

**AGREEMENT BETWEEN THE COLUMBIASCHOOL DISTRICT NO. 93 AND
THE COLUMBIA MISSOURI NATIONAL EDUCATION ASSOCIATION**

JULY 1, 2022 - JUNE 30, 2024

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 21st day of April, 2022. The term of Agreement shall begin as of the date the final party executes this Agreement as shown above and shall end June 30, 2024.

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, 2022, or such later date as may be shown above through June 30, 2024. 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 the last school day in December.

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. If a reopener of the salary schedule for bargaining unit members is requested as set forth in this paragraph, it shall constitute one of the six (6) permitted proposals set forth in Section 3.4(2) below.

2. Other Proposals. During the term of this Agreement, each school year, either party may make up to six (6) proposals related to the terms 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, as deemed necessary or advisable by the Board;
5. To hire, direct, and schedule 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 last school day in December, 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 thirty (30) minutes daily to each member of the Bargaining Unit. When temporary, unanticipated situations arise, individuals may not receive the full thirty (30) minutes. Access to a designated space with refrigerator(s) and microwave(s), generally not open to student use, will be

available to teachers in each school building. Any Member of the Bargaining Unit who does not receive an uninterrupted 30-minute lunch on a regular basis should contact their administrator who will attempt to resolve the issue.

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.

In addition to the teacher-directed time identified above and in Section 5.17: Work Days, elementary teachers will receive a minimum of 540 minutes of scheduled planning time per school year, as assigned by administration. This teacher-directed time may only be used by elementary teachers to work in their building or with their grade-level teams to plan for implementation of District initiatives outlined in the District CSIP and their building's strategic plan. Each year, the 540 additional minutes of scheduled planning time will be denoted on the second page of the District calendar. In a year flex time is taken, this time may or may not be during the regular school day. The District will determine when flex time may be taken. When the teacher-directed time must be completed outside of the regular workday, the teacher and/or teacher team shall be responsible for: (1) developing a plan for taking the time throughout the year in accordance with District designated parameters, (2) scheduling the time, (3) completing the teacher-directed time, and (4) keeping appropriate records of the time. Records should be maintained by the teacher and available for review, if necessary.

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 printshop to use its services and be billed directly for services and materials provided.

SECTION 5.7 CMNEA Access. As the Elected Exclusive Representative for Teachers, the District will provide CMNEA access to:

- the names, emails and home building locations of Members of the Bargaining Unit on a monthly

basis.

- an email distribution list of Members of the Bargaining Unit which is either automatically updated or updated monthly.
- names and email addresses of new hires of the Bargaining Unit upon request.
- copies of any handouts provided to Committee Members as a part of open committee meetings of board committees, as requested.
- new teachers at new teacher orientation by means of a video only that is no more than 3 minutes in length, to explain this Agreement.
- designated bulletin boards in each District building in which Members of the Bargaining Unit work in a location not accessible to students. If one is not available, it will be provided by CMNEA, subject to size and place limitations and pre-approval by the Superintendent or designee and will be used only by CMNEA for posting notices bearing the official written approval of CMNEA. A copy of any item posted on a bulletin board shall be made available to the District and the building principal upon request. In no event shall any bulletin board be used for political candidate purposes, ballot measures, or for any purposes that will in any way harass or injure the District, its employees, associations, patrons or students, or their positive public reputations.

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, including:

- Start or Close of School;
- More than one day in conjunction with a holiday; or
- A black-out day as identified by the District at the beginning of the school year or as subsequently identified by the Superintendent who will use reasonable best efforts to provide one month's notice to Members of the Bargaining Unit. If a day has been approved by a building principal prior to it being identified as a black-out day, such leave will be automatically approved by the Chief Human Resources Officer so long as the leave request process has been properly followed.

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, Short Term Leaves and

Absences.

All retiring Members of the Bargaining Unit, who retire in accordance with retirement requirements in Board Policy GCBDA, Professional Staff Short-Term Leaves, regardless of their length of service or hiring date will be paid all accumulated sick leave at the daily sub rate.

If a Member of the Bargaining Unit's death occurs before retirement, any accumulated sick leave will be included in their last paycheck and paid at the daily sub rate in accordance with Board Policy GCBDA, Short Term Leaves and Absences.

