

**2022-2023**

**MASTER AGREEMENT**

**BETWEEN THE**

**COLUMBUS EDUCATION ASSOCIATION**

**AND THE**

**COLUMBUS BOARD OF EDUCATION**



## **Article 1: Preamble**

This agreement is made and entered on **February 21, 2022**, by and between the Board of Education of School District #1, in the County of Platte, in the State of Nebraska, and also known as the Columbus Public Schools, hereinafter referred to as “The Board”, and the Columbus Education Association, hereinafter referred to as “The Association”;

Whereas, the parties have reached agreement for the terms and conditions of employment for the **2022-2023** contract year; and

Whereas, the parties now desire to reduce said agreement to writing for the purpose of making the same a permanent part of the official records of both parties.

Now, therefore, it is mutually agreed by and between the parties as follows:

### **Article 1A: Association Use of School Property**

1. Representatives of the Association and its affiliates shall be allowed to conduct Association business on school property before or after normal school hours provided such use does not cause undue interruption of the school’s program.
2. The Association shall be allowed to use school buildings for meetings provided such use does not result in unscheduled maintenance costs, in which case an appropriate fee for such use shall be negotiated between the parties to this Agreement.
3. The Association shall be allowed the use of school equipment including computers, copiers, audio-visual equipment, and other standard office equipment, provided the Board may assess the Association a reasonable fee for the use of expendable supplies consumed as a result of such use.

### **Article 1B: Association Use of the School’s Communication System**

The Association and its members shall be allowed to make reasonable use of the school’s communication systems, including teacher’s mailboxes, teacher’s bulletins, intercom, email, telephones, etc; provided, however, use of communication systems incurring a special toll charge or additional expenditure of school funds shall not be used without prior administrative approval and reimbursement to the school associated with such use. Use of the school’s communication systems shall not cause unnecessary interruption of the school programs.

## **Article 2: Salary**

### **Article 2A: Salary Schedule**

See attached Appendix A Salary Schedule for the **2022-2023** contract years

### **Article 2B: Base Salary**

The Base Salary for the **2022-2023** contract year shall be **\$38,650**.

**Article 2C: Experience Credit**

When hired, all certificated employees covered by this agreement shall be credited with up to seven (7) years of previous experience and shall be placed on the salary schedule accordingly. In no case shall a teacher be placed on the salary schedule with less than full credit for the first seven (7) years of their teaching career. The Board may at their discretion grant additional years of experience as may be dictated by the needs of the district, but in no case shall any teacher be granted more experience than the total of their earned experience.

**Article 2D: Horizontal Advancement/Graduate Hours**

Advancement on the salary schedule from one column to the next shall automatically occur whenever the following criteria are met.

1. Credit hours above the B.A. level shall be “graduate” hours. In specific cases, undergraduate credit hours will be allowed to apply to the salary schedule to fulfill special needs of the District and the teacher. A written proposal shall be submitted to the Director of Business Operations and/or Human Relations for the application of undergraduate courses to the salary schedule. The Director of Business Operations and/or Human Relations shall give a written decision with rationale for the decision. The person making application shall have the right to make an oral presentation to the Director if he/she feels the Director's decision is incorrect. After the oral presentation, the decision of the Director shall be final with no right to appeal to the Superintendent or Board of Education. The decision shall be forwarded to the Superintendent. The undergraduate hour provision shall be retroactive to January 1, 1985.
2. At least one-half of these “graduate” hours must be in/or associated to the teaching field, and upon reaching 18 graduate credit hours, if hours are to be used for placement on the salary schedule, the teacher must show that they are in an approved Master’s Degree Program and that the hours count toward that program or are courses that the Superintendent approves.
3. All hours above the Master’s Degree must be graduate hours and related to the teacher’s professional field, curriculum and instruction, counseling, or administration and related to the School Districts initiatives. All requests for hours above the Master’s Degree shall be submitted to the Director of Business Operations and/or Human Relations. Decisions may be appealed to the Superintendent for approval.
4. Movement to the MA+54 column shall not be available after the 1997-98 contract year. This column was included in the salary schedule at one time, but movement into the column was ended at the conclusion of the 1997-98 school year. When those teachers presently in the MA+54 column are no longer employed by the district this column will be removed from the salary schedule.
5. Note: No change in placement can be made until an official transcript is presented at the Superintendent’s Office. This should be delivered in person so immediate action can be taken—thus avoiding any possible mistakes.
6. Transcripts from an accredited college or university with a degree earning program with approved hours earned and degrees must be turned in prior to September 1<sup>st</sup>. Any hours or degrees earned after September 1<sup>st</sup> will not be honored by an increase in salary until the following school year.

### **Article 2E: Vertical Advancement**

All certificated employees covered by this agreement shall be advanced automatically no more than one (1) step downward on the Salary Schedule for each year of teaching experience limited only by the maximum number of vertical steps per horizontal column. Step 11 in the BA+36/MA column is only available to those with an earned Masters Degree. Step placement may not equal actual teaching experience due to initial placement or reaching the bottom on a salary schedule column.

### **Article 2F: Salary Payments**

Salary payments are made to all teachers in twelve equal installments. Teachers will be paid on the 20th of the month, or the last preceding school day, if the 20th falls on a vacation or weekend day.

Teachers new to the district will receive their signing bonus plus any other stipend for required training completed prior to the first contract day. Teachers new to the district have the option to receive their salaries, signing bonus, and stipends divided out into thirteen (13) equal payments with the first payment beginning in August of their first year of employment. Insurance benefits or cash in lieu will begin on September 1 and be divided out over twelve (12) equal payments.

Additional compensation over and above regular salary compensation, extra duty pay and supplemental pay shall be disbursed in twelve (12) equal payments and deductions from compensation due to unpaid leave shall be taken out as they are reported to the payroll office. Reimbursement for mileage will be considered separate from compensation.

In emergency cases, exceptions may be made, subject to the approval of the Board. In no case shall the Board advance more than one month's salary.

Upon separation of teacher and Board of Education, or upon fulfillment of the contract, the teacher may, at the option of the Board, be paid in one lump sum all salary due the certificated employee.

### **Article 2G: Nurse's Salaries**

All nurses holding a Bachelors Degree shall be placed on the Salary Schedule as shown in Appendix A or B.

All nurses who do not hold a Bachelors Degree shall be placed on the Non-Degreed Nurse's Salary Schedule as shown in Appendix B. Both Degreed and Non-Degreed nurses may advance on the appropriate salary schedule by earning Continuing Education Contact Hours (CECHs). The formula for schedule advancement shall be 15 CECHS= 1 graduate hour.

### **Article 2H: Extra-Duty Salary Schedule**

The Extra-Duty Salary of each certificated employee covered by this agreement is shown in Appendix C. (Extra-Duty Salary Schedule = % \* Base Salary) All certificated

employees covered by this agreement shall be placed on the Extra Duty Salary Schedule according to their verified experience. Advancement from Level 1 to Level 2 shall be effective at the beginning of the 3rd year of qualifying service. Advancement from Level 2 to Level 3 shall be effective at the beginning of the 5th year of qualifying service. Advancement from Level 3 to Level 4 shall be effective at the beginning of the 7th year of qualifying service.

