

CEA Pushes Back on AG 5410

Earlier last week, the administration informed principals of revised Administrative Guideline (AG) 5410 which deals with student promotions, placements, and retentions at the end of the year. Your Union objected to the changes, believing it to supplant district policy, require collective bargaining, and conflict with the *CCS/CEA Master Agreement*.

On Thursday, May 13, the administration provided your Union with the final changes to the amended AG following extensive conversations. The following email was sent by your Union to Director of Employee Relations John Dean regarding the re-revised AG.

It remains the Union's position that the first sentence in A (9–12) is a departure from the current Board policy, and it seeks to supplant it.

Specifically, AG 5410 (amended) states:

"Students receive credit if the principal and teacher agree the student has demonstrated the student is academically prepared."

No such provision exists in Board Policy 5410. The relevant passage states:

"In grades 9-12, a student will not receive credit in a course if s/he has been truant more than ten percent (10%) of the required attendance days, unless the Principal and the teacher agree that the student is academically prepared to receive credit."

The purpose of the above language in Board Policy 5410 is to provide the opportunity to earn credit in a course with agreement of both the teacher and the principal in the event of a student being truant more than 10 percent of the required attendance days.

It also remains the Union's position that Board Policy 5421 sets the standard by which students receive credit, which is through their earning of grades, using the calculation formula set forth in Board Policy 5421.

The amendment in the second sentence of (9–12), changing the word "are" to "may be" is noted. You indicated that the addition of "may be" was made to show that the decision of whether or not students may be given additional opportunities is at the discretion of the teacher.

As before, Section 201.03 of the *CCS/CEA Master Agreement* specifically gives an administrator the right to change a student's quarter grade or final grade. Therefore, since the administration has the right to change a student's grade, at no time should any administrative personnel order, direct, responsibly recommend, or pressure any CEA bargaining unit to change any grade. You agreed with our position.

Please let us know if any of the above constitutes a misunderstanding on our part.

The administration's response is as follows:

Thank you. This does capture our conversation. I do want to note that in our discussion regarding discretion on additional opportunities I stated that this would be done consistent with the Master Agreement—we are not looking to exert any additional control over this process. I recognize that teachers give grades and administrators have an ability to change them. We are encouraging conversation between teachers and administrators.

John M. Dean, Esq.
Director, Employee Relations



Ohio's Broken School Funding System

Twenty-four years after the state supreme court found Ohio's school funding system unconstitutional in the first DeRolph vs. State of Ohio decision, Ohio's students are still waiting for lawmakers to address the major shortcomings of Ohio's school funding system. The current school funding formula does not provide adequate funding nor is it driven by what constitutes a high-quality education. It forces communities to choose: More property taxes or fewer opportunities for their kids.

OEA believes that Ohio must enact a student-centered formula that is both predictable and ensures that all students have the resources to succeed regardless of where they live or their family's income. Additionally, the school funding formula should directly fund vouchers and charter schools rather than using deductions from the funding of local public schools.

The Fair School Funding Plan is the Solution

House Speaker Bob Cupp's Fair School Funding Plan represents years of work by legislators, local school leaders, and education finance experts to craft meaningful alternatives to the current way Ohio funds education. It seeks to base funding on what students need based on the actual cost of providing a high-quality education, while reducing the need for frequent property tax increases.

The Fair School Funding Plan passed the Ohio House with overwhelming bi-partisan support at the end of 2020, but the Senate failed to consider the bill before the legislative session ended. Speaker Cupp has re-introduced the Fair School Funding Plan as House Bill 1 this session, marking its place as his top priority.

The future of this critical bill lies in the hands of your State Senator. Go to <https://bit.ly/3budiQO> to send a letter and urge legislators to fix school funding now!

CEA at the OEA RA

More than 60 CEA members represented you at the Ohio Education Association Representative Assembly (RA) virtually via Zoom on Saturday, May 8. The OEA RA is the top governing body of our state association and is comprised of hundreds of delegates elected by local education associations.

The following OEA state-wide candidates were elected without opposition to the following offices: Secretary Treasurer Mark Hill (Worthington EA), NEA Directors Dan Greenberg (Sylvania EA) and Adrienne Bowden (Pickerington EA) and OEA Board of Directors Member At-Large Cassandra Daniels (Columbus EA).

The gathered delegates voted in favor of an amendment to the OEA Constitution. The amendment would increase representation for Education Support Professionals (ESP) on the OEA Board of Directors to ensure that their representation on the Board reflects the proportion of ESPs among active OEA members.