The Family Medical Leave Act ("FMLA") combined leave limitation provisions for spouses as defined in GBBDA who both work for the District will not apply to Members of the Bargaining Unit. Members of the Bargaining Unit who have a spouse as defined in GBBDA who is employed by the District will each be entitled to the 12-week maximum leave period under the FMLA, as long as the leave is FMLA-qualifying and will be used for the birth of a child, bonding/first year care of a child, adoption, or foster care and bonding with a newly placed child.

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 will communicate in advance when Members of the Bargaining Unit are required to attend 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. Administrators shall use reasonable best efforts to limit required meetings and events (not including 504s, IEPs and other individual student/parent/administrator meetings).

When Professional Learning Teams, Data Teams and Professional Learning Community meetings are required, reasonable best efforts will be made to schedule meetings during the 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 prior to the first contract day each school year. The District will also make reasonable best efforts to provide high-quality, research-based materials and Multi-Tiered Systems of Support ("MTSS") to address the needs of all learners. Access and updated timelines to the platform will be communicated to teachers in a timely manner.

The District will provide regular, high-quality professional development that trains teachers in best practices and aligns with instructional needs of the students they serve. The District, in collaboration with building leadership, will work with staff to address lower achievement results as outlined in CSIP and any applicable law.

The District will establish a Learning Management System (LMS) as a single source for parents, teachers, and students to create a consistent point of access.

Digital materials that Members of the Bargaining Unit want students and/or parents to access will be made available or linked through the District LMS as the primary access point.

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 Members of the Bargaining Unit who are identified by the District as holding positions that may involve heightened safety concerns, as well as make additional safety training opportunities available to Members of the Bargaining Unit who may request to receive it with administrative approval. Members of the Bargaining Unit will be notified of available safety trainings once per semester, or more often in the administrator's discretion.

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

If requested, Administrators or other designated staff member will use reasonable best efforts to give Members of the Bargaining Unit a reasonable amount of time following any personal involvement in a traumatic incident to 1) compose themselves and/or 2) determine whether leave is necessary. At least annually, the District will also communicate and disseminate information concerning the procedures and benefits available to staff members who experience traumatic events.

The District will make reasonable best efforts to prioritize the use of restorative practices after a student violates the student disciplinary code by causing a physical injury to another person in the school building. Additionally, if a District or building administrator receives an official notification from a member of law enforcement that an out of school incident occurred and there is a significant concern that it may impact the health and safety of the school environment, the District will take reasonable steps to address the concern.

Any Member of the Bargaining Unit acting in the course and scope of their assigned duties who sustains a physical injury or mental injury that results in lost work time as a result of another person's actions shall follow the District's established Workers' Compensation process. If the Member follows the District's established Workers' Compensation process, and it is determined that the employee has a compensable work related physical or mental injury, the Member may request compensation, either through restoration of accumulated leave or reimbursement of lost wages, for the first three (3) days of lost time if the lost time is not otherwise compensated, in whole or in part, through the Workers' Compensation process. In order for any Member of the Bargaining Unit to receive compensation, the Member must have:

- Timely submitted a District incident Report,
- Sought medical attention from a District approved medical provider,
- Have a documented need to be off work for the days in question,
- Not received any Workers Compensation benefits for the days in question, and
- Followed the District's established procedures.

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, Professional Staff Reassignments and Transfers, when the transfer process is initiated by the District. The District will use reasonable best efforts to utilize the transfer process when hiring positions within the bargaining unit. The District may identify positions for which a different process may be more suitable, i.e., hiring for a new building, structural changes, etc. If a different process is used, staff will be notified of the process to be used.

Transfer positions will be identified as those that maintain membership within the Bargaining Unit. Transfer positions will be posted for five business days and weekly emails will be sent to staff with job availability. Principals and hiring managers will review and consider all transfer requests for their positions. Once a position has filled, an email will be sent to all internal applicants notifying them that the position has been filled.

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

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.

SECTION 5.17 Work Days. The District will use its reasonable best efforts to set aside appropriate time for teacher-directed instructional planning and District directed professional development when school is not in session. This teacher-directed instructional planning and District directed professional development time when school is not in session shall collectively be referred to as Standard Teacher Planning and Development time. The District shall use its reasonable best efforts to ensure that the Standard Teacher Planning and Development time is split evenly between teacher-directed instructional planning and District directed professional development. This Standard Teacher Planning and Development time should be factored into the calculations first, before Supplemental time is added. Specific days allowed as teacher-directed will be based upon professional development needs.

In addition to the Standard Teacher Planning and Development time referenced above, the District in its sole discretion shall have the right to schedule and provide 1-3 days of additional District directed professional development training per school year. This additional District directed professional development training per school year shall be referred to as Supplemental District Directed Professional Development and Planning time. The Supplemental District Directed Professional Development and Planning time will be scheduled in such a way that it does not add to the teachers contracted workdays and the District will strive to schedule the majority of this Supplemental District Directed Professional Development and Planning time during the first semester each year.

The Calendar Calculation chart reflecting the plan for achieving the allocation of Standard Teacher Planning and Development time and Supplemental District Directed Professional Development and Planning time will be available electronically to all teachers in advance of the first day of the contract year.

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

Any plan to change the Standard Teacher Planning and Development time or Supplemental Teacher Planning and Development time will be discussed with CMNEA prior to any implementation.

SECTION 5.18 Association Release Time. CMNEA President or designee will be provided a substitute, upon request, for the purpose of attending School Board Meetings, Work Sessions of the School Board, and Meetings of Board-directed committees or Committees formed pursuant to 5.1 of this Agreement if the scheduled meetings occur during the hours of the regular schoolday when the CMNEA President is scheduled to work as a teacher. Designees for purposes of the provision must be the CMNEA First or Second Vice President. Any such designation must be made in writing (email is appropriate) by the

CMNEA President to the Superintendent or designee not less than 48 hours prior to the meeting for which a substitute will be required.

CMNEA will provide reimbursement for the actual costs to the District associated with providing a substitute teacher for the CMNEA President or designee for absences occurring due to attendance of the meetings described above. The release time provided pursuant to this section shall be used exclusively for purposes of attending the meetings described above and shall be limited to no more than 3.5 hours per month.

SECTION 5.19 Personnel File.

Members of the Bargaining Unit will have the right to view their official personnel file in accordance with Board Policy GBL: Personnel Records. If information of a negative nature in an evaluation, Performance Improvement Plan or written notice of a violation of Board policy will be entered or filed in the member's official personnel file, the member will be given notice and the member will have the opportunity to append a reply. Any such reply statements must be submitted to Human Resources within 5 days (as defined in Section 1.7 of this Agreement) of the date that the Member receives the finalized documents with the negative information. If the Member is not reasonably available to receive the finalized document as determined by Human Resources, then any reply statement must be submitted to Human Resources within 5 days of the date that Human Resources forwards the document by certified mail to the member. If a timely reply statement is submitted by the member, such reply will also be included in the official personnel file.

SECTION 5.20 Advisory Teams.

Within the framework of Board policies and the general rules and procedures established by the superintendent, and in order to foster a collaborative school community, each building principal will be strongly encouraged to implement additional procedures to establish an advisory team that includes teachers from the building. Some teachers on the advisory team will be elected by their peers, others may be appointed by the building principal. The advisory teams will be encouraged to make recommendations to their principal.

SECTION 5.21 Virtual Teaching.

Reasonable best efforts will be made for teachers who are assigned to teach virtually, whether on a short-term or long-term basis, to have the option of working from home or school unless otherwise directed by the administration. If a virtual teacher is directed to work from home, the District will provide materials and resources reasonably necessary to perform the work as determined by the Administration. Reasonable best efforts will be made to make professional development available regarding virtual instruction for teachers assigned to teach virtually.

SECTION 5.22 Parent Communication.

When a Member of the Bargaining Unit believes communications with a parent/guardian have become hostile and/or unproductive, they should bring their concern to their supervisor. Within five school days of notifying their supervisor, the supervisor will meet with the member to develop a plan to resolve the situation, unless extenuating circumstances exist.

If the matter remains unresolved after the Member of the Bargaining Unit and supervisor have attempted to address the situation, the Member of the Bargaining Unit may escalate the matter to the appropriate assistant superintendent for appropriate consideration. The assistant superintendent will provide a response to the Member.

SECTION 5.23 Arrive By & Leave After Schedules.