**Article 2I: Extended Duty**

Extended Duty for all certificated employees covered by this agreement will be at 100% of the per diem rate.

**Article 2J: Summer Curriculum Work/Teaching**

		<u>2022-2023</u>
Non-Student Contact:	BA-1/1,504	<u>\$25.70 / hour</u>
Student Contact:	MA-1/1,504	<u>\$30.84 / hour</u>

**Article 2K: Internal Substitute Pay**

Certified staff who are asked to substitute for another staff member during their regular planning period shall be compensated the equivalent amount to the student contact rate in Article 2J in whole or as divided into ¼ hour increments. Teaching any portion of a 15-minute time increment shall result in payment for that 15-minute increment of time. These payments will be made during the payroll cycle following each quarter of the academic school year. A staff member may refuse said assignment. The Building principal, or his/her designee shall have the right to declare an emergency and assign a staff member to substitute.

**Article 2L: Employment Incentive**

The Board will offer an employment incentive to all newly hired teachers. The minimum amount to be offered is \$500. The maximum amount is \$2,500. The employment incentive is available to only newly hired certificated staff and any compensation over \$500 must be recommended by the Superintendent of Schools. Newly hired certificated staff whose FTE is less than 1.0 shall have this incentive pro-rated accordingly.

**Article 2M: Reduction of Pay for Excessive Absences**

In the event that a teacher exceeds the leave available to them as noted in this agreement, excess absences numbering two (2) or fewer days will result in the pro-rated per diem salary reduced from the current month's pay. In the event that a teacher exceeds the leave available to them as noted in this agreement, excess absences numbering greater than 2 days will result in the pro-rated per diem salary being reduced evenly over the remaining months of the current contract year.

**Article 3: Grievances**

Refer to Appendix D for information pertaining to grievance procedures.

## **Article 4: Benefits**

### **Article 4A: Fringe Benefits Group Health Insurance**

Health Insurance/Cash-in-Lieu Option. Both parties, recognizing that access to adequate and affordable health care is central to each teacher's ability to carry out his or her professional responsibilities, agree to the following conditions regarding teachers' health insurance benefits.

Plan Type. For the 2022-2023 school year the School District shall provide and pay at least 100% of the cost to all 1.0 full time equivalency (FTE) teachers self-only Educators Health Alliance (EHA) health and dental insurance Blue Preferred \$1,050/\$3,800 High Deductible Dual Choice HSA Plan (whichever is elected by the teacher) with Employee PPO 100% A, 75% B, and 50% C coverage at the premium cost established annually by the EHA for the 2022-2023 school year; the School District's contribution toward the premium cost of health and dental insurance coverage and the fringe benefit stipend shall be prorated for teachers with an FTE (full-time-equivalency) of less than 1.0 on the basis of such FTE.

Contribution Toward Cost of Premium for Self-Only Coverage. The Board will pay at least 100% of the cost of the premium for the employee ("self only") Blue Preferred \$1,050/\$3,800 High Deductible Dual Choice HSA Plan, or equal coverage by another provider, described above for all teachers who elect to receive group health and dental insurance coverage from the school district, plus an annual "fringe benefit stipend" in the amount of the difference between the cost of the annual EHA "Employee" level health and dental insurance premium and the sum of \$12,000 (\$1,000 per month), which may be taken in whole or in part as cash or applied to the purchase of additional insurance through the School District's Section 125 Plan.

Declination of Health Insurance Coverage and Cash-in-Lieu of Insurance Election. A Teacher may decline the School District provided Employee ("self only") group health and dental insurance and receive a cash-in-lieu of insurance stipend in the amount of \$12,000 (\$1,000 per month), provided, that a Teacher shall not be permitted to decline Employee (self-only) tier group health and dental coverage unless said Teacher has filed with the business office on the form provided by the School District an agreement providing (1) for an individual disclaimer which certifies that said teacher is covered by alternate health insurance coverage which provides at least "Bronze Level" health insurance coverage as defined under the Patient Protection and Affordable Care Act (PPACA); and, (2) that should the employee fail to obtain and maintain health insurance coverage as required by subparagraph (1) above at any time during the term of this Negotiated Agreement, the Faculty Member shall be deemed to have permanently waived his/her rights to decline health insurance coverage and receive a cash stipend, and shall be required to enroll Employee "self-only" under the School District's group health

insurance coverage during the open enrollment period for such group plan for the ensuing contract year, and all subsequent contract years.

Any portion of the stipend not used for the District insurance package is subject to federal and state income tax, but is exempt from retirement contributions to NPERS.

<u>2022-2023</u> Health Insurance Summary Chart <b><u>\$1,050 Deductible</u></b>					
Insurance Election	District Monthly Contribution	Blue Preferred Health Coverage Monthly Cost	Dental Monthly Cost	Total Insurance Annual Cost	District Benefit
Individual	<u>\$1,000</u>	<u>\$748.34</u>	<u>\$29.54</u>	<u>\$9,766.56</u>	<u>\$12,000</u>
Ee & Child	<u>\$1,000</u>	<u>\$1,384.45</u>	<u>\$54.61</u>	<u>\$17,268.72</u>	<u>\$12,000</u>
Ee & Spouse	<u>\$1,000</u>	<u>\$1,571.52</u>	<u>\$62.00</u>	<u>\$19,602.24</u>	<u>\$12,000</u>
Family	<u>\$1,000</u>	<u>\$2,110.15</u>	<u>\$83.29</u>	<u>\$26,321.28</u>	<u>\$12,000</u>

<u>2022-2023</u> Health Insurance Summary Chart <b><u>\$3,800 Deductible HSA-Eligible</u></b>					
Insurance Election	District Monthly Contribution	Blue Preferred Health Coverage Monthly Cost	Dental Monthly Cost	Total Insurance Annual Cost	District Benefit
Individual	<u>\$1,000</u>	<u>\$631.38</u>	<u>\$29.54</u>	<u>\$7,931.04</u>	<u>\$12,000</u>
Ee & Child	<u>\$1,000</u>	<u>\$1,168.10</u>	<u>\$54.61</u>	<u>\$14,672.52</u>	<u>\$12,000</u>
Ee & Spouse	<u>\$1,000</u>	<u>\$1,325.93</u>	<u>\$62.00</u>	<u>\$16,655.16</u>	<u>\$12,000</u>
Family	<u>\$1,000</u>	<u>\$1,780.38</u>	<u>\$83.29</u>	<u>\$22,365.04</u>	<u>\$12,000</u>

#### **Article 4B: Life Insurance**

The District will provide a thirty thousand dollar term life insurance policy for each full-time certificated employee. Each employee will have the option of carrying an additional thirty thousand dollars of term insurance with the same carrier at the expense of the employee. Full-time refers to employees working an equivalent of half-time or more per day.

