

MEMORANDUM OF UNDERSTANDING

2021-2022 School Year

This Memorandum of Understanding (“MOU”) is entered into on this ____ day of June 2021, by and between the Columbus Education Association (“CEA”) and the Columbus City School District Board of Education (“BOARD”).

From the date of the execution of this agreement through the end of the 2021-2022 school year, the parties agree as follows:

1. COVID-19 Health and Safety:

- a. To provide a safe environment to all CEA bargaining unit members, the BOARD shall ensure that safety protocols are in place which comply with all orders issued by federal, state, and local governments and agencies in response to the COVID-19 crisis consistent with law.
- b. COVID-19 health and safety issues shall be a standing agenda item at Labor-Management Health and Safety Committee meetings pursuant to Article 206.16 of the CEA-BOARD Master Agreement.
- c. For the duration of the 2021-2022 school year, monthly meetings will be held for the purpose of discussing and reviewing public health data for the district, student and staff attendance data and student progress monitoring. The Senior Chief, Strategic Implementation will facilitate the meetings for the District to include representatives from Human Resources, Academic Services, Health Services, and Transformation and Leadership. The BOARD shall request the presence of a representative from Columbus Public Health. The CEA President will designate up to four (4) additional CEA members to attend. CEA members designated to attend these meetings shall be released from their duties with coverage provided for the duration of the monthly meeting. Reports and minutes from these meetings shall be provided to the Superintendent.
- d. Upon the prior approval of the Director of Health Services, School Nurses or other CEA bargaining unit members will be offered supplemental hours for the purpose of COVID-19 related responsibilities pursuant to Article 903 of the AGREEMENT.

2. ESSER Funding:

- a. The parties recognize that recent federal legislation to provide federal funds for local educational agencies (LEAs) through the Elementary and Secondary School Emergency Relief Fund, specifically “ESSER I”, “ESSER II”, and the “ARP-ESSER” (collectively hereafter “ESSER funding”) provides the District with a unique opportunity to meet many critical needs of students facing increased challenges as a result of the COVID-19 pandemic.

- b. For the duration of the 2021-2022 school year, bi-weekly meetings will be held of the “ESSER Funds Working Group” for the purpose of discussing the expenditure of ARP-ESSER funding and opportunities for CEA members to support accelerated student learning, HVAC and other facility upgrades, student technology access, voluntary home visits, and newly created positions. The Chief Talent Officer will facilitate the meetings for the District to include representatives from Human Resources, Academic Services, and Transformation and Leadership. The CEA President will designate up to four (4) additional CEA members to attend. CEA members designated to attend these meetings shall be released from their duties with coverage provided for the duration of the monthly meeting. Reports and minutes from these meetings shall be provided to the Superintendent.
 - c. Additionally, the ESSER Funds Working Group will discuss and create an application form and evaluation rubric for micro-grants that will be available for CEA bargaining unit members for the 2022-2023 school year for the use of ESSER funds to support accelerated student learning. The application form will be made available to CEA bargaining unit members by January 18, 2022 unless the date is mutually extended by CEA and the BOARD. Applications will be jointly approved by the Superintendent or designee and CEA President or designee based on alignment with District strategies and priorities and such criteria as agreed upon by the ESSER Funds Working Group. This provision will remain in effect until the final teacher attendance day of the 2022-2023 school year.
 - d. The parties agree that this memorandum and the meetings identified in Subparagraph 2(b) above constitute fulfillment of the April 22nd, 2021 U.S. Department of Education issued Interim Final Requirements (IFR) regarding ARP-ESSER that local educational agencies (LEAs) must engage in meaningful consultation with educators and their union in the development of any required ARP-ESSER plan.
3. The parties agree that the BOARD shall allocate ESSER funds and post the following CEA bargaining unit positions for the 2021-2022 school year:
 - a. Thirty-three (33) School Counselors;
 - b. Eighty-eight (88) Primary Literacy Specialists under Chapter 1000 of the CEA-BOARD Master Agreement; and
 - c. CEA Blended positions as necessary to meet the requirements of Article 301 of the CEA-BOARD Master Agreement and the CEA-BOARD “Memorandum of Agreement - Eight Period Day in High Schools and Middle Schools”.
4. The BOARD and CEA acknowledge that students, CEA bargaining unit members, and the school community are affected by a history of racism and racial disparity in education and other institutions. As such, as part of the ongoing Strategic Plan process, the BOARD and CEA commit, to the extent allowed by law, to seek professional development opportunities for CEA bargaining unit members which address issues of racial disparity, equity, diversity, and inclusion during the 2021-2022 school year.

5. The BOARD and CEA agree that this memorandum is not precedent-setting, and that except as explicitly modified by this MOU during the term of the MOU, all provisions of the CEA-BOARD Master Agreement remain in full force and effect.

6. Except as specifically modified herein, this Memorandum of Understanding expires at the end of the regular teacher work day, as defined by the CEA-BOARD Master Agreement, on the final teacher attendance day of the 2021-2022 school year.

For CEA:



John Coneglio, President

June 2, 2021
Date

For the BOARD:



Dr. Talisa Dixon, Superintendent

June 2, 2021
Date