RA delegates referred three new business items to the appropriate committee and approved the following new business item:

- SP-2021-01—Faced with the opportunity of historic federal investments in education under the American Rescue Plan (ARP) Act and the decades-long challenge of a state funding system that fails to meet the constitutional requirement of thoroughly and efficiently funding Ohio's public schools, the Ohio Education Association shall immediately undertake the following actions as part of a comprehensive advocacy and organizing strategy for

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The CEA Master Agreement is set to expire in fewer than 457 days.

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 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 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 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 implement 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. Additionally, 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 nine-week 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 final grade, the administrator will initial 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 five (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, nothing 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.

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ensuring all of our students have the schools they need and deserve:

- A. Advocate for a state plan for use of ARP funds that prioritizes the following:
 1. Investment in People: funding for retaining, hiring, and compensating educators, including prevention of Reductions in Force and employment of new teachers, counselors, nurses, social workers, paraprofessionals, bus aides, and others who will make it possible to reduce class sizes and support the social, emotional, physical, and academic needs of all students.
 2. Investment in Opportunities: funding for expanded course and program offerings, such as Advanced Placement courses, diverse arts programming, or field trip opportunities for students, especially in communities of color and less wealthy communities.
 3. Investment in Access: funding for technology, including expanded broadband access and technology devices to ensure no student is deprived of opportunities to learn based on his or her geography, as well as expansion of transportation resources to limit time that any student has to spend on a bus while riding to or from school.
 4. Investment in Places: funding for school facilities improvements, including HVAC systems, improved ventilation, and critical building repairs necessary to create healthier, safer learning and working environments for students and educators.
 5. Invest in Communities: funding for wraparound services such as expanded nutrition access, healthcare, mental health services, and staffing to support Community Learning Centers to provide students and families with the basic resources they need in order to make learning possible.
- B. Support local affiliates with training, resources, and organizing plans to claim an active role for "educators and their unions," as federal guidance requires, in the development of local ARP spending plans that address the same priorities as OEA's state plan and ensures that the voices of educators and communities are meaningfully engaged in local decision-making.
- C. Further organize and engage local leaders, members, and

community allies to advocate for the passage of the Fair School Funding Plan (FSFP) and resist expansion of private school vouchers and funding for privately run charter schools as part of the state budget process so that Ohio's local public schools have sustainable revenues to address the needs of students over the long haul, after one-time federal funds have been spent.

- D. Study the feasibility of a statewide ballot initiative to address any failure by the Ohio General Assembly to fully and fairly fund public schools in the 2021-2023 state budget.
- Additionally, delegates and management staff contributed more than \$29,000 to the OEA Fund for Children and Public Education. The Capital District/CEA delegates and Teachers For Better Schools contributed more than \$10,000 to the fund. This fund supports candidates who are pro-public education and pro-union.

Appealing Your Evaluation

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 is available on the ILEAD website at <https://bit.ly/3vWfgBi>. 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.

Stop. Think. Call CEA.

When your administrator pressures you to quickly provide a written or verbal statement about an incident that you witnessed or were involved in, stop, think and call CEA. Do not be insubordinate, but do let your administrator know that you have the right to representation before making any statements.

A number of our members have needlessly incriminated them-

PROTECT YOUR RIGHTS

cea
Columbus Education Association

(614) 253-4731

WEINGARTEN RIGHTS

WHEN YOU ARE CALLED TO SIGN a statement or other document, you are advised to consult with your representative before signing any document that you do not understand or do not wish to sign.

It is the right of every member to:

1. Be represented by a representative of their choice at all times.
2. Refuse to sign any document that is not understood or not wished to sign.
3. Be represented by a representative of their choice at all times.
4. Be represented by a representative of their choice at all times.
5. Be represented by a representative of their choice at all times.
6. Be represented by a representative of their choice at all times.
7. Be represented by a representative of their choice at all times.
8. Be represented by a representative of their choice at all times.
9. Be represented by a representative of their choice at all times.
10. Be represented by a representative of their choice at all times.

selves because of statements they provided to their administrators.

If you get called into a meeting with your principal or supervisor for an unspecified reason, it is your right under the law (*NLRB v. Weingarten*) to:

- Ask the principal or supervisor to clarify the reason for the meeting. Don't refuse to attend, but ask why.
- Get representation. If the meeting becomes disciplinary in nature, you are entitled to call CEA, even if your principal says you shouldn't or can't.
- Set the meeting at a time when your representative can attend. The administrator is obligated to do so.
- Take up to five school days to schedule the meeting to make sure your representative can be there.
- You have the right to the representative of your choice, not your principal's choice. You can be represented by your FR or by a staff member from the CEA office. FRs do not have to participate in hearings if they don't feel comfortable doing this kind of work.

