will be made to provide an uninterrupted duty-free lunch period of at least twenty-five (25) minutes daily to each member of the Bargaining Unit. When temporary, unanticipated situations arise, individuals may not receive the full twenty-five (25) minutes. Access to a designated space with refrigerators and microwaves), generally not open to student use, will be available to teachers in each school building.

SECTION 5.4 Planning Time. The parties agree that teachers need time on a regular basis to develop effective instruction. Reasonable best efforts will be made to ensure that all teachers shall have a minimum weekly average of 250 minutes scheduled planning time. The parties agree that the average may not be attained during a school week with less than five days. Accordingly, administrators will ensure 200 of these minutes are for teacher-directed instructional planning time and professional duties, absent unforeseen circumstances. Meetings, collaboration, or other administrator-directed duties may be scheduled by the administrator

during planning times but administrators are required to schedule such duties so as to minimize disruption of the 200 minutes of teacher-directed planning time.

Reasonable best efforts will be made to ensure that classrooms are available for teacher use during teacher-directed planning time, absent unforeseen circumstances.

SECTION 5.5 Salary Deductions. The Board authorizes voluntary payroll deductions from compensation earned by Members of the Bargaining Unit. The Member of the Bargaining Unit must provide written authorization of all deductions to the District's designee and the amount deducted will be remitted to CMNEA. The District shall not be responsible for any good-faith error in the administration of this service. Within fifteen (15) days following each pay date, the District will provide CMNEA with changes in payroll deductions of CMNEA membership dues.

SECTION 5.6 Use of District Resources by CMNEA. CMNEA shall be permitted to hold meetings on District property without cost in a manner consistent with District policies and regulations. CMNEA will be provided two District email accounts, one for communication with Members of the Bargaining Unit, and a separate email account for communication with CMNEA's members. CMNEA will be given an opportunity to contract with the District print shop to use its services and be billed directly for services and materials provided.

SECTION 5.7 CMNEA Access to Relevant Information. CMNEA will be provided, on a monthly basis, the names, emails and home building locations of members of the Bargaining Unit. CMNEA will be given access to an email distribution list of members of the Bargaining Unit which is either automatically updated or updated monthly.

SECTION 5.8 Finality of Grades. The grade of a student in any given class is determined by the teacher hired by the District to teach that course content and/or grade level or the IEP or 504 team. If a teacher is asked to make a grade change by a District employee, or if a grade is changed by someone other than the teacher of the course, the District employee asking for the change and/or making the change will notify the teacher in writing.

SECTION 5.9 Short-Term Leave. Members of the Bargaining Unit may be allowed 5 days of personal leave, and 7 days of sick leave, with compensation, each school year. Unused personal leave will accumulate as sick leave. Requests for personal leave during the year are subject to prior approval by the immediate supervisor. Personal leave may be taken in increments of up to 3 consecutive days. In extenuating circumstances, and with prior approval of the Chief Human Resources Officer, up to 2 additional consecutive days may be used. Personal leave may be used for sick leave without prior approval if all accumulated sick leave has been exhausted.

Personal leave during the following times must receive prior approval by the Chief Human Resources Officer due to extenuating circumstances.

- Start or Close of School
- More than one day in conjunction with a holiday

Part-time members will receive leave on a pro rata basis. Members who begin their employment after July 1 will earn leave on the schedule set forth in Board Policy GCBDA.

SECTION 5.10 Rights of Representation. Members of the Bargaining Unit will have the right to the presence of a representative, if requested by the Member, when meeting with a building- and/or district-level administrator regarding an issue that:

- a) is disciplinary in nature that will result in documentation in the employee's personnel file;
- b) involves a grievance filed by the Member pursuant to Board Policy GBM;
- c) relates to the implementation of a Performance Improvement Plan (PIP); or
- d) involves discussion regarding the non-renewal of a probationary contract.

