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The Columbus Education Association

#### **Instructional Rounds**

The following email from the District was sent to all administrators regarding Instructional Rounds on Monday, Jan. 3:

Article 211.07 of the *Master Agreement* with CEA describes the ability to include CEA Bargaining Unit Members in non-evaluative observations of another teacher as "Instructional Rounds." This process contains specific procedural requirements that the District has found difficult to meet. We've communicated this difficulty to CEA and discussed this matter at length with them and have come to the following understanding:

- 1. If a school would like to involve CEA Bargaining Unit Members in Instructional Rounds, the administrator must ensure compliance with Article 211.07. Even if a teacher voluntarily agrees to participate, 211.07 must be followed.
- A school who would like to include CEA Bargaining Unit Members in non-evaluative observations different from the Instructional Rounds process described in 211.07 should follow the steps necessary to bring the plan to the Reform Panel, subject to the following exceptions.

The parties are in agreement that administrator observation of teachers in the classroom continues to be permitted. Additionally, the use of Instructional or School Improvement Coaches for non-evaluative observation does NOT need to go to Reform Panel. The use of these coaches pre-dates the language of Article 211.07 and the non-evaluative observations are a part of the responsibilities for which these positions were filled.

If your administrator attempts to conduct a modified version of Instructional Rounds please call the CEA Office immediately at (614) 253-4731.

#### Want to Get Out of Your Three-Year Commitment?

Your Union knows that from time-to-time issues arise at your current assignment, especially during your three-year commitment. Sometimes bargaining unit members experience strong philosophical differences with the program(s) within their current assignment. Other times, they experience health and/or safety issues within their current assignment.

Bargaining unit members that believe their skills would be best utilized in another assignment within the district have the opportunity to request a voluntary staff reduction from Human Resources. Two reasons can be cited to request a voluntary staff reduction: philosophical differences or health and safety concerns. Individuals who are interested in requesting a voluntary staff reduction must submit their request in writing to HR.

Any full-time contract bargaining unit member can request a voluntary staff reduction. You are not required to inform your administrator, or to ask their permission, to seek a voluntary staff reduction. Additionally, administrators should not ask bargaining unit members if they are seeking a voluntary staff reduction, nor will written requests be shared with administrators. Keep in mind that requesting a voluntary staff reduction is just that—a request. Ultimately it is the decision of HR whether or not to grant each bargaining unit member's voluntary staff reduction request.

The deadline for teachers to submit their request for a voluntary staff reduction based on philosophical differences or health and safety is 5 p.m., Thursday, Jan. 13. Individuals requesting a voluntary staff reduction must provide specific reasons for making the request. Requests can only be submitted via email using your CCS email to **article211@colum**-

**bus.k12.oh.us**. Include in the subject line "Voluntary Staff Reduction Request" followed by your first and last name and employee ID number. Faxed letters will not be accepted.

Additionally, you are not required to provide your administrator with a copy of your staff reduction request, nor are you required to notify them of your request. Members who submit a request for a voluntary staff reduction will be notified by HR in late January or early February.

#### Super Severance: Good Attendance Pays Off

If you want enhanced (or super severance) pay, our contract requires members to notify the district of retirement intentions by Feb. 1 of their retirement year. You will receive pay for 50 percent of your personal leave days, regardless of when you notify CCS, but notifying the district by Feb. 1 also means you receive more for your unused sick leave. Article 810 of the *CEA Master Agreement* defines how severance pay is granted. To estimate the amount of your severance pay, access Employee Self Service and use the severance pay estimator. You will need your latest pay stub to obtain the necessary information.

Notifications of retirement are being accepted in electronic format only. To submit your notice of retirement, go to https://forms.gle/qpv9t4EQAZSnpTY56. The example below represents a retiring educator with a yearly salary of \$100,232 (Master's at Step 31) with a daily rate of \$514.01, 410 sick leave days and 30 personal leave days.

| Notification     | n <i>by</i> Feb. 1*                 | Notification <i>after</i> Feb. 1*     |  |
|------------------|-------------------------------------|---------------------------------------|--|
| Sick Leave       | -                                   | Sick Leave                            |  |
| Rate             | Per Diem Amount                     | Rate Per Diem Amount                  |  |
| 1st 100 days x 2 | <b>25%</b> x \$514.01 = \$12,850.25 | 410 days x 20% x 514.01 =\$42,148.82  |  |
| 2nd 100 days x 3 | $30\% \times 514.01 = 15,420.30$    |                                       |  |
| 3rd 100 days x 3 | <b>35%</b> x 514.01 = 17,990.35     |                                       |  |
| 4th 100 days x 4 | <b>60%</b> x 514.01 = 20,560.40     |                                       |  |
| 10 days x 4      | <b>45%</b> x 514.01 = 2,313.05      |                                       |  |
| + Personal L     | eave                                | + <u>Personal Leave</u>               |  |
| Rate             | Per Diem Amount                     | Rate Per Diem Amount                  |  |
| 30 days x 5      | <b>50%</b> x 514.01 = 7,710.15      | 30  days x  50%  x  514.01 = 7,710.15 |  |
| Total            | \$76,844.50                         | Total \$49,858.97                     |  |

The difference is clear. As shown in this example, you would receive \$26,985.53 more if you notify the District of your intent to retire by Feb. 1.

\*This example is for illustration purposes only and is not intended for use as an official calculation.

## Looking for a Job Share?

If you would like to job share with another bargaining-unit member, each partner must complete their own job-share packet. The documents must be signed by both job-share partners, as well as the principal or supervisor where the job share is to occur. Once the job-sharing request is approved, the job share cannot be dissolved unless all parties agree (teachers, principals or supervisors, and HