Volume LI, No. 34 The Columbus Education Association

### Five Days of "Thank You"

Tuesday, May 4, is National Teacher Day. The entire week of

May 3–8, National Teacher Appreciation Week, is sponsored by the National Education Association and the National PTA. Thousands of communities will take time to honor their local educators and acknowledge the contributions they make to our lives. CEA recognizes the crucial role teachers play in making sure every child receives a quality public education and hopes administrators will take the time to convey to parents and the community the hard work educators



do each day to make public schools great for every child. Even teachers appreciate the teachers who helped shape their lives.

We are saying 'thank you' this week, and throughout the year, to the extraordinary educators who have worked tirelessly with students and families to keep things moving forward, despite such an unpredictable year. Through all the challenges we've faced this year, educators and families have stuck together to show students a bright path forward. This Teacher Appreciation Week, communities across the country will come together to appreciate educators and the lengths they will go to ensure every student, no matter who they are or where they live, has the tools to learn, grow, and thrive.

This year, each day of Teacher Appreciation Week will have a social media challenge or theme in which NEA and the National PTA want people to participate. The daily challenge can be found on NEA's 2021 Appreciation Week landing page: https://www.nea.org/advocating-for-change/new-fromnea/thank-educator-today-and-every-day.

### **Letter From The President**

Dear Union Family:

At 5:30 p.m. on Wednesday, May 5, Dr. Dixon will roll out her plan for what the 2021–2022 school year will look like to the Columbus Board of Education.

Last year, during both the summer and fall while your CEA Bargaining Team was still at the table, Dr. Dixon was publicly selling her vision of what school would look like to our students and their families in the media—before negotiating it with your Union. Parents and students were sold one thing by Dr. Dixon, and what they got was considerably different than what they were promised.

Throughout this year, our members have suffered the consequences of Dr. Dixon's repeated "*ask for forgiveness instead of permission*" approach. Our members are the ones who are being put in the middle while working with students and parents who are frustrated with the administration's inability to effectively communicate.

I ask every CEA member to watch Wednesday's Board of Education Meeting at 5:30 p.m. to witness, first-hand, what Dr. Dixon's proposed plan is for the 2021–2022 school year. Remember, if it impacts the terms and conditions of your employment, it must be bargained.

In Solidarity,

The CEA

John Coneglio

Columbus Education Association

*Master Agreement* is set to expire in fewer than 471 days.

#### 929 East Broad Street

Columbus, Ohio 43205

www.ceaohio.org

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CEA Voice

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endorsement.

May 3, 2021

## **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
Edmund Baker South HS	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 contractural 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 Columbus City Schools Board of Education and/ or its agents violated, misinterpreted, and/or misapplied provisions of the 2019-2022 CEA-CCS Master Agree- ment, including but not limited to Articles 201.03 and 210.03, when Director of Employee Relations John Dean, acting in his capacity as agent of the board, informed the Association via email that it would unilaterally imple- ment a revised elementary grading policy which directed teachers to provide opportunities to improve students' final quarter grades and reopened the elementary grading window for the first quarter. On or about January 20, 2021, the Association was made aware of the implementation of this revised elementary grading guidance via email. The email from the Director of Employee Relations reads, in relevant part; "After review of your position, the District has decided to move forward with the implementation plan as presented to you last week without additional modification. Addition- ally, we decline to make the guidance optional." Article 201.03 of the 2019-2022 CEA-CCS Master Agreement reads: "In the event the school administrator changes a student's final grade, the administrator will, as promptly as practical, notify the teacher who gave the original grade. In the event the school administrator changes a student's nine-week grade, the administrator will and date such change and, as promptly as practical, notify the teacher who gave the original grade." Article 210.03 of the 2019-2022 CEA-CCS Master Agreement reads, in relevant part: "For grades Pre– Kindergarten through grade hve (5): a. The grade entry window shall be open beginning twenty (20) school days before the end of each grading period and ending the day prior to distribution of grade reports. 3. All teachers shall have final student grades entered into the electronic grading system in accordance with the grade mark entry schedule."	The association requests that the grievant(s) be made whole in every way, including but not limited to the following: For each impacted bargaining unit member, the Board shall provide the hourly equivalent of two (2) contractual work days of unassigned time, free of duty, during the regular school calendar for the completion of work which was not completed due to the Board's violation of the Master Agreement. The Board shall comply with articles 201.03 and 210.03 of the Master Agreement.	Article 210.03-The CEA Representative is correct that the grading window was open to allow the teachers the ability to enter the updated grades. However, this action is not prohibited by the Master Agreement between CEA/CCS. This action is not a violation of contract and does not prohibit Management from reopening the window to facilitate student support. The agreed upon MOU indicates that teachers will communicate to ensure student success. The grade change was not included in the MOU. Furthermore, noth- ing in the Master Agreement prohibits that grading guidelines violate the contract. 201.03-Is a notification provision and there is no pre-emption of grade change process. There is nothing in this article that restricts outreach efforts. These efforts can provide opportunities for student success. Relief Requested. In lieu of the above, there is no evidence to support the Union claims that Management was in violation of the Master Agreement or Article 201.03 and 210.03. The CEA Board of Governors has voted to send this grievance to arbitration.

Continued from Page 1

This section of the *CEA Voice* was left intentionally blank because it contains a political endorsement.

### Grievance Update: CEA Achieves Three Favorable Settlements, Three Others Scheduled for July Arbitration

On Apr. 26, President John Coneglio signed favorable settlements of three outstanding CEA grievances achieved through negotiations with the Board. These grievances had been previously denied at Step Two of the process but were recently reviewed again as the parties began the arbitration scheduling process.



Two of the grievances applied to CEA nurses; in one case the discipline of a bargaining unit member was grieved under our contractual "just cause" provision, and this discipline has been reduced by the settlement. In the second nurse-related grievance, the Board has agreed that part-

Master Agreement 2019–2022

time nurse scheduling will be completed by our bargaining unit members consistent with pre-pandemic practices once bargaining unit members return to a five day per week in-person schedule.

The third settled grievance was a win for CEA involving the interpretation of newly negotiated language in the 2019–2022 *Master Agreement* regarding Department Chair positions. As a result of this settlement, for the fourth quarter and the entire 2021–2022 school year, the following schools will provide a Department Chair supplemental position for English or Math (as determined by the principal) for 6th grade under the terms of Article 905.01 of the *Master Agreement*: Fairwood K–6, Lincoln Park K–6, Linden STEM K–6, Livingston K–6, Moler K–6, Hamilton STEM K–6, South Mifflin STEM K–6, Southwood K–6, and Windsor STEM K–6. Members filling these 6th Grade Department Chair roles will receive a prorated supplemental amount for the fourth quarter but will receive a full year's credit for holding the position.

Three additional grievances denied at step two have been scheduled for arbitration on July 21 and 22. These grievances involve unified arts class sizes above contractual allowances at South HS 7–12, utilization of CCRCs for functions outside of negotiated job descriptions, and unilateral reopening of the elementary grading window this school year.

### Know the Contract: Covering a Colleague's Class

Sometimes teachers are absent from the classroom and there is no sub to teach that day. Section 209.04 of our contract addresses this situation. The MOU that was negotiated Oct.28, 2020, contains no changes to Section 209.04.

In elementary schools, when a member of the bargaining unit is absent for one half a school day or more and no substitute is available, the absent teacher's assignment shall be divided among the teaching staff. In middle and high schools, the assignment shall be rotated among the teaching staff.

Middle and high school teachers can be assigned to cover the class of an absent colleague during their conference period or their duty period. Only coverage during a teachers' conference period is paid.

Your Union has been receiving reports of administrators "thinking outside of the box" and coming up with new and innovative ways to violate the Master Agreement with regards to class coverage. This includes, but is not limited to:

- Elementary administrators assigning an entire class to one teacher instead of dividing it up among the teaching staff.
- MS/HS administrators assigning a teacher to supervise multiple classes that have been combined into a "super class" during their conference or duty period.
- MS/HS administrators assigning a teacher to supervise one or more classes during one of their teaching sections

instead of their conference or duty period.

If your administrator asks or assigns you class coverage in violation of the *Master Agreement*, please speak with your Faculty Representative or call the CEA Office immediately at (614) 253-4731.

## **Capital District RA Update**

CEA Delegates to OEA's Capital District met Apr. 28 at their

annual Representative Assembly via Zoom, held to prepare for the OEA Spring Representative Assembly scheduled for May 8. The



Capital District is one of ten geographical districts that make up the Ohio Education Association. It is the only district in OEA that is comprised exclusively of one local Association. The Capital District delegates hosted OEA President Scott DiMauro, Vice President Jeff Wensing, Secretary-Treasurer Mark Hill and other special guests. DiMauro reiterated the importance of the federal rescue act and the need to support the fair school funding plan. Wensing praised CEA and Capital District for their attention to member recruitment and retention. Additionally, Wensing noted that the Fair School Funding Plan provides even more money over an extended period of time than the federal rescue plan with nearly 70 percent of the proposed funding going to urban districts like Columbus. CEA President John Coneglio gave a rousing speech regarding the importance of supporting the OEA Fund for Children and Public Education.

## **Reminder: Unified Arts Room Repurposing**

CEA Faculty Representatives and members who teach art or music should know and utilize their newly won rights to help protect their teaching spaces! New language added to the 2019–2022 CEA Master Agreement creates a process for any building where administration is considering "repurposing" an existing art or music room. The process includes the following steps:

- 1. Notice: Your administrator must provide written notice to the building Senior Faculty Representative for that building at least seven days before the proposed repurposing.
- 2. Meeting: A meeting of the Association Building Council must be convened within a week (after the written notice) for the specific purpose of CEA presenting alternative space allocation plans.
- 3. Reconsideration: If a space is repurposed anyway, the Association Building Council must discuss by the end of the school year the use of that instructional space for the following school year.

While administration can still repurpose art and music space over your objections, this new language is your opportunity to work together and present alternative plans, and also to document your objections to losing your space and revisit the decision for the following year. It is also CEA's opportunity to collect documentation of this issue ahead of next year's negotiations. If you have any questions, please refer to Article 206.14 of the *Master Agreement* or contact the CEA Office.

# CCS SEL One-Day Virtual Summit

Do you utilize evidence-based strategies, or approaches to create innovative and differentiated social emotional learning experiences? If yes, the Department of Equity Office of Social Emotional & Student Support Services encourages you to submit a proposal to present at Columbus City School's SEL One-Day Virtual Summit on Wednesday, June 9, 2021.

A committee will review your submission and make selections based on conference goal alignment and topic needs. Proposals may be submitted individually or as pairs of co-presenters. Key areas of focus include:

• Building Foundational SEL Knowledge and Creating awareness, commitment, and ownership of social emotional learning through the development of a shared vision and engaging in collaborative planning (CASEL School-wide Implementation–Focus Area 1). • Strengthen Adult SEL and further develop staff capacity for cultivating their own social, emotional, and cultural competence; modeling SEL; and building collaborative and trusting relationships (CASEL School-wide Implementation–Focus Area 2).

Three learning pathways for participants to choose from:

- Adult SEL-Self: Opportunities to cultivate your own social, emotional, and cultural competence, collaborate with others, build trusting relationships, and maintain a strong community.
- **SEL and Equity–Staff**: Adults reflect on their own identities, assets, and biases, and engage in culturally responsive practices and conversations around equity.
- Schoolwide SEL-Students: Promote the integration of SEL objectives into instructional content and teaching strategies for academics as well as music, art, and physical education.

The submissions collected from this Call for Proposals will be considered for 60-minute session(s). Selected presenters will receive correspondence via email with specific details and compensation information.

Completed proposals are **due by 5 p.m., Friday, May 7, 2021**. Go to http://bit.ly/SELoneday21 to submit your proposal.