#### **Article 4C: Long-Term Disability Insurance**

The Board of Education shall provide Long Term Disability insurance as a required payroll deduction for each employee covered by this agreement. Said LTD insurance shall have a 30-, 60-, or 90-day elimination. The benefit provided shall be 66.67% of the employee's salary, including extra assignments. All employees are required to participate in the plan and agree that the plan shall be owned by the District. Selection of the vendor shall be at the discretion of the Board of Education. The Board agrees to provide information regarding the benefits to the Columbus Education Association. This provision shall be effective on September 1, 1998.

#### **Article 4D: Activity Passes**

The Board of Education will issue activity passes to each teacher. The employee's ID badge will serve as their activity pass and allow one guest to attend with them.

#### **Article 4E: IRS Section 125 Flexible Benefits Plan**

Each certificated employee covered by this agreement shall have the option of participating in a complete, three (3) part IRS Section 125 Flexible Benefits Plan. The administration and participation costs of this plan shall be paid by the Board of Education.

### **Article 5: Contract**

#### **Article 5A: Days of Employment**

The contract year shall be 188 days for returning teachers and 191 days for teachers new to the District.

#### **Article 5B: Planning Time**

All certificated teaching staff shall have professional planning time. Planning time shall be sufficient in length to be meaningful and beneficial to the educational process. Planning time for all certificated teaching staff shall be during the regular student contact day. Travel time for certificated teaching staff shall not be construed to mean planning time.

All full-time K-12 certificated teaching staff (including specialists) shall have individual planning time during the student contact day, other than during lunch and not counting before or after school. Such teachers shall also receive planning time when their students have been released from school for the specific purpose of planning time and such planning time shall be scheduled by the building principal.

Part-time teachers in the District shall have such planning time as may be designated in their individual contracts.

All PK-4 certificated teaching staff shall have 1/2 day of conference preparation time, that is scheduled by the administration, prior to Parent/Teachers' conferences, for the purpose of preparing for those conferences.

Should any school within Columbus Public Schools be labeled as a PLAS (Persistently Low Achieving School or other such designation), recommendations from the Department of Education could be put into place regarding planning time and instructional time.

### **Article 6: Leaves**

Definition of Immediate Family: For the purpose of implementation of this written agreement, only the following shall be considered members of the immediate family of an employee: Husband, wife, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents,



sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandchild, niece, nephew, aunt, and uncle, step children, step mother, step father, step brother, and step sister.

#### **Article 6A: Sick Leave**

Each certificated employee of the District, upon completion of one (1) full day of work during his/her first year of employment, shall be eligible for the provisions of this policy. This policy governs the extent an employee will receive pay for absence from work for reasons of personal illness/injury (see Workman's Compensation Policy), conditions associated with personal pregnancy, childbirth or related medical conditions and quarantine due to exposure to a contagious disease which prevents an employee from reporting to work able to perform his/her work satisfactorily. Sick leave may be taken in 1/8 day increments. A written verification from a physician licensed to practice medicine may be required by the Superintendent after an absence from work which exceeds five (5) consecutive working days. In addition, if said absence continues beyond twenty (20) consecutive working days, said employee may be required to submit a written verification from a licensed physician of the need for his/her continued absence from work and may be required to submit additional written verification from a licensed physician each ten (10) working days thereafter to remain eligible for this benefit.

The number of days an employee shall receive pay for absences due to reasons or conditions defined above will be determined by the number of accumulated sick leave days credited to said employee. An employee may, at his/her discretion, request that any days absent from work for a condition defined in the previous paragraph be treated as, and shall be granted as, leave without pay for such absences. Any days absent from work for a condition defined in the previous paragraph beyond the number of accumulated days shall be treated as leave without pay. Employees of the District will be granted ten (10) days of sick leave each year to be used for self or immediate family illness, doctor visits, or medical consultations. At the end of the school year, any of the unused said days will be allowed to accumulate to a maximum of eighty (80) days.

Upon returning to work for absence due to a condition defined herein, the affected employee must file with his immediate supervisor a "Sick Leave" form. This form shall contain a perjury statement reading, "I declare under penalty of perjury that this is a true and just claim and falsifying this report could result in loss of all or part of my accumulated sick leave."

A teacher who is reemployed shall receive sick leave benefits in the following manner:

1. Up to two (2) years absence, no loss of accumulated leave;
2. Three (3) to five (5) years absence, five (5) days loss of accumulated sick leave for each year of absence;
3. Six (6) or more years of absence, will start as new teacher.
4. Covered employees on Extended Duty shall receive additional Sick Leave at the rate of one (1) contract day for each additional twenty (20) contract days of work.

Any catastrophic illness or other situation under the sick leave provisions may be considered by the Superintendent for additional sick leave.

Upon separation from the District a certificated employee who has completed 15 or more consecutive years with the District will be compensated one-half of the regular substitute teacher rate in that employee's final year with the district for each day of unused sick leave up to a limit of 40 days. Unused sick leave will be compensated in increments of no less than .5 days. Compensation will appear in the June payroll check.

In the event that the District implements an Early Retirement Incentive Program, a certificated employee who has completed 15 or more consecutive years with the District shall be permitted to select either the pay for unused sick leave benefit or the early retirement incentive program benefit, but not both benefits.

#### **Article 6B: Leave Without Pay**

The Columbus Public Schools Board of Education, recognizing the need of staff members to take leave from their duties at school for various situations, establishes a program in which staff members can request a leave of absence without pay for a specific period of time. Approval of such leave shall be governed by the instructional needs of the students as determined by the Building Principal/Director. Requests for leave without pay must receive the written approval of the Building Principal/Director and the Superintendent of Schools before being granted. Staff members shall submit their requests for leave on appropriate forms supplied by the School District and follow specific rules and regulations as established by the administration to support this policy.

The following rules and procedures will govern leave without pay:

1. A leave shall not be granted for a time period greater than one year in length.
2. Staff members shall make their requests on a leave without pay form and shall attach a written letter identifying the purpose for such leave. Forms should be submitted to their Principal or Director.
3. A Principal or Director shall consider the following before acting upon a request for leave without pay:
  - a. Instructional needs of the students in the District.
  - b. The needs of the staff member requesting the leave.
  - c. Ability to find a suitable replacement for said staff member.
  - d. If leave is for less than one year, appropriate starting and ending times of leave will be established. These times should prove to be the least disruptive for the students' educational program.
4. The Principal/Director may approve or reject the request for leave without pay.
5. If the Principal/Director approves the leave without pay, the staff member shall do the following:
  - a. Submit to the Principal/Director on an approved form the mailing address where the staff member can be reached during March of the year when the staff member is on leave so that the staff member can receive notice of the offer of continuing employment.
  - b. The staff member will understand that he/she shall respond to the offer of continuing employment by:
    - i. Stating that he/she wants to return to his/her position or;

- ii. Requesting an extension of his/her leave for another year thereby giving up his/her right to a guaranteed position.
- c. If a teacher is on an extension of his or her leave, and said teacher indicates that he/she wishes to be employed, such teacher shall accept the first position offered. If such offer is not accepted, no other offers will be made during that year. The teacher is free to apply for any position that is available and such application will be given consideration.
- d. If the staff member does not respond within the allotted time frame, it shall be considered as a resignation and the Board will terminate the contract and all obligations to the staff member.
- e. If the Principal/Director approves an extension for the staff member, the staff member shall complete all steps (a) through (c).
- 6. In no case will a staff member be granted more than two extensions to leave without pay. The total time frame of leave without pay and extension will not exceed three years. If a leave of absence begins during a school year and does not extend beyond ten (10) working days, said employee's salary will be reduced by 1/(number of contract days) for each day missed. If said absence continues beyond ten (10) consecutive working days in one school year, said employee's salary and health insurance/annuity money will be reduced according to the formula named above. Said employee's life insurance and long term disability insurance will be continued at the District's expense for the duration of the leave during the school year for which the leave was initiated. Any employee receiving an extension of his/her leave beyond the school year during which the leave was initiated will receive no salary or other monetary benefits until he/she returns to work. An employee on such leave beyond ten (10) consecutive days may elect to continue his/her health insurance at his/her expense. No increment credit will be awarded to any teacher on such leave if his/her absence during any school year is for more than one-half school year.