The administrator will inform the Member of the Bargaining Unit of the purpose/nature of any meeting listed under subparts a. – d. above. The Member's right to representation begins at the time the administrator informs the Member that the purpose/nature of the meeting falls under subparts a. – d. above.

Once a representative is requested, any representative attending such meetings must be a recognized teachers' association employee or a trained teacher leader from a recognized teachers' association, of which the employee belongs and who is present at the employee's request, to provide support, take notes and assist the Member of the Bargaining Unit in understanding the nature of the concern(s), as long as confidentiality is maintained, particularly under the Family Educational Rights and Privacy Act (FERPA). Nothing in Section 5.10 shall require CMNEA to train non-CMNEA association leaders or provide representation to non-CMNEA members.

Such meetings will be scheduled so as to allow a reasonable amount of time for the unit Member to obtain appropriate representation, if such representation has been requested, but at least 24 hours in advance whenever practicable, unless both parties agree to an earlier meeting. The representative requirement does not apply when immediate action is required by the administration to protect the health and safety of employees and/or students; or when the meeting is for investigatory purposes other than that which would be related to (a), (b), (c) or (d) above. At any time during a meeting related to (a), (b), (c) or (d) above, where a representative is not in attendance, if the Member of the Bargaining Unit feels he/she needs a representative, he/she has the right to suspend the meeting to seek representation within the guidelines stated above. Administrators or supervisors may exclude the representative if the representative fails to conduct themselves in an appropriate, professional manner.

SECTION 5.11 Meetings and Events. Administrators shall use reasonable best efforts to avoid scheduling required meetings prior to 6:30 a.m., and with no less than 24 hours' notice, absent unforeseen circumstances.

When Professional Learning Teams, Data Teams and Professional Learning Community meetings are required, reasonable best efforts will be made to schedule meetings during regular school day.

SECTION 5.12 Room Assignments. Reasonable best efforts will be made to afford teachers adequate transition time between room assignments and minimize the number of transitions required of individual teachers during a single school day. Administrators will use reasonable best efforts to assign teachers to rooms to avoid excessive numbers of room transitions without regard to time in service at the building or in the district. Administrators will use reasonable best efforts to solicit teacher input to afford teachers, who transition between rooms or buildings, instructional space and resources that the District determines are appropriate to support the curriculum and student need.

SECTION 5.13 District Instructional Supports. The District will make reasonable best efforts to provide an online platform that includes the standards, prioritized standards, scope and sequence, sample lessons, and sample assessments for each class/course the District offers. Access and updated timelines to the platform will be communicated to teachers.

SECTION 5.14 Safety and Security. Each building of the District will develop and communicate emergency procedures, including procedures for immediate assistance. These procedures will be documented and communicated prior to the first day of school.

The District will provide appropriate training for employees who are identified by the District as holding positions that may involve heightened safety concerns.

Building administrators will share aggregate building discipline data with staff once per semester, or more often in the administrator's discretion.

If requested, reasonable best efforts will be made to give Members of the Bargaining Unit a reasonable amount of time following a traumatic incident to compose themselves and/or determine whether leave is necessary.

SECTION 5.15 Internal Positions. Members of the Bargaining Unit will have access to District job postings, and may request transfer(s) as set forth in Board Policy GCI.

Members of the Bargaining Unit can apply to any posted position for which they are qualified, at any time.

District representatives will consult with the CMNEA representatives prior to changes to Board Policy GCI being proposed to the Board of Education if such changes will take effect in the 2018-2019 or 2019-2020 school year.

In addition to the reopeners permitted in Section 3.4, CMNEA will have one additional reopener, for the Spring 2019 bargaining season only, that relates to transfers among internal positions.

SECTION 5.16 Payroll and Leave Corrections. Members of the Bargaining Unit will be given three months to report payroll and leave discrepancies for correction, however, no corrections will be made for discrepancies that are reported after the close of the fiscal year in which an error occurred.