Thank you for your interest in presenting at Columbus City Schools SEL One-day Summit.

# **Evaluations: Know Your Responsibilities**

As we approach the end of the evaluation process for this school year, there are a few things you must complete to ensure everything is in order. Keep the following dates in mind as we close out 2020–2021 evaluation cycles.

ODE has a required electronic teacher and principal evaluation system (eTPES) that is used for reporting the evaluation results for classroom teachers & school counselors (*not LSPs*).

• Apr. 28–May 7: Teachers and school counselors will receive a printout/electronic version of their Final Summative Rating Report from eTPES from building principal or evaluator. Staff on the LSP rubric will receive a printout/electronic version of their Final Summative Rating Forms from ILEAD from building principal or evaluator. This constitutes the Final Conference for the school year.

Joint Evaluation Panel has approved an Appeals Process for staff who wish to appeal their evaluation. Staff must meet one of the following criteria:

- Educators that have an overall Final Summative Rating of "Ineffective."
- Educators that have an "Ineffective" performance rating.
- Two evaluators and the overall rating is questionable.
- The evaluation contains a procedural error.

The Evaluation Appeal Form will be available on May 10 on the ILEAD website at https://www.ccsoh.us/Page/2360. To file an appeal, submit the completed form along with appropriate documentation to Teri Mullins at CEA by 4:30 p.m., Friday, May 21, 2021. The Joint Evaluation Panel will meet to review appeal requests the week of June 7.

## Donate to the Catastrophic Sick Leave Bank

The following members have been approved for **Catastrophic** Leave and are in need of donated days:

Wedgewood MS	
Clinton ES	
Duxberry Park ES	
East Linden ES	
Clinton ES	
Briggs HS	
Westmoor MS	

To donate, enter your name at the top of the CCS "Report of Employee Absence" form. In the *Comments* section, write the words, *Catastrophic Sick Leave Donation*. Be sure that you *and* your principal or supervisor sign the form. Indicate on the form to whom you are donating the sick time.

## Take the Facility Master Plan Survey

Columbus City Schools is seeking your input. Help shape the future of the District's facilities. Our Facilities Master Plan (FMP) committee is hosting several community conversations and you're invited to participate.

Columbus City Schools is beginning a year-long FMP process in which community input is vitally important. They are starting by conducting Regional Community Conversations, which will be led by community volunteers and are open to the public to participate.

To sign up for a Regional Community Conversation, go to **https://forms.gle/KYxxyjRPfn8dS3cCA** and submit your initial feedback on the state of the District's school facilities. Ultimately, the year-long process will result in a comprehensive District Facility Master Plan.

## Update: OTES 2.0

Next school year, our district's teacher evaluation process will transition to OTES 2.0. This new framework is no longer a 50/50 split between Teacher Performance and Student Growth Measures (it is fully based on Teacher Performance).

Professional Learning & Licensure is partnering with ODE to offer several opportunities for new learning. The purpose of this 1.5 hour session is to provide an overview of the Ohio Teacher Evaluation System 2.0 (OTES 2.0). The OTES 2.0 Overview session is intended for those impacted by changes in legislation which prompted the revision of the current OTES, those being evaluated as licensed educators. Participants will gain a better understanding of Ohio's transition from OTES 1.0 to OTES 2.0, shifts in focus throughout the evaluation system, and prompt future conversations about how to implement the evaluation system as a true professional growth model.

#### **Objectives:**

By the end of the session, participants will:

- 1. Meaningfully engage with information concerning the transition to the Ohio Teacher Evaluation System 2.0.
- 2. Examine the legislation, framework, and model information that comprise the Ohio Teacher Evaluation System 2.0.