#### **Article 6C: Bereavement Leave**

Five (5) days per incident shall be granted in the event of the death of a child, spouse, parent, brother, sister, or sole responsibility, which shall not be charged against sick leave accumulation. Bereavement leave will also be available to both the male and female parent in the event of "lost pregnancies" (miscarriage, ectopic pregnancy, or stillbirth). Five additional days per incident may be granted which shall be charged against accumulated sick leave.

Three (3) days per incident shall be granted in the event of the death of other immediate family members, which shall not be charged against accumulated sick leave. Three additional days per incident may be granted which shall be charged against accumulated sick leave.

Up to two (2) days per year may be allowed to attend the funerals of relatives or personal friends not covered by the immediate family definition, which shall not be charged against accumulated sick leave. Two additional days may be granted during the current school year, which shall be charged against accumulated sick leave.

#### **Article 6D: Family Illness Leave**

Up to ten (10) days of accumulated sick leave and up to ten (10) day of annual sick leave may be used in the case of family illness. Up to five (5) days of accumulated sick leave per year may be used for family parenting (grandchild or adoption) leave. An additional five (5) days may be used for which substitute pay will be deducted. Thereafter, full pay deduction will be made.

The Superintendent may grant additional family illness days due to severe illness or injury to the employee's spouse, children or person(s) for whom the employee is solely responsible. Approved additional family illness days would be deducted from the employee's accumulated sick leave.

#### **Article 6E: Personal Leave**

Three (3) days of paid personal leave shall be granted to each certificated employee during each contract year. Personal leave may be taken in 1/8 day increments. Persons desiring to take a personal leave day must make a personal request to their immediate supervisor. The exercise of personal leave shall be subject to the following provisions:

Three (3) days of personal leave requested shall be subject to administrative approval and must be applied for at least (5) calendar days in advance of the date the leave will occur.

1. The Superintendent may grant personal leave without 5 days notice (assuming the employee has a day of personal leave left) when conditions or situations make it impossible for an employee to fulfill his/her assigned duties.
2. Application for personal leave that extends the breaks of Labor Day, Thanksgiving, Christmas / New Years, spring break, Easter, or Memorial Day; or that replaces the first contract day, the last contract day, or parent / teacher conferences shall be subject to the Superintendent's approval.
3. Personal Leave shall be handled confidentially.
4. The District will compensate certificated employees \$100 for each day of unused personal leave up to a maximum of 3 days per school year. Unused personal leave will be compensated in increments of no less than .5 days. Compensation will appear in the June payroll check.

#### **Article 6F: Personal Professional Leave**

Certificated employees covered by this agreement shall be limited to three (3) Professional Leave days. Due to district initiatives, personal professional development, school improvement and/or professional improvement plans an employee may be eligible for this leave with the approval of the Superintendent and/or his/her designee.

#### **Article 6G: Adoption Leave**

An employee of the District who adopts a child may use provisions of the Adoption Leave Policy as per state statute.

**Article 6H: Court Summons Leave**

Any teacher subpoenaed to appear as a witness in court (except for personal law violations) must notify his/her supervisor as promptly as possible upon receipt of the subpoena. In addition to informing his/her supervisor, the teacher shall complete a Court Summons Leave Form.

Any teacher of the district responding to a subpoena as provided above shall not receive any reduction in salary for any part of the period of time he/she is absent from work. Any monies received from the court for such an appearance shall be the property of the teacher.

**Article 6I: FMLA Leave**

All eligible certificated staff of the District (hereinafter referred to as “staff”) are granted certain benefits under the Family and Medical Leave Act of 1993. In all cases, benefits and eligibility therefore shall be as specifically provided by the Act. In general, the Act provides for leave without pay for up to twelve (12) weeks in certain medical or family emergencies in a twelve (12) month period. Such benefits are subject to the following:

1. Staff must have been employed with the District for at least twelve (12) months before they are eligible for this leave.
2. The leave is unpaid.
3. Staff may elect to first use all other leaves to which it may be entitled, such as sick leave, leave for family illness, bereavement leave or any other such leave before leave under this policy is applicable, or staff may exercise its rights under the Family and Medical Leave Act. If such other leaves are elected, such days of leave shall be counted against the twelve (12) weeks of leave. For example, if eight (8) weeks of leave is requested for health purposes, and the staff person elects to use two (2) weeks of sick leave, the remaining six (6) weeks will be the requested leave, unpaid, and four (4) weeks of FMLA Leave would remain under this policy.
4. Family leave can be used for:
  - a. The birth of a child;
  - b. The adoption of a child;
  - c. To care for a sick spouse, child or parent;
  - d. For your own serious health condition.
5. Staff eligible for leave and who are employed primarily in the instructional capacity, who request leave for a foreseeable and planned medical treatment where the leave would last longer than 20% of the total number of school days during the leave period will be required to (1) either take the leave for a period not to exceed the duration of the planned treatment, or (2) transfer temporarily to an available position for which the employee is qualified which will better accommodate the recurring periods of leave. If transferred, such staff person would receive equal pay and benefits.
6. The following rules shall apply with respect to periods of leave near the conclusion of an academic term in the case of any certificated employee employed principally in an instructional capacity by the district:
  - a. Leave More Than Five (5) Weeks Prior to the End of a Term: If the eligible certificated employee begins leave under section 102 more than five (5) weeks prior to the end of the academic term, the school may require the employee to