ARTICLE VI COMPENSATION

SECTION 6.1 Salary Schedule. The Salary Schedule attached hereto as Exhibit A is incorporated by reference into this Agreement as if fully set forth herein. The District will allow a step for experience and advancement for and educational credit in a manner consistent with the previously established procedure for submission and acceptance of credit.

SECTION 6.2 Professional Development Rate of Pay. The rate of pay for approved professional development activities will be \$27 per hour for those activities approved for payment by the CPS Office of School Improvement.

SECTION 6.3 Frozen Steps. One additional step will be provided to Members of the Bargaining Unit who:

1. Were employed by the District on May 31, 2008;
2. Were eligible for a step movement for the 2008-2009 school year; and
3. Did not receive a step movement for the 2008-2009 school year.

For purposes of placement on the salary schedule, any steps provided for in Section 6.1 will be accounted for prior to restoration of the step.

SECTION 6.4 Stipend for National Board Certification or Certificate of Clinical Competence. Each Member of the Bargaining Unit who holds a valid Certification from the National Board for Professional Teaching Standards or a Certificate of Clinical Competence in Speech Language Pathology or Audiology will receive a professional stipend of \$3,000. Teachers with a doctorate in a related field, granted by an accredited college or university will earn a professional stipend of \$3,000. Verification of current Certification or official transcripts must be provided to the Human Resources Department by January 15th.

ARTICLE VII GENERAL PROVISIONS

SECTION 7.1 Governed by Missouri Law. This Agreement shall be subject to and interpreted in accordance with the laws of the State of Missouri.

SECTION 7.2 Savings Clause. If any of the provisions of this Agreement are found or deemed by a court of competent jurisdiction to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

SECTION 7.3 Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding upon all parties.

The Parties, by the signatures below, represent that this Agreement has been executed by their duly authorized representatives as of the Effective Date.