Prior to the 1st day of school, members of the Bargaining Unit will be notified in writing of the designated “arrive by” and “leave after” time of their assigned school or building. If these designated “arrive by” and “leave after” times need to be changed on a regular basis, the member will be notified in writing one month prior to the change. Supervisors will be appropriately trained on the District’s expectations with respect to teacher work schedules.

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 advanced degrees in a manner consistent with the previously established procedure for submission and acceptance of movement on the schedule.

SECTION 6.2 Professional Development Rate of Pay. The rate of pay for approved professional development activities will be \$30 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 Stipends and Extra Days. 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 with an official transcript provided to the Human Resources Department by October 15, 2019, will earn a professional stipend of \$3,000. Individuals who receive the \$3,000 doctoral stipend on the grandfathered column will cease to receive the stipend when the pay rate in the new Column III exceeds the grandfathered column amount plus doctoral stipend. Verification of current Certification to verify valid Certification from the National Board for Professional Teaching Standards or a Certificate of Clinical Competence in Speech Language Pathology or Audiology must be provided to the Human Resources Department by January 15th.

Annually, the District will provide clear, concise stipend and extra days information regarding who is eligible for stipends and in what amounts, including, longevity credits/points from Human Resources for applicable buildings. This stipend and extra days information must be easily accessible by Members of the Bargaining Unit on a platform that is viewable without any unnecessary or excessive restrictions. In the event of any changes to the stipend and extra days information, the District will provide prompt notice of the CMNEA.

SECTION 6.5 Athletic Event Supervision. The District will provide an opportunity at the beginning

of each semester to all Members of the Bargaining Unit where employees may sign up to receive emails regarding opportunities to supervise athletic events.

All athletic supervision pay will be set at \$12 per hour, with a minimum of two hours, and paid in accordance with special payroll procedures. The special payroll request form will be reviewed and updated annually.

SECTION 6.6 Coverage During Plan Time. Reasonable best efforts will be made to avoid the requirement that teachers cover classes other than their own or have students temporarily added to their class due to insufficient staffing. Should this occur, the teacher will be compensated in the following manner.

Members of the Bargaining Unit working in a multi-section schedule will be paid \$27 per hour when directed by a supervisor to cover another person's job duty due to an unfilled position (substitute or staff). Members of the Bargaining Unit with a single section class assignment (i.e., elementary grade-level teacher) will be paid when a supervisor adds additional students to their regular class due to an unfilled position at the rate of \$27 for up to 3.5 hours of time or \$54 for more than 3.5 hours of time in a day. This payment will be made in accordance with special payroll procedures. This is aligned with the amount of pay for a certificated substitute.

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.

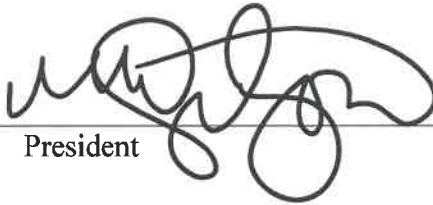
SECTION 7.2 Savings Clause. If any of the provisions of this Agreement are found or deemed by a court of competent jurisdiction to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this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