Register for a session and learn more about OTES 2.0, go to https://ccsoh.truenorthlogic.com (Course Number: 41302). Remember to scroll down and click on "view all sections" in the bottom right hand corner to see all eight options. These sessions will be through Zoom and you will receive the link and any training materials the day before your session. Below are the dates and times for the overview sessions:

3:45–5:15 p.m.	
3:45–5:15 p.m.	
10–11:30 a.m.	
2–3:30 p.m.	
4–5:30 p.m.	
4–5:30 p.m.	
4–5:30 p.m.	
10–11:30 a.m.	

If you have questions, contact **Wendy Jones** at ileadadmin@ columbus.k12.oh.us.

## **Apply to Teach Summer School**

The CCS Summer Experience Program (Summer School) application is now open and will remain open throughout the summer as hiring is finalized. Thanks to an MOU that was negotiated by your Union and the administration, this year, for the first-time ever, **Part-Time Hourly Special Education Intervention Specialists**, **Latchkey Teachers**, and **part-time hourly CEA bargaining unit members** are now eligible to apply for the 2021 Summer School.

All selected CEA bargaining unit members will receive a contract via school mail that must be returned in order to be placed in a summer position.

To apply, go to http://bit.ly/2021ssCCS. If you have questions, contact Emma Corbin, Summer Experience Coordinator at ecorbin5214@columbus.k12.oh.us.

## **NEA Member Benefits Offers Classes**

CEA members are invited to engage with NEA Member Benefits via Zoom and be showered with information about Student Loan Forgiveness and Retirement. The presentation will last an hour but the presenter(s) will be available about 30 minutes prior to the start time for members who may have a question before committing to stay. The presenter(s) will stay on following the presentation for questions that any member may have.

#### Student Loan Forgiveness Options for Education Employees

With more than 44 million borrowers and over \$1.6 Trillion

in outstanding debt, the effect of student loans is impacting not only borrowers but communities at large. But despite



the resistance of some for loan forgiveness, it remains available to educators. Depending on where you work, what you do, and what types of loans are outstanding, educators may be eligible to have all or some of their loans forgiven. With the new **NEA Student Loan Forgiveness Navigation Tool**, NEA members can determine if there is a more economically advantageous payment option as well as determine which forgiveness option(s) are applicable and provides the tools to apply for free!

Join us on **Tuesday, May 4 at 4:30 p.m.** To join a meeting, go to **https://bit.ly/3bwKFmN** or to join by phone, call (301) 715-8592. If needed, use meeting ID 926 4109 3598 and passcode 761378.

#### When Can I Afford to Retire or Will I Just Die at My Desk?

Retirement is confusing and planning is usually far more complex than members realize. It is even more complex if you are married to someone working in the private sector because of **Social Security's Government Pension Offset and the Windfall Elimination Provision (GPO-WEP)**. But with this workshop, we will increase members' awareness of their retirement system, their pension payout options, health care costs and more. Participants will be able to determine if they are on the right track in their retirement preparations and, if not, what are their options, including sheltering severance pay and purchasable service credit options.

Join us on **Wednesday, May 5 at 4:30 p.m.** To join a meeting, go to https://bit.ly/3buhWyW or to join by phone, call (301) 715-8592. If needed, use meeting ID 984 1090 8742 and use pass-code 472133.

### **PAR/CEU Class**

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 CEUs. Course materials will be provided.



May 11 End the Year on a High Note (0.2 CEUs)

Register today on PD Planner for any or all of these sessions. All classes will **begin at 4:30 p.m.** unless otherwise noted. Call the PAR Office at (614) 365-5110 for more information or ask your PAR CT if you have questions.

### **Remote-In/Simultaneous Instruction**

During negotiations for our comprehensive 2020–2021 School Year Memorandum of Understanding, the District's bargaining team brought to the table a proposal that a large group of CEA bargaining unit members would be required to instruct in-person and virtual students simultaneously using "remote-in" technology.

Your CEA bargaining team was unequivocal in its response. *Except in extremely limited circumstances, the proposal was a non-starter.* 

Educators responsible for the supervision and education of both in-person and remote students at the same time incur significant risk to their licensure and careers. We reminded the Board's team that during these very negotiations, over 600 teachers in neighboring Gahanna made the difficult decision to go on strike in the middle of a global pandemic over this very issue, ultimately forcing that district to drop the requirement.

