

ULPs

There are many reasons to file an Unfair Labor Practice (ULP). CEA has filed ULPs because of poor judgment on the part of the administrator. Usually, ULPs stem from administrative attempts to limit members' involvement in union affairs. For example, if an administrator says at a staff meeting, "How dare you call your union," that's a ULP. If your administrator says you are not to call CEA, that's a ULP. If an administrator threatens members who call CEA, that's a ULP. If an administrator states, "I know who called CEA," that's a ULP. If an administrator revokes an offer on a supplemental and cites CEA involvement or consultation as the reason, that's a ULP.

Another reason to file a ULP is because of something called "direct dealing." Direct dealing occurs when there is an attempt to deal with the union through the employees rather than the employees through the union on terms and conditions of employment. You pay union dues and have the right to call CEA for any reason you deem appropriate. And if the principal says you must go through your Senior Faculty Rep, that's a ULP. Any CEA member may call CEA directly.

Building Staff Meetings

The recent MOU did not change Article 205 in the *Master Agreement* relating to building staff meetings. CEA bargaining unit members assigned to a school building are required to attend up to two regular building-level staff meetings per month, if called by the principal. Staff meetings should normally be held on Mondays. Additionally, staff meetings should occur at the end of the workday and not extend longer than 45 minutes after the end of the bargaining unit members' workday. If your administrator violated Article 205 by requiring that you attend building staff meetings that are being held during the workday notify your Faculty Representative or call the CEA Office.

Building Leadership Team Meetings

Your school's Building Leadership Team (BLT) exists as part of the Ohio Improvement Process. The BLT is comprised of a diverse group of staff members. This list of staff members includes, but is not limited to, your administrator(s), department chairs or department leader(s), others individuals representing other TBTs in your school, and your CEA Senior Faculty Representative. Only CEA bargaining unit members who have accepted the department chair or department leader supplementals are required to serve on the BLT. Your school's BLT should not meet during the work day as the person who holds the department chair/leader supplemental should not be performing a paid supplemental within the regular workday. Additionally, CEA bargaining unit members who do not hold the department chair/leader supplemental, but were boarded for hours to serve on the BLT, can only receive payment for hours worked outside the regular workday.

Student Attendance

Recently, the Department of Accountability put out a document entitled "Remote Learning and Blended Attendance Procedures." This document provides instructions to CEA bargaining unit members on how to take, change, or modify a student's attendance/participation in Infinite Campus.

CEA bargaining unit members are not required to take, change, update, or modify student attendance nor should they.

Per the MOU and Attachment A Part 1, Content Area Teachers description numbers 20-21, CEA bargaining unit

members are required to:

20. Teachers are expected to review attendance on an ongoing basis. If the teacher observes a trend of non-participation or non-attendance the teacher contacts the student/parent or guardian to determine what factors may be preventing the student from participating. This shall be recorded in the Personal Learning Plan/Contact Log (PLP) daily as to whether they were successful or unsuccessful in their attempt to contact the student/parent or guardian. Student and/or parents log in the student's attendance on a daily basis within their student or parent portal. Teachers will receive training about how attendance is taken and logged for synchronous and asynchronous learning.
21. Teachers shall review student participation/attendance records via Infinite Campus Instruction and document any participation/attendance discrepancies in the PLP log. The teacher will email the principal when a discrepancy is documented. (The attendance secretary will continue to process any excused absences per Board policy.)

If you are directed to take, change, or modify a student's attendance by your administrator, please notify your administrator of the above-referenced negotiated language. If you are still directed to take attendance, please contact the CEA office so that we may file a grievance on your behalf.

Religious Leave

Members should take note of the provision in the *CEA Master Agreement* that grants teachers the right to take religious leave. A teacher may be absent, with pay, on a day identified by a duly constituted religious body as a religious holiday. In order to be granted the leave, the religious body must establish the holiday as a day no work can be performed and the teacher must be an active member of the religious body. Requests for religious leave must be made at least five school days prior to the holiday; teachers will be granted no more than three days during a school year. All requests for religious leave must be made to the CCS Department of Human Resources.

The Reform Panel: Don't Be Afraid

Sometimes individual schools require changes to the *CEA Master Agreement* or district policy.

That is why we have the Reform Panel, detailed in Article 1503 of the *CEA Master Agreement*. The panel is a joint committee between CEA and the CCS administration that considers requests for variances to the Agreement.

Following a meeting several weeks ago, it seems that an unspoken fear of taking something to the Reform Panel has taken hold among secondary building principals. Your Union is not sure why this is the case. Perhaps building principals aren't allowed to bring something to the Reform Panel without the approval of their Area Superintendent. It could be that building principals have been told that bringing a variance to the Reform Panel is a "gamble" because the panel might deny the variance.