REVISED: April 1, 2023

COLUMBIA MISSOURI NATIONAL EDUCATION ASSOCIATION

BY: _____
President

COLUMBIA SCHOOL DISTRICT NO. 93

BY: _____
President, Board of Education

ATTESTED

BY: _____
Secretary, Board of Education

EXHIBIT A

Columbia

PUBLIC SCHOOLS

Teacher Salary Schedule

2022-2023

187 Day

Step	I			II			III		
	Salary	Index	Incr	Salary	Index	Incr	Salary	Index	Incr
1	\$40,250	1.000		\$43,269	1.075		\$46,288	1.150	
2	\$41,055	1.020	\$ 805	\$44,074	1.095	\$ 805	\$47,093	1.170	\$ 805
3	\$41,860	1.040	\$ 805	\$44,879	1.115	\$ 805	\$47,898	1.190	\$ 805
4	\$42,665	1.060	\$ 805	\$45,684	1.135	\$ 805	\$48,703	1.210	\$ 805
5	\$44,034	1.094	\$ 1,369	\$47,052	1.169	\$ 1,369	\$50,071	1.244	\$ 1,369
6	\$45,404	1.128	\$ 1,369	\$48,421	1.203	\$ 1,369	\$51,440	1.278	\$ 1,369
7	\$46,771	1.162	\$ 1,369	\$49,789	1.237	\$ 1,369	\$52,808	1.312	\$ 1,369
8	\$48,139	1.196	\$ 1,369	\$51,158	1.271	\$ 1,369	\$54,177	1.346	\$ 1,369
9	\$49,508	1.230	\$ 1,369	\$52,526	1.305	\$ 1,369	\$55,545	1.380	\$ 1,369
10	\$50,876	1.264	\$ 1,369	\$53,895	1.339	\$ 1,369	\$56,914	1.414	\$ 1,369
11	\$52,245	1.298	\$ 1,369	\$55,263	1.373	\$ 1,369	\$58,282	1.448	\$ 1,369
12	\$53,613	1.332	\$ 1,369	\$56,632	1.407	\$ 1,369	\$59,651	1.482	\$ 1,369
13	\$54,982	1.366	\$ 1,369	\$58,000	1.441	\$ 1,369	\$61,019	1.516	\$ 1,369
14	\$56,350	1.400	\$ 1,369	\$59,369	1.475	\$ 1,369	\$62,388	1.550	\$ 1,369
15	\$56,350	1.400	\$ -	\$60,737	1.509	\$ 1,369	\$63,756	1.584	\$ 1,369
16	\$56,350			\$62,106	1.543	\$ 1,369	\$65,125	1.618	\$ 1,369
17	\$56,350			\$63,474	1.577	\$ 1,369	\$66,493	1.652	\$ 1,369
18	\$56,350			\$64,843	1.611	\$ 1,369	\$67,862	1.686	\$ 1,369
19	\$56,350			\$66,211	1.645	\$ 1,369	\$69,230	1.720	\$ 1,369
20	\$56,350			\$67,580	1.679	\$ 1,369	\$70,599	1.754	\$ 1,369
21	\$56,350			\$68,948	1.713	\$ 1,369	\$71,967	1.788	\$ 1,369
22	\$56,350			\$70,317	1.747	\$ 1,369	\$73,336	1.822	\$ 1,369
23	\$56,350			\$71,685	1.781	\$ 1,369	\$74,704	1.856	\$ 1,369
24	\$56,350			\$73,054	1.815	\$ 1,369	\$76,073	1.890	\$ 1,369
25	\$56,350			\$73,859	1.835	\$ 805	\$76,878	1.910	\$ 805
26	\$56,350			\$74,664	1.855	\$ 805	\$77,683	1.930	\$ 805
27	\$56,350			\$75,469	1.875	\$ 805	\$78,488	1.950	\$ 805
28	\$56,350			\$76,274	1.895	\$ 805	\$79,293	1.970	\$ 805
29	\$56,350			\$77,079	1.915	\$ 805	\$80,098	1.990	\$ 805
30	\$56,350			\$77,884	1.935	\$ 805	\$80,903	2.010	\$ 805

* An employee as of October 15, 2019 who has educational credit equaling a master's degree plus 45 hours or more, will be placed in the Legacy column. Placement in the Grandfathered column means, based on the current schedule, you would have been disadvantaged. The grandfathered column was created to ensure that no employee's pay will decrease. Employees on this column, upon approval by the board, will advance a step each year. However, if at any point additional funds are put in the schedule, the grandfathered column will not receive those increases.