CEA suggests representation any time the purpose of the meeting is for one of the following situations:

- Any type of disciplinary action
- Investigation meeting
- Reprimand
- Infraction of a work rule or board policy
- Questions concerning request or use of sick or personal leave
- Allegations of abuse
- Parental, student or community complaint

For more information about professional behavior, read Article 404 of the *CEA Master Agreement*.

OEA Minority Leadership Training Program Running for Office: Love, Language, and Leadership

The OEA Minority Leadership Training Program (MLTP) provides participants, particularly OEA members of color, with the knowledge and skills necessary to successfully serve as leaders at all levels of the Association—local, district, state and national. The program includes leadership development experiences and support throughout the year to develop each participant's ability to match their leadership interests with leadership opportunities to positively impact OEA's growth as an inclusive and diverse organization.



**Agenda: Saturday, June 19, 2021 (Virtual Session)
9 a.m. – 12 p.m.**

9 a.m. 9:15 a.m.	Welcome/Remarks
9:15 a.m. 10:40 a.m.	Running for Office: Who? What? When? Where? and How? Are you thinking about running for office? Participants in this session will learn the logistics of starting a campaign for an Association position at the Local, District, State, and National levels. We will explore the following concepts: <ul style="list-style-type: none"> • Getting Started • Roles and Responsibilities of Elected Leaders • Local, District, State and National Leadership Roles and Opportunities • Having an Impact and Making a Difference • What it Takes (willingness) to Win • Election Process and Timelines • And more... Are you ready to expand your leadership Influence? Join us to find your path forward in the Association.
10:45 a.m. 11:20 a.m.	Self-Care Lessons for Leaders Secure your oxygen mask before assisting others. Participants will examine the impact of self-care and its relationship to helping others.
11:20 a.m. 11:55 a.m.	Unconference The OEA MLTP Unconference is an informal experience to exchange information and ideas about leadership in the association.
11:55 a.m. 12 p.m.	Closing/Adjourn

To register visit: <https://bit.ly/2RpQN8I>. For questions or additional information, contact: Demetrice Davis at davidsem@ohea.org.

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.

Please make a Donation to the Catastrophic Sick Leave Bank

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

Maggie A. Ananou	Columbus North International
Renée Castorano	Wedgewood MS
Sharon Cullman	Clinton ES
Michelle A. Innis-Dorsey	Duxberry Park ES
Faye Love	East Linden ES
Cindy Meister	Clinton ES
Akia Scruggs	Briggs HS
Kelle Tarby	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.

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:

June 15	10–11:30 a.m.
June 16	2–3:30 p.m.
July 21	4–5:30 p.m.
July 22	4–5:30 p.m.
August 10	4–5:30 p.m.
August 13	10–11:30 a.m.

Contact **Wendy Jones** at ileadadmin@columbus.k12.oh.us if you have questions.

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/KYxyjRPfn8dS3cCA> 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.

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:

1. 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 negoti-

ated 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.

Correction: Arts Impact MS was in attendance at the Apr. 29 and May 6 CEA Legislative Assembly. They were not included in the attendance report in the May 10 *CEA Voice*. We apologize for this error.

Special Notes

Paid Holidays: Memorial Day

Section 1501.03 of our contract provides for certain paid holidays throughout the school year, including Thanksgiving and the day after. However, pay for holidays is not a given.

Members who are not in a “paid” status the day immediately preceding the holiday and the day immediately following the holiday will not receive holiday pay. If you are absent and you are not on paid sick leave or personal leave, you will forfeit the pay for those holidays. Call CEA if you have questions.

PBIS FRIDAY LIVE! 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/j/3059377463#> to participate.

CEA Needs Your Personal Contact Info: We need your **personal (non-CCS) email address** and your **cell phone number** so we can communicate important information to you. CEA needs to communicate critical information to you quickly, and that is not always the *CEA Voice*. If you are not receiving messages from CEA, send an email with your contact information to Kathy Wilkes at wilkesk@ceaohio.org.

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Invite a new educator to become a CEA member

If you know someone is new to your building, send them to www.ceaohio.org/welcome to find out more about Union benefits and see how to [become a member](#).

CEA Office Contact Information

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