Continued on Page 2

Columbus
Education
Association

cea

Master
Agreement
2019-2022

Grievance Update

Your Association works hard to protect your rights and maintain the integrity of the negotiated contract. While we advise bargaining unit members to work out problems at the building level first, we know this isn't always possible. We will regularly inform you of the grievances on which CEA is working.

Building/Unit/Administrator	Statement of Grievance	Relief Requested	Disposition
South HS Edmund Baker	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of South HS, Edmund Baker, failed to adjust classroom numbers so that the class sizes/student load for teacher(s) at South HS meet contractual requirements.	That the principal immediately adjust numbers to make all classes and student loads for teacher(s) in the building compliant with the numbers required in the contract; and that no reprisals be taken against any member of the bargaining unit because of the filing of this grievance and that NO reprisals be taken against the grievant because of filing of this grievance.	Arbitrator selected. Arbitration hearing date pending.
CCS Administration	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the Board failed to provide the sufficient number of elementary physical education teacher(s) at Berwick K-8 to ensure physical education once per week in grades K-5 for 45 minutes.	That the Board provide a sufficient number of elementary physical education teacher(s) at Berwick K-8 to ensure physical education once per week in grades K-5 for 45 minutes and that NO REPRISALS be taken against the grievant or any other bargaining unit member due to the filing of this grievance.	Step II Hearing pending.
East Columbus ES Jamie Spreen	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of East Columbus ES, Jamie Spreen, failed to provide appropriate administrative support to the grievants in the discipline of their students.	That the grievants shall be made whole in every way, including, but not limited to the following: that principal provide appropriate administrative support to the affected bargaining unit members and that NO REPRISALS be taken against the grievants or any other bargaining unit member due to the filing of this grievance.	Step I Hearing pending.
Columbus City Schools Board of Education	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provisions of the 2019-2022 CEA-CCS Master Agreement, including but not limited to Articles 203, 905.01, and 905.04(J), when they unilaterally designated "Department Co-Chairs" and modified the Department Chair position supplemental pay rate at Northland High School. On or about August 31, 2020, the Association was informed via e-mail by Mary Anne Baum, acting in her capacity of Agent of the Board, that management's was asserting it's right to designate "Department Co-Chairs and modify department Chair position supplemental pay citing past practice. The e-mail read, in relevant part: "Columbus City Schools high school principals have appointed multiple Department Co-Chairs over the years and these appointments have not previously required review by the Reform Panel. It is management's position that based on past practice, this would not be required in Northland's case." Arbitrators and courts have routinely held that an assertion of past practice is invalid if the underlying circumstances have significantly changed. The parties overhauled the department chair position entirely during negotiations for the 2019-2022 CEA-CCS Master Agreement, including but not limited to the number of Department Chair positions, job duties, and the rate of supplemental pay. The BOARD's assertion of a "Past Practice" is invalid as the underlying circumstances have significantly changed.	The association requests that the grievant(s) be made whole in every way, including but not limited to the following: The Board shall cease and desist from unilaterally designating Department Co-Chairs and unilaterally altering the Department Chair supplemental pay rate, and shall comply with articles 203, 905.01, and 905.04(J) of the CEA-CCS 2019-2022 Master Agreement.	Step II Hearing pending.
Columbus City Schools Board of Education	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provisions of the Memorandum of Understanding – Return to School 2020-2021 School Year, including but not limited to Sections 2(c) and 2(j), when they failed to provide CEA bargaining unit members technology necessary to complete assignments and directives and directed CEA bargaining unit members to communicate electronically with students and/or families using a method other than a BOARD-owned communications platform. On or about August 26, 2020, the following directives were given via e-mail to CEA bargaining unit members by agent(s) of the Board. The directives read, in relevant part: "Kindergarten Teachers need to begin to contact K families to schedule their KRA-R appointments for the week of September 21- 25." "It is suggested to contact families as soon as possible to allow them to make adequate arrangements for their child to be assessed." The Board has failed to provide CEA bargaining unit members with the technology hardware and software to complete this directive as required by the Memorandum of Understanding – Return to School 2020-2021 School Year Section 2(c), and has directed CEA bargaining unit members to communicate electronically with students and/or families by a method other than a BOARD-owned communications platform in violation of Section 2(j).	That the grievants shall be made whole in every way, including, but not limited to the following: that principal provide appropriate administrative support to the affected bargaining unit members and that NO REPRISALS be taken against the grievants or any other bargaining unit member due to the filing of this grievance.	Step II Hearing pending.