- continue taking leave until the end of such term, if (a) the leave is of at least 3 weeks duration; and (b) the return to employment would occur during the three-week period before the end of such term.
- b. Leave Less Than Five (5) Weeks Prior to the End of Term: If the eligible certificated employee begins leave under subparagraph (A), (B), or (C) of section 102 (a)(1) during the period that commences five (5) weeks prior to the end of the academic term, the agency or school may require the employee to continue taking leave until the end of such term, if (a) the leave is of greater than two (2) weeks duration; and (b) the return to employment would occur during the two-week period before the end of such term.
  - c. Leave Less Than Three (3) Weeks Prior to the End of the Term: If the eligible certificated employee begins leave under subparagraph (A), (B), or (C) of section 102 (a)(1) during the period that commences three (3) weeks prior to the end of the academic term and the duration of the leave is greater than five (5) working days, the district may require the employee to take leave until the end of the term.
7. All staff persons covered by this agreement must give at least thirty (30) days notice except for emergency situations.
  8. The District will maintain such staff person's health insurance while he or she is on leave under the same terms and conditions as when he or she is employed. Such staff person will be expected to pay his or her share of any health insurance premium each month when it comes due. If such staff person does not return from his or her leave, he or she will be expected to repay the District for the full amount of such health insurance premiums paid by the District during such leave.
  9. The District will require verification for the reasons stated in the family leave request, including medical verification from any doctors who may be involved. Any staff person covered by this agreement who submits false reasons or fraudulent records to support a family leave request will be subject to immediate discharge.
  10. If both husband and wife are employed by the District, that husband-wife team is entitled to only twelve (12) weeks total for any qualifying event if such leave is taken under Section 102 (1) (A), (B) or to care for a sick parent under subparagraph (C).
  11. All staff are subject to Restoration and Denial of Restoration Provisions of the Act.
  12. Unpaid days during FMLA leave will be calculated at the actual cost of a substitute or 1/188<sup>th</sup> of the teacher's contract (not including extra or extended duty) whichever is less.

#### **Article 6J: Reduction in Force (RIF) Benefit**

Certificated Staff who receive a notice of Reduction in Force (RIF) prior to April 15<sup>th</sup> (or next business day if the 15<sup>th</sup> falls on a weekend, holiday, or vacation day) shall have the following leave available to them at the District's expense:

1. One (1) accumulated sick leave day for job seeking or counseling.
2. Two (2) accumulated sick leave days for job interviews.

#### **Article 6K: Emergency Medical Leave Bank**

Refer to Appendix E for information pertaining to the Emergency Medical Leave Bank.

### **Article 7: Duration of Agreement**

This **one-year** contract shall be effective as of the beginning of the **2022-2023** school year and shall continue in effect until a substitute contract is adopted, which shall then be fully retroactive to the beginning of the **2022-2023** school year.

### **Article 8: Recognition**

The Board of Education recognizes the Columbus Education Association as the certified, exclusive and sole bargaining representative for all non-supervisory, certificated employees of the District provided that the Association retains the rights to conduct collective negotiations on behalf of its membership. Those CPS employees represented by the CEA in these negotiations include those with CPS contract for the following positions: teachers, nurses, psychologists, school counselors, deans of students, technology trainer specialists, speech pathologists, library media specialists, curriculum/assessment specialists, and reading and math interventionists.

### **Article 9: 403B Plan**

The District will provide a 403(b) investment program under Internal Revenue Code Section 403(b). The written plan shall fully comply with regulations under Code 403(b).

### **Article 10: Publication of the Agreement**

Copies of the agreement shall be provided by the Board within a reasonable period of time after this agreement is signed. This agreement shall be provided to all teachers now and hereafter employed. Since the Board accepts responsibility for such publication, the agreement will be published in a format prepared by the Board.

### **Article 11: Employee/Board Rights**

1. Employee Rights: Nothing contained in this agreement shall be construed to deny any employees those rights provided under Nebraska law or other applicable laws and regulations.
2. Board Rights: The Board, except as is expressly provided in this agreement, reserves exclusively unto itself all the rights, powers, discretion, authorities, and prerogatives vested in it, whether exercised or not. Nothing herein shall be construed in any manner as constituting a delegation or waiver of any such rights, powers, discretion, authority or prerogative so vested in the Board or its designees.
3. Exercise of Board Rights: It is recognized that the Board normally exercises most of its responsibilities and rights through the Superintendent and/or other members of the administrative staff. The exercise of the foregoing rights and responsibilities shall not be in conflict with the specific and express terms of this agreement. The Board retains and reserves the right and responsibility of the proper management of the District in all of its various aspects.

## Article 12: Document Authorization

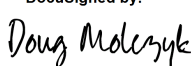
### President, Columbus Education Association

DocuSigned by:  
  
00505F1F08BD41C... Date 2/22/2022

### Chief Negotiator

DocuSigned by:  
  
08CFB3ACF6DF48E... Date 2/22/2022

### President, Columbus Board of Education

DocuSigned by:  
  
F025B0FDD2674F1... Date 2/22/2022

### Chief Negotiator

DocuSigned by:  
  
A1EE9D8615E5456... Date 2/23/2022



**APPENDIX A****2022-2023 Certificated Staff Salary Schedule**

				Base Salary		<u>\$38,650</u>					
<u>STEP</u>	<u>BA</u>	<u>BA+9</u>	<u>BA+18</u>	<u>BA+27</u>	<u>BA+36 / MA</u>	<u>MA+9</u>	<u>MA+18</u>	<u>MA+27</u>	<u>MA+36</u>	<u>EdSpec / MA+45</u>	<u>MA+54</u>
1	1.000	1.050	1.100	1.150	1.200	1.250	1.300	1.350	1.400	1.450	
	\$38,650	\$40,583	\$42,515	\$44,448	\$46,380	\$48,313	\$50,245	\$52,178	\$54,110	\$56,043	
2	1.047	1.097	1.147	1.197	1.247	1.297	1.347	1.397	1.447	1.497	
	\$40,467	\$42,399	\$44,332	\$46,264	\$48,197	\$50,129	\$52,062	\$53,994	\$55,927	\$57,859	
3	1.094	1.144	1.194	1.244	1.294	1.344	1.394	1.444	1.494	1.544	
	\$42,283	\$44,216	\$46,148	\$48,081	\$50,013	\$51,946	\$53,878	\$55,811	\$57,743	\$59,676	
4	1.141	1.191	1.241	1.291	1.341	1.391	1.441	1.491	1.541	1.591	
	\$44,100	\$46,032	\$47,965	\$49,897	\$51,830	\$53,762	\$55,695	\$57,627	\$59,560	\$61,492	
5		1.238	1.288	1.338	1.388	1.438	1.488	1.538	1.588	1.638	
		\$47,849	\$49,781	\$51,714	\$53,646	\$55,579	\$57,511	\$59,444	\$61,376	\$63,309	
6			1.335	1.385	1.435	1.485	1.535	1.585	1.635	1.685	
			\$51,598	\$53,530	\$55,463	\$57,395	\$59,328	\$61,260	\$63,193	\$65,125	
7				1.432	1.482	1.532	1.582	1.632	1.682	1.732	
				\$55,347	\$57,279	\$59,212	\$61,144	\$63,077	\$65,009	\$66,942	
8				1.479	1.529	1.579	1.629	1.679	1.729	1.779	
				\$57,163	\$59,096	\$61,028	\$62,961	\$64,893	\$66,826	\$68,758	
9					1.576	1.6260	1.6760	1.7260	1.7760	1.8260	
					\$60,912	\$62,845	\$64,777	\$66,710	\$68,642	\$70,575	
10					1.623	1.6730	1.7230	1.7730	1.8230	1.8730	
					\$62,729	\$64,661	\$66,594	\$68,526	\$70,459	\$72,391	
11	note: BA+36/MA step 11 is available only to those with a Masters degree (Article 2D)				1.670	1.7200	1.770	1.820	1.870	1.920	
					\$64,546	\$66,478	\$68,411	\$70,343	\$72,276	\$74,208	
12							1.817	1.867	1.917	1.967	
							\$70,227	\$72,160	\$74,092	\$76,025	
13	note: step 13 in the MA+36 column and step 14 in the EdSpec/MA+45 column become available in the 2015-16 school year.								1.964	2.014	2.070312
									\$75,909	\$77,841	\$80,018
14										2.061	
										\$79,658	
<u>Notes:</u>											
1. vertical steps are .047											
2. horizontal steps are .05											
3. the MA+54 column is not available after the 1997-98 contract year.											
4. extended contract employees are paid 100% of schedule placement on a per diem basis											
5. the non-student contact rate is calculated at BA-1/1,504:						<u>\$25.70</u>	per hour				
6. the student contact rate is calculated at MA-1/1,504:						<u>\$30.84</u>	per hour				
7. base salary for supplemental/extra duty salary schedules:						<u>\$38,650</u>					