COLUMBIA MISSOURI NATIONAL EDUCATION ASSOCIATION

BY: *Kathy Steinhoff*
President

COLUMBIA SCHOOL DISTRICT NO. 93

BY: *Jan Mees*
President, Board of Education

Jay L. Davenport

ATTESTED BY: Secretary, Board of Education

EXHIBIT A
Columbia Public Schools
Teacher Salary Schedule
2018-2019
187 Day

\$ 33,450
 \$ 36,000

Step	I		II		III		IV			V		
	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index
1	\$ 36,000	1.030	\$ 37,631	1.125	\$ 40,307	1.205	\$ 41,645	1.245	\$ 44,321	1.325	\$ 45,659	1.365
2	\$ 36,000	1.060	\$ 37,966	1.135	\$ 41,311	1.235	\$ 42,649	1.275	\$ 45,325	1.355	\$ 46,663	1.395
3	\$ 36,461	1.090	\$ 38,969	1.165	\$ 42,314	1.265	\$ 43,652	1.305	\$ 46,328	1.385	\$ 47,671	1.425
4	\$ 37,464	1.120	\$ 39,973	1.195	\$ 43,318	1.295	\$ 44,656	1.335	\$ 47,332	1.415	\$ 48,671	1.455
5	\$ 38,468	1.150	\$ 40,976	1.225	\$ 44,321	1.325	\$ 45,659	1.365	\$ 49,339	1.445	\$ 50,677	1.485
6	\$ 39,471	1.180	\$ 41,980	1.255	\$ 45,325	1.355	\$ 46,663	1.395	\$ 50,677	1.475	\$ 52,015	1.515
7	\$ 40,809	1.220	\$ 43,318	1.295	\$ 46,663	1.395	\$ 48,001	1.435	\$ 52,015	1.515	\$ 53,353	1.555
8	\$ 42,147	1.260	\$ 44,656	1.335	\$ 48,001	1.435	\$ 49,339	1.475	\$ 53,353	1.555	\$ 54,691	1.595
9	\$ 43,485	1.300	\$ 45,994	1.375	\$ 49,339	1.475	\$ 50,677	1.515	\$ 54,691	1.635	\$ 56,029	1.675
10	\$ 44,823	1.340	\$ 47,332	1.415	\$ 50,677	1.515	\$ 52,015	1.555	\$ 56,029	1.675	\$ 57,367	1.715
11	\$ 46,161	1.380	\$ 48,670	1.455	\$ 52,015	1.555	\$ 53,353	1.595	\$ 57,367	1.715	\$ 58,705	1.755
12	\$ 47,499	1.420	\$ 50,008	1.495	\$ 53,353	1.595	\$ 54,691	1.635	\$ 58,705	1.755	\$ 60,043	1.795
13	\$ 48,837	1.460	\$ 51,346	1.535	\$ 54,691	1.635	\$ 56,029	1.675	\$ 60,043	1.795	\$ 61,381	1.835
14	\$ 50,175	1.500	\$ 52,684	1.575	\$ 56,029	1.675	\$ 57,367	1.715	\$ 61,381	1.835	\$ 62,719	1.875
15	\$ 51,513	1.540	\$ 54,022	1.615	\$ 57,367	1.715	\$ 58,705	1.755	\$ 62,719	1.875	\$ 64,057	1.915
16	\$ 51,513		\$ 55,360	1.655	\$ 58,705	1.755	\$ 60,043	1.795	\$ 64,057	1.915	\$ 65,395	1.955
17	\$ 51,513		\$ 56,698	1.695	\$ 60,043	1.795	\$ 61,381	1.835	\$ 65,395	1.955	\$ 66,733	1.995
18	\$ 51,513		\$ 58,036	1.735	\$ 61,381	1.835	\$ 62,719	1.875	\$ 66,733	1.995	\$ 68,071	2.035
19	\$ 51,513		\$ 59,039	1.765	\$ 62,719	1.875	\$ 64,057	1.915	\$ 68,071	2.035	\$ 69,074	2.075
20	\$ 51,513		\$ 60,043	1.795	\$ 64,057	1.915	\$ 65,395	1.955	\$ 69,074	2.075	\$ 70,078	2.115
21	\$ 51,513		\$ 61,046	1.825	\$ 65,060	1.945	\$ 66,398	1.985	\$ 70,078	2.095	\$ 71,081	2.135
22	\$ 51,513		\$ 62,050	1.855	\$ 66,064	1.975	\$ 67,402	2.015	\$ 71,081	2.125	\$ 72,085	2.155
23	\$ 51,513		\$ 63,053	1.885	\$ 67,067	2.005	\$ 68,405	2.045	\$ 72,085	2.155	\$ 73,069	2.195
24	\$ 51,513		\$ 64,057	1.915	\$ 68,071	2.035	\$ 69,409	2.075	\$ 73,069	2.195	\$ 74,092	2.235
25	\$ 51,513		\$ 64,726	1.935	\$ 68,740	2.055	\$ 69,409	2.075	\$ 74,092	2.235	\$ 75,099	2.275
26	\$ 51,513		\$ 65,395	1.955	\$ 68,740		\$ 69,409		\$ 75,099		\$ 76,099	
27	\$ 51,513		\$ 66,064	1.975	\$ 68,740		\$ 69,409		\$ 76,099		\$ 77,099	
28	\$ 51,513		\$ 66,733	1.995	\$ 68,740		\$ 69,409		\$ 77,099		\$ 78,099	
29	\$ 51,513		\$ 67,402	2.015	\$ 68,740		\$ 69,409		\$ 78,099		\$ 79,099	
30	\$ 51,513		\$ 68,071	2.035	\$ 68,740		\$ 69,409		\$ 79,099		\$ 80,099	

Note: Each member of the Bargaining Unit who holds a valid Certification from the National Board for Professional Teaching Standards or a Certificate of Clinical Competence in Speech Language Pathology or Audiology will receive a professional stipend of \$3,000. Teachers with a doctorate in a related field, granted by an accredited college or university, will earn a professional stipend of \$3,000. Verification of current certification or official transcripts must be provided to the Human Resources Department by January 15th.