Continued from Page 1

When variances have been denied in the past, it is most often because the variance process has not been followed. In rare occasions, the Reform Panel has denied a variance because it cannot be accomplished due to financial, policy, or statutory reasons.

It is important to remember that the Reform Panel process allows us to implement new and innovative ideas without violating or renegotiating our contract. When teachers want changes, for instance a different schedule or a policy requiring student uniforms, teachers may develop a proposal and take it first to the Association Building Council (ABC) who will conduct a vote. If two-thirds of the staff approves the request, it may go to the Reform Panel.

Your principal and the Senior FR must sign the proposal. The Reform Panel is there to help you implement new programs that will benefit your students. The required documentation for the Reform Panel is available on the CEA website under the "Forms" tab.

If you have questions about the Reform Panel, please call CEA President John Coneglio at CEA at (614) 253-4731.

Phone Calls

In negotiations, the Board's team informed your CEA Bargaining Team that the district would be purchasing Zoom for Remote Learning. Additionally, they informed us that they would be purchasing a Zoom add-on that would allow district staff to make outgoing and receive incoming phone calls through the program.

On Tuesday, Sept. 1, your Union was notified that the district had not actually purchased the Zoom add-on as they had promised. We were provided the following information on Wednesday, Sept. 2, from the District's Chief Information Officer through Human Resources:

- Currently, teachers can schedule a Zoom meeting, provide the student/parent with the phone number attached to that meeting, and speak with the student/parent through Zoom. Questions about Zoom can be directed to ccszoomsupport@columbus.k12.oh.us.
- IT is working on another solution that we expect to

be in place in 6–8 weeks. This solution allows a staff member to make and receive calls from their computer without setting up a meeting.

In light of this most recent development, your Union wants CEA bargaining unit members to know the following:

You cannot be required to use your own personal device to perform work-related tasks; this includes making phone calls to parents or students. CEA strongly recommends using district devices as your personal device could be subject to records requests or subpoenas if you use it for work purposes.

You cannot be required by your administrator to “come in” and make phone calls.

If you are directed to make phone calls to parents or students by your administrator, please advise them that pursuant to the MOU 2 (j) and (c):

- j. No CEA bargaining unit member shall be directed to communicate electronically with students and/or families by any method other than a BOARD-owned communications platform (i.e. District Email, Google Classroom, etc...).
- c. The BOARD shall provide to CEA bargaining unit members all technology hardware and software necessary to complete assignments and directives. Requests for BOARD technology shall be made to the CEA bargaining unit member’s immediate supervisor.

In an email to your supervisor, request the necessary technology hardware/software to accomplish your assignment. Please feel free to include the language above. **If you are further directed to make work-related phone calls, please call the CEA Office so we may file a grievance on your behalf.**

If you have further questions, contact the CEA Office.

Guidance re: Grading Work from Previous Quarter

This past spring, CCS decided that students will have until Sept. 15, 2020, to submit classwork to support a grade change (i.e. Incomplete to Pass) for the fourth quarter of SY19–20. The teacher of record of a student that makes such a request has the opportunity to grade the work and make the determination if a grade change is warranted. Pursuant to an MOU entered into with CEA, any teacher who elects to grade the work from the previous quarter will be paid a stipend of not less than 10 hours. If a teacher spends more than 10 hours grading these assignments, the teacher will be paid an additional \$34.64 per hour.

Earning CEUs For Synchronous PD

On June 3, 2020, the CCS LPDC modified the attendance requirements for Synchronous Online Professional Development delivered within the district. Prior to June 3 online PD sessions had to be recorded in order to document attendance and award CEUs.

Revised June 3, 2020:

PDS Instructors will maintain either a recorded copy of the session or collect a record of attendance at the end of the session.

- If the session is recorded, PDS Instructors will also maintain attendance for all participants that received CEUs by printing attendees’ names on the CCS District Attendance Form.
- If the session is not recorded, participants are required to complete a Google Form with the participant’s name, employee ID number, and time attended (i.e., 4:06–4:59 p.m.) after the virtual/online session is completed. The link to the Form needs to be shared at the end of the virtual/online session. Instructors will allow three school days for completion. The Instructor will file the resulting Google Sheet created by the Form as the printed record of attendance.

PAR/CEU Classes

The Peer Assistance and Review (PAR) office will be offering a series of professional growth opportunities for teachers of all skill and grade levels. Participants will receive 0.2 CEUs and materials

will be provided.

Sept. 22 The Nuts and Bolts of Managing Your Classroom

Oct. 6 Lesson Planning and Delivery: Add Zip & Zest to Your Lesson

Oct. 6 Books Bring Balance-Elementary (Session 1)

Register today on PD Planner for any or all of these sessions.