APPENDIX B				
2022-23 Registered Nurse's Salary Schedule				
	Base Salary		<u>\$38,650</u>	
CECH's	RN	RN+225	RN+450	RN+675
Hours	RN	RN+15	RN+30	RN+45
1	1.00	1.07	1.14	1.21
	\$38,650	\$41,356	\$44,061	\$46,767
2		1.12	1.19	1.26
		\$43,288	\$45,994	\$48,699
3				1.31
				\$50,632
4				1.36
				\$52,564
5				1.41
				\$54,497

2022-2023		APPENDIX C				
\$38,650		Level 1	Level 2	Level 3	Level 4	Level 5
		Years 1 - 2	Years 3 - 4	Years 5 - 6	Years 7 - 14	Years 15+
Category 1	Basketball (HS Head B/G), Football (HS Head)	0.16 \$6,184	0.17 \$6,571	0.19 \$7,344	0.21 \$8,117	0.25 \$9,663
Category 2	Baseball (HS Head), Instrumental Music (HS), Soccer (HS Head B/G), Softball (HS Head), Swimming (HS Head), Track (HS Head), Volleyball (HS Head), Wrestling (Head HS), Bowling (Head HS)	0.13 \$5,025	0.14 \$5,411	0.16 \$6,184	0.18 \$6,957	0.22 \$8,503
Category 3	Basketball Asst (HS B/G), Cross Country (HS B/G), Football Asst (HS), Golf (HS Head B/G), Tennis (HS Head B/G), Vocal Music (HS)	0.11 \$4,252	0.12 \$4,638	0.14 \$5,411	0.16 \$6,184	0.18 \$6,957
Category 4	Baseball Asst (HS), Basketball Asst (Head 9th B/G), Football Asst (Head 9th), Soccer Asst (HS B/G), Softball Asst (HS), Swimming Asst (HS), Track Asst (HS B/G), Volleyball Asst (HS), Wrestling Asst (HS)	0.09 \$3,479	0.10 \$3,865	0.12 \$4,638	0.14 \$5,411	0.16 \$6,184
Category 5	Cross Country Asst (2), Tennis Asst, Volleyball Asst (Head 9th), Wrestling Asst (Head 9th)	0.08 \$3,092	0.09 \$3,479	0.11 \$4,252	0.13 \$5,025	0.15 \$5,798
Category 6a	Basketball Asst (HS 9th B/G), Football Asst (HS 9th), Instrumental Music (MS), Vocal Music (MS), Volleyball Asst (HS 9th), Wrestling Asst (HS 9th), Bowling Asst (HS)	0.06 \$2,319	0.07 \$2,706	0.09 \$3,479	0.11 \$4,252	
Category 6b	Basketball Head (MS B/G), Football (MS Head), Instrumental Music Asst (HS), <u>MS Head</u> Track (B/G), Volleyball (MS Head), Wrestling (MS Head)	0.06 \$2,319	0.07 \$2,706	0.09 \$3,479	0.09 \$3,479	
Category 6c	Dramatics	0.11 \$4,252	0.13 \$5,025	0.13 \$5,025	0.13 \$5,025	
Category 6d	Newspaper (Discoverer, HS), Cheerleader Sponsor (HS)	0.10 \$3,865	0.11 \$4,252	0.12 \$4,638	0.13 \$5,025	
Category 6e	Annual (Yearbook, HS), <u>Musical (HS, 3)</u>	0.12 \$4,638	0.13 \$5,025	0.14 \$5,411	0.15 \$5,798	
Category 7a	Basketball Asst (MS B/G), Drumline (MS), Football Asst (MS), Track Asst (MS B/G), Volleyball Asst (MS), Wrestling Asst (MS), Winter Percussion Ensemble (2)	0.05 \$1,933	0.06 \$2,319	0.08 \$3,092		
Category 7b	Activities Director (MS), Student Council (HS, 2)	0.09 \$3,479	0.10 \$3,865	0.11 \$4,252		
Category 7c	Debate (HS), Robotics (HS), Speech (HS)	0.09 \$3,479	0.12 \$4,638	0.12 \$4,638		
Category 8	Destination Imagination (HS, ES, MS), Diamond Dancers (HS), FBLA (HS), FCCLA (HS), HOSA, Mock Trial (HS), <u>CMS Musical Director (1)</u> , National Honor Society (HS), Quiz Bowl (HS), Academic Decathlon, Skills USA (HS, VICA), Strength Coord Fall, Strength Coord Winter, Strength Coord Spring, Strength Coord Summer, Speech Asst (HS), Student Council (Elem 1 per building, <u>MS 1</u> )	0.06 \$2,319	0.07 \$2,706	0.08 \$3,092		
Category 9a	CMS CL Sponsor (1), Intramurals (HS, 2), Intramurals (MS, 1), Junior Class Sponsor (1), Color Guard (HS, 1), Fall Percussion (1), CMS Quiz Bowl (1), Concessions Manager, Key Club	0.05 \$1,933	0.06 \$2,319	0.07 \$2,706		
Category 9b	Robotics (MS)	0.08 \$3,092	0.09 \$3,479	0.10 \$3,865		
Category 10	C-Club (HS), Asst. Cheerleader, Educators Rising (1), German Club (HS), Leadership (MS, 1), Math Counts (MS), Mentors (District), Musical <u>Asst.</u> (MS), Nursing Coordinator, <u>CMS Play (3)</u> , Renaissance (HS), Senior Class Sponsor (1), Yearbook (MS)	0.04 \$1,546	0.05 \$1,933	0.06 \$2,319		
Category 11	<u>Crisis Team Leaders (1 stipend)</u> , PLC Leader Stipend (1 stipend per team), Unified Bowling, Unified Track	0.0278707 \$1,077	0.0278707 \$1,077	0.0278707 \$1,077		

The Board of Education reserves the right to vary from this schedule when placing new employees at a higher level or when adding categories or activities to this schedule.