Your CEA team was successful in limiting so-called "remote-in" instruction to the following situations (Blended Learning Model, Content Area Teachers, Paragraph #4): "Special identified student populations (AP, IB, CCP, Career Center) may fall outside of these asynchronous minute requirements if teachers, in their professional judgment, choose to provide live instruction at their sole discretion to students who are remote or if the teachers must provide live instruction to certain students who are remote if deemed an appropriate accommodation as the result of a 504 or IEP team meeting, due process or mediation case."

This language is followed by an entire paragraph of agreed-upon protections for members in these narrow categories. To be crystal clear:

- The ONLY CEA bargaining unit members who can be directed to provide simultaneous remote-in instruction are those with remote students for whom remote-in instruction has been deemed an appropriate accommodation as the result of a 504 or IEP team meeting, due process or mediation case.
- 2. The ONLY CEA bargaining unit members who may choose, at their sole discretion, to provide remote-in instruction are those with AP, IB, CCP, or Career Center students.

We understand the desire of some members to provide extra "live" instruction to their remote students. However, these negotiated limitations are for the protection of your licensure and career.

We are also receiving reports that some administrators are directing, encouraging, suggesting, pressuring, or implying that other CEA bargaining unit members must provide remote-in instruction.

### This is unacceptable.

A directive to provide remote-in instruction is a change in your working conditions that must be bargained pursuant to Ohio Revised Code 4117. Outside of the narrow categories detailed above, no such agreement has been reached between CEA and CCS. A directive to other bargaining unit members to provide remote-in instruction will result not only in a grievance being filed for violation of the MOU, but potentially an Unfair Labor Practice charge being filed with the State Employment Relations Board for a unilateral change in working conditions.

If you have any questions do not hesitate to contact CEA.

# **Special Notes**

- **Fall 2021 Fee Waiver:** The online application period is open until May 11, 11:59 p.m. Access the online application from home or work using your CCS email username and password. Have your college ID number available when applying. The online form will automatically send you a confirmation email once your application is submitted. Instructions to complete the online application can be found at http://bit. ly/2jhWSjd. If you have Priority I or Priority II status, upload the proper documentation with your online application. Documentation is required with each fee waiver process. Your priority status will change without the proper documentation. Go to https://www.ccsoh.us/Page/4815) to provide you with frequently asked questions regarding the process, links to each of the universities, priority status, and documentation guidelines. Contact Sara Lowery at slowery@columbus. k12.oh.us if you have any questions.
- PBIS FRIDAY LIVEI: Every Friday the District PBIS Coordinators present fifteen minutes of SEL Connections and PBIS Quick Tips. These are a great opportunity to connect with other staff, practice self-care, and start your Friday in a positive and calm way. All staff are welcome. Join us on Fridays from 8–8:15 a.m. Questions? Contact Jacquie Pencek, District PBIS Coordinator, at jpencek9864@columbus.k12. oh.us. Go to https://ccsoh-us.zoom.us/s/3059377463# to participate.
- Professional Leave: There is \$200,000 available to bargaining unit members each year to pursue professional development opportunities outside the school district. These include taking a course or attending a conference or workshop. Due to the COVID-19 Pandemic, all district-related travel has been prohibited, however, professional leave is available

for online conferences. Forms to apply for professional leave are available in the "Forms" section of the CEA website or the CCS Intranet, along with the full leave guidelines and the deadline schedule for applications based on the activity date.



### Asking for Assistance is not a weakness. Contact EAP for help.

From time to time, we all feel stressed out. One of your negotiated

benefits is the **Employee Assistance Program**, (EAP). Get help, **at no cost to you**, for confidential and private counseling services.

The program is run by ComPsych. Referrals include free, short-term counseling for a variety of issues. Call **800-774-6420** or go to **www.guidanceresources.com**. Use "**CCS**" as the company ID to register.





#### **CEA Office Contact Information**

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