All classes will be held from 4:30–6:30 p.m. Call the PAR Office at (614) 365-5110 for more information or ask your PAR CT if you have questions.

Only CEA Members Get Free Legal Assistance

CEA offers a members-only Legal Services Plan through the law firm Cloppert, Latanick, Sauter and Washburn featuring



reduced rates for those personal matters requiring a lawyer such as developing estate plans, resolving domestic matters and dealing with traffic violations.

Here’s how the Basic Plan or the OEA/NEA Attorney Referral Program works: When you become a CEA member, you automatically receive, at a reduced rate, legal assistance with matters in five areas: real estate, wills and estates, domestic relations, consumer protection, and traffic violations. The best thing is that your immediate family is also eligible. As a CEA member, you automatically receive four free half-hour meetings to discuss any legal matter except income tax preparation. There is another plan available as well. The Comprehensive Plan costs more, but provides more extensive coverage for matters such as personal injury at a predetermined, discounted rate. The plan allows you more time to discuss lengthier items such as document reviews. The Comprehensive Plan also entitles you to attorney time for services such as business dealings, bankruptcy or taxes, and defense in criminal matters; however, these matters do not qualify for the discounted rate. For questions and consultation appointments, call the Cloppert Law Firm at (614) 461-4455.

First Thursdays = CEA

Any events that require the majority of the school staff to be in (virtual) attendance should not be scheduled after school on the first Thursday of any month. This is because Association business occurs chiefly on Thursdays. If you have questions, consult Section 205.04 of the *CEA Master Agreement*.

September Legislative Assembly (LA)

The first CEA Legislative Assembly of the 2020–2021 school year will be held on Zoom on Thursday, Sept 17. Registration begins at 3:30 p.m. with the meeting starting promptly at 4:30 p.m. All Faculty Representatives should plan to be in attendance. *RSVP* to Michelle Crouse at crousem@ceaohio.org. Be sure to include your name and the building/unit you represent.

Only CEA Members’ Children Get Free College Scholarships

The CEA Member Scholarship Fund is now open for applications. This benefit is for our members with children who are college seniors. The fund provides **\$1,500** in tuition assistance for each senior attending a four-year college or university. Eligible students are college seniors between Sept. 2020 and June 2021 with at least a 2.0 GPA. Payment will be made directly to the college or university. Parents or guardians must have taught in the Columbus City Schools for four years prior to the application date and must be continuous CEA or CEA-R members. To download the application, go to <https://bit.ly/2FXMf3r>.

The deadline is 4:30 p.m. on Friday, Oct. 23. If you have questions, call Kathy Wilkes at (614) 253-4731.

Have you formed your ABC?

One of the most important mechanisms of the school building is the Association Building Council (ABC). This group of at least five teachers, organized during the first month of each school year, is an advisory group that assists the principal and the school staff in developing policies and programs for the school. Details can be

found in your *CEA Master Agreement* (Article 202.01). Here are the basics:

- The ABC consists of the building’s Senior Faculty Representative, two other members elected by secret ballot, and two members appointed by the principal.
- All CEA bargaining unit members have the right to have matters placed on the ABC agendas and have the right to speak to the ABC on those items. Most ABC meetings are open to all CEA bargaining unit members in the building.
- The principal is not a member of the ABC and cannot vote on any agenda items, but should be in attendance at all ABC meetings.
- Send a copy of the minutes of your ABC meetings to CEA Vice President Phil Hayes at hayesp@ceaohio.org and your CEA District Governor.

Special Note

- ☐ **All Resident Educators** are required to attend one of these two **virtual Resident Educator Orientations: Sept. 9 or Sept. 15, from 4:30–6:30 p.m.** Register for the session on PDS; registrants will be sent a link to the meeting prior to the session.

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CEA Office Contact Information

- John Coneglio, President coneiglioj@ceaohio.org
 Phil Hayes, Vice President hayesp@ceaohio.org
 Tai Hayden, Staff Consultant..... haydent@ceaohio.org
 Cindy Love, Staff Consultant..... lovec@ceaohio.org
 Teri Mullins, Staff Consultant mullinst@ceaohio.org
 Tom Busher, Budget Director bushert@ceaohio.org
 Bob Hern, Membership..... hernb@ceaohio.org
 Dorothy Wilson, TLI wilsond@ceaohio.org
 Michelle Crouse, Administrative Assistant crousem@ceaohio.org
 Kathy Wilkes, Administrative Assistant wilkesk@ceaohio.org

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www.ceaohio.org/cea-contract/

and click on

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