Teacher Salary Schedule
2023-2024
187 Day

\$ 40,900
\$ 40,900

I				II				III			
BS/CTE I				MS/CTE II				2nd Masters/Adv Degree/CTE III			
Step	Salary	Index	Incr	Salary	Index	Incr	Salary	Index	Incr	Salary	Step
1	\$ 40,900	1.000		\$ 43,968	1.075		\$ 47,035	1.150		\$ 818	1
2	\$ 41,718	1.020	\$ 818	\$ 44,786	1.095	\$ 818	\$ 47,853	1.170	\$ 818	\$ 818	2
3	\$ 42,536	1.040	\$ 818	\$ 45,604	1.115	\$ 818	\$ 48,671	1.190	\$ 818	\$ 818	3
4	\$ 43,354	1.060	\$ 818	\$ 46,422	1.135	\$ 818	\$ 49,489	1.210	\$ 818	\$ 818	4
5	\$ 44,745	1.094	\$ 1,391	\$ 47,812	1.169	\$ 1,391	\$ 50,880	1.244	\$ 1,391	\$ 1,391	5
6	\$ 46,135	1.128	\$ 1,391	\$ 49,203	1.203	\$ 1,391	\$ 52,270	1.278	\$ 1,391	\$ 1,391	6
7	\$ 47,526	1.162	\$ 1,391	\$ 50,593	1.237	\$ 1,391	\$ 53,661	1.312	\$ 1,391	\$ 1,391	7
8	\$ 48,916	1.196	\$ 1,391	\$ 51,984	1.271	\$ 1,391	\$ 55,051	1.346	\$ 1,391	\$ 1,391	8
9	\$ 50,307	1.230	\$ 1,391	\$ 53,375	1.305	\$ 1,391	\$ 56,442	1.380	\$ 1,391	\$ 1,391	9
10	\$ 51,698	1.264	\$ 1,391	\$ 54,765	1.339	\$ 1,391	\$ 57,833	1.414	\$ 1,391	\$ 1,391	10
11	\$ 53,088	1.298	\$ 1,391	\$ 56,156	1.373	\$ 1,391	\$ 59,223	1.448	\$ 1,391	\$ 1,391	11
12	\$ 54,479	1.332	\$ 1,391	\$ 57,546	1.407	\$ 1,391	\$ 60,614	1.482	\$ 1,391	\$ 1,391	12
13	\$ 55,869	1.366	\$ 1,391	\$ 58,937	1.441	\$ 1,391	\$ 62,004	1.516	\$ 1,391	\$ 1,391	13
14	\$ 57,260	1.400	\$ 1,391	\$ 60,328	1.475	\$ 1,391	\$ 63,395	1.550	\$ 1,391	\$ 1,391	14
15	\$ 57,260	1.400	\$	\$ 61,718	1.509	\$ 1,391	\$ 64,786	1.584	\$ 1,391	\$ 1,391	15
16	\$ 57,260			\$ 63,109	1.543	\$ 1,391	\$ 66,176	1.618	\$ 1,391	\$ 1,391	16
17	\$ 57,260			\$ 64,499	1.577	\$ 1,391	\$ 67,567	1.652	\$ 1,391	\$ 1,391	17
18	\$ 57,260			\$ 65,890	1.611	\$ 1,391	\$ 68,957	1.686	\$ 1,391	\$ 1,391	18
19	\$ 57,260			\$ 67,281	1.645	\$ 1,391	\$ 70,348	1.720	\$ 1,391	\$ 1,391	19
20	\$ 57,260			\$ 68,671	1.679	\$ 1,391	\$ 71,739	1.754	\$ 1,391	\$ 1,391	20
21	\$ 57,260			\$ 70,062	1.713	\$ 1,391	\$ 73,129	1.788	\$ 1,391	\$ 1,391	21
22	\$ 57,260			\$ 71,452	1.747	\$ 1,391	\$ 74,520	1.822	\$ 1,391	\$ 1,391	22
23	\$ 57,260			\$ 72,843	1.781	\$ 1,391	\$ 75,910	1.856	\$ 1,391	\$ 1,391	23
24	\$ 57,260			\$ 74,234	1.815	\$ 1,391	\$ 77,301	1.890	\$ 1,391	\$ 1,391	24
25	\$ 57,260			\$ 75,052	1.835	\$ 818	\$ 78,119	1.910	\$ 818	\$ 818	25
26	\$ 57,260			\$ 75,870	1.855	\$ 818	\$ 78,937	1.930	\$ 818	\$ 818	26
27	\$ 57,260			\$ 76,688	1.875	\$ 818	\$ 79,755	1.950	\$ 818	\$ 818	27
28	\$ 57,260			\$ 77,506	1.895	\$ 818	\$ 80,573	1.970	\$ 818	\$ 818	28
29	\$ 57,260			\$ 78,324	1.915	\$ 818	\$ 81,391	1.990	\$ 818	\$ 818	29
30	\$ 57,260			\$ 79,142	1.935	\$ 818	\$ 82,209	2.010	\$ 818	\$ 818	30