## **APPENDIX D: Grievance Procedures**

The Board and the Association recognize that the potential exists that a certificated employee or group of employees of the District may have a dispute stemming from a difference in the interpretation of the negotiated contract. The Board recognizes the need of such employee or group of employees to have a means to attempt settlement of such dispute and herewith prescribes a procedure to be followed when a certificated employee or group of employees wishes to attempt resolution of such a dispute.

These prescribed procedures are designed to attempt resolution of the certificated employees' or group of employees' dispute at a level closest to where the dispute occurred. If a resolution cannot be reached at this level, the prescribed procedure allows for progressive appeals before others possessing greater authority to resolve said disputes.

### **Definitions**

1. Board shall mean Columbus Public School Board of Education, Columbus, Nebraska.
2. Association shall mean Columbus Education Association, Columbus, Nebraska.
3. Certificated employee shall mean any certificated employee(s) employed by the Columbus Public Schools, Columbus, Nebraska.
4. He, his, him shall represent appropriate forms of the words, he, she and they respectively.
5. Grievance shall mean an issue(s) in dispute stemming from differences of interpretation involving the negotiated agreement.
6. Days shall mean contract days of the grievant of which neither the grievant nor his principal/director and Superintendent are absent from their assigned duties in the district for any reason other than for a reason classified as leave without pay.
7. Grievant shall mean a certificated employee(s) possessing a grievance under the governance of this policy.
8. Negotiated contract shall mean all items, which have been mutually agreed on through negotiations.

### **General Provisions & Procedures**

1. The Board shall assure every certificated employee the unobstructed use of these procedures without fear of reprisal or prejudice to his employment status.
2. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and reasonable effort shall be made by all parties to expedite the process. The time specified may be extended by mutual written agreement of the certificated employee and the Superintendent of Schools.

If a grievance is filed which might not be finally resolved under the time limits prescribed prior to the end of the school year, and which if left unresolved until the beginning of the next school year could result in irreparable harm to the grievant, the time limit set prescribed

shall be amended to the extent so that the grievance may be resolved prior to the end of the school year, or as soon thereafter as is practicable.

3. Failure of the grievant to proceed to Step 2 of Grievance Procedures Steps or any subsequent section of any of the prescribed procedures of Grievance Procedures Steps within the time limit set forth shall be deemed to have elected to accept the response previously rendered, and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator at any step to communicate his decision to the grievant in the time set shall permit said grievant to proceed to the next step.
4. If the subject of the grievance is the building Principal, the grievant is directed to contact the Superintendent of Schools.

#### Grievance Procedure Steps

Step 1: When a certificated employee believes he has a grievance, he may file a formal grievance in writing. The filing of said grievance must be on the Grievance Form and filed with his principal/director. The statement of grievance must state in writing the situation giving rise to the grievance and the remedy sought. The principal/director within ten (10) days of receipt of the Grievance Form shall hold a conference with the grievant. A written decision by the principal/director must be rendered within five (5) days of the conference and attached to the Grievance Form. If the grievance is to be dropped by the grievant at this level, the grievant shall notify in writing said principal/director within five (5) days of receipt of said principal's/director's decision.

Step 2: If the disposition of the grievance in Step 1 is not satisfactory to the grievant he may submit the grievance on the Grievance Form submitted in previous steps of this procedure within five (5) days to the Superintendent. The Superintendent or his designee must within ten (10) days of receipt of the grievance schedule a hearing before the Superintendent or his designee. The Superintendent or his designee shall inform in writing the grievant and the grievant's principal/director of the time and place of said hearing. Other individuals that can contribute to the resolving of the grievance may be present at said hearing. These named persons may be represented at said hearing. A written decision by the Superintendent or his designee shall be rendered and attached to the Grievance Form within five (5) days of said hearing. If the grievance is to be dropped by the grievant at this level, the grievant shall notify in writing said Superintendent or his designee he met with in Step 1 of this procedure within five (5) days of receipt of the Superintendent or his designee's decision.

Step 3: If the disposition of the grievance in Step 2 is not satisfactory to the grievant, he may submit the grievance on the form submitted in Step 2 of this procedure within five (5) days of receipt of the decision of Step 2 to the Superintendent. A hearing before the Board will be scheduled within thirty (30) days of the filing of the grievance with the Superintendent. The Superintendent or his designee shall inform in writing the grievant and the grievant's principal/director of the time and place of said hearing. Other individuals that can contribute to the resolving of the grievance may be present at said

hearing. These named persons may be represented at said hearing. The Board will render its decision within thirty (30) calendar days of said hearing and the Secretary of the Board will communicate the Board's decision to the grievant.

#### Procedure for Grievance Hearing

##### 1. General Procedure

- a. The grievant may request either a public or private hearing.
- b. The grievant may be represented by his designee(s).
- c. The Superintendent may be represented by his designee(s).
- d. Persons having information related to the grievance may be requested to be present at the hearing.
- e. The grievance shall be limited to the issue stated on the original Grievance Form submitted to the Principal/Director.

##### 2. Hearing Procedure

- a. The grievant or his representative(s) shall present his statement first in its entirety.
- b. The Superintendent/his designee(s) shall be allowed to question the grievant following his presentation.
- c. The Superintendent/his designee(s) shall present statements supporting the disposition of the grievance.
- d. The grievant or his representative(s) may question the Superintendent/his designee(s).
- e. Steps a, b, c, and d may be repeated no more than two (2) times.
- f. The Superintendent/his designee(s) may present summarizing remarks to the Board.
- g. The grievant or his designee(s) may present summarizing remarks to the Board.
- h. The Board may ask questions following summarizing remarks to clarify matters before them.
- i. The Board may then deliberate in executive session. The Board's decision regarding disposition of the grievance shall be made in a public meeting.

**COLUMBUS PUBLIC SCHOOLS  
Grievance Form**

Grievant \_\_\_\_\_ Date of Filing \_\_\_\_\_

Nature of Grievance (attach page if additional space is needed): \_\_\_\_\_

Remedy Sought: \_\_\_\_\_

Signature of Grievant: \_\_\_\_\_

-----

**DISPOSITION OF GRIEVANCE AT STEP 1**

Date of Decision of Principal/Director \_\_\_\_\_

Signature of Principal/Director \_\_\_\_\_

Date Received \_\_\_\_\_ (Copy of disposition attached)

I wish/do not wish to go to Step 2 (Must be decided within five (5) days of receipt of Principal/Director Decision)

\_\_\_\_\_  
Signature of Grievant      Date

-----

**DISPOSITION OF GRIEVANCE AT STEP 2**

Date of Decision of Superintendent/Designee \_\_\_\_\_

Signature of Superintendent/Designee \_\_\_\_\_

Date received by Grievant \_\_\_\_\_ (Copy of disposition attached)

I wish/do not wish to go to Step 3 (Must be decided within five (5) days of receipt of Superintendent/Designee decision)

\_\_\_\_\_  
Signature of Grievant      Date

-----

**DISPOSITION OF GRIEVANCE AT STEP 3**

Date of decision of Board of Education \_\_\_\_\_

Signature of Secretary of Board \_\_\_\_\_

Date Received by Grievant \_\_\_\_\_ (Copy of disposition attached)

## **APPENDIX E: Emergency Medical Leave Bank**

### **I. ESTABLISHMENT**

An Emergency Medical Leave Bank is hereby established to protect certificated staff members from financial loss due to extended absence from contractual duties. The Emergency Medical Leave Bank is not intended as a means to obtain additional leave once an individual has exhausted unused sick and personal leave. Rather, the purpose is to provide additional leave in the case of sudden, unforeseen illness or disability of indeterminate duration or maternity circumstances as described later in this document.

### **II. ELIGIBILITY AND PARTICIPATION**

The Emergency Medical Leave Bank will be available to all certificated staff members covered by this agreement. Participation and use of the bank will be on a voluntary and annual basis. Only those who contribute to the bank will be allowed to access resources of the bank.

### **III. CONTRIBUTIONS**

A period of two weeks beginning on the first contracted day of each school year will be provided for certificated staff to contribute to the bank.

The initial contribution expected of participants will be a donation of 1 day.

The maximum number of days that the bank may initially have is 275. This initial maximum number will then be reduced to a secondary maximum of 150 as provided below.

Participants who utilized days from the bank during the previous school year must contribute one day to once again be allowed access to resources of the bank.

New certificated employees and first time participants during the first two (2) weeks of each school year will be able to become participants in the Emergency Medical Leave Bank by donating one day. For mid-year hires, this application period shall be the first two weeks of employment with the Columbus Public Schools. Days contributed in this manner may be allowed to exceed the initial and secondary maximum limits.

Days contributed to the Emergency Medical Leave Bank may not be withdrawn for any reason.

Days remaining in the Emergency Medical Leave Bank at the end of the year will carry over to the next year.

When the balance in the Emergency Medical Leave Bank falls below 150 days, then ~~all~~ participating teachers other than those who must donate to re-join the bank may contribute one day of their annual sick leave the following school year until a secondary maximum of 150 days is reached.



#### **IV. ORGANIZATION AND RECORDKEEPING**

Records of all Emergency Medical Leave Bank functions will be jointly maintained by the Director of Business Operations and/or Human Relations of the Columbus Public Schools and by the President-elect or designee of the Columbus Education Association (hereafter CEA).

The Emergency Medical Leave Bank Review Committee will review valid applications. The review committee will consist of the Director of Business Operations and Human Relations, the CEA president, and one (1) member from each CPS building. The Director of Business Operations and/or Human Relations will serve as chairperson to coordinate review efforts.

#### **V. ACCESSING EMERGENCY MEDICAL LEAVE BANK RESOURCES**

Access to days from the Emergency Medical Leave Bank are available only to participating certificated staff members covered by this agreement.

Access to resources of the Emergency Medical Leave Bank may only occur during the current school year. The current school year shall begin on the first contracted staff day for each school year.

Teachers working beyond the regular 188-day contract will be excluded from the provisions of the Emergency Medical Leave Bank, during their extended contract period.

Accessing Emergency Medical Leave Bank resources may occur only after annual and accumulated sick and personal leave have both been utilized.

Emergency Medical Leave Bank cannot be used to extend beyond eligibility for long-term disability.

There is a limit per person of 15 days per semester.

Emergency Medical Leave Bank resources will provide additional days of (sick) leave resulting from:

- a. Absences that do not qualify for coverage under long-term disability.
- b. Absences related to sudden, unforeseen, illness or disability of indeterminate duration for self or any member of the participant's eligible family: only the following shall be considered members of the eligible family of an employee: Husband, significant other, wife, child. The superintendent may approve other family eligibility.
- c. Absences related to childbirth: a limit of ten (10) days may be requested by the parent from the Emergency Medical Leave Bank for childbirth during a 6-week maternity absence. These days would immediately follow the childbirth or adoption. In situations where the newborn child and/or female parent has special medical circumstances verified by a doctor requiring additional leave time, the EMLB Review Committee may provide up to a

total of 15 days of reimbursed leave (5 additional days). If a participant has 30 days of sick and/or personal leave accumulated, s/he may not request additional days from the Emergency Medical Leave Bank. In cases of adoption, the parent may request up to five (5) days. The male parent may request leave as provided in the negotiated agreement under provisions of Family Illness Leave.

Any paid leave granted pursuant to the Emergency Medical Leave Bank shall run concurrently with any Family and Medical Leave Act leave to which the teacher may be entitled.

Days of leave requested from the Emergency Medical Leave Bank shall be made on application forms provided for that purpose and submitted within 7 days of use of the last day of leave provided. A properly completed form will contain all requested information and will be signed by the applicant and co-signed by a member of the Emergency Medical Leave Bank review committee receiving the reimbursement application. An Emergency Medical Leave Bank review committee member may not sign his/her own reimbursement application form.

Applications for days of leave from the Emergency Medical Leave Bank must be accompanied by a physician's statement indicating the necessity of the absence.

## **VI. GENERAL GUIDELINES FOR DISTRIBUTION OF EMERGENCY MEDICAL LEAVE BANK RESOURCES**

If the request qualifies for the bank, the participant deserves at least a portion of his/her request. The Emergency Medical Leave Bank review committee will determine an equitable distribution of resources.

The District agrees to honor days of sick leave granted by the Emergency Medical Leave Bank Review Committee, in amount not to exceed the total numbers of days donated by the members of the Emergency Medical Leave Bank.

## COLUMBUS PUBLIC SCHOOLS

### Emergency Medical Leave Bank Enrollment and Contribution Form

this form due in Director of Business Operations and/or Human Relations office  
by 4:00 p.m. on the last Friday in August.

I wish to be a participant in the Columbus Public Schools Emergency Medical Leave Bank.

Name

---

Date

---

Days donated

1

Signature, Certificated Staff Member

---

Signature, Executive Director of  
Business Operations and Human  
Relations

---

## COLUMBUS PUBLIC SCHOOLS

### Emergency Medical Leave Bank Eligible Family Member Identification Form

This form is to be submitted with the initial Emergency Medical Leave Bank Contribution Form. This form may be amended when necessary to reflect eligible family member changes (new spouse or increase of children)

Name:

Date:

Spouse or Significant Other:

Children:

Approval of Emergency Medical Leave Bank Review Committee and Executive Director of Business Operations and Human Relations:

Emergency Medical Leave Bank  
Review Committee member

Date

Date(s) Amended

Executive Director of Business  
Operations and Human Relations

Date

Date(s) Amended

## COLUMBUS PUBLIC SCHOOLS

### Emergency Medical Leave Bank Additional Leave Request Form

This application is to be submitted to an Emergency Medical Leave Bank review committee member within 7 days of use of the last day of leave provided. The Emergency Medical Leave Bank review committee member receiving this form should immediately sign and date the form and inform the Emergency Medical Leave Bank chair of receipt of the request.

Name:

Date:

Number of days requested from Emergency Medical Leave Bank:

Specific dates and reasons for absence:

Date	Reason for absence (must include physician's statement):
------	--

Signature, Certificated Staff Member

Date

Signature, Emergency Medical Leave Bank review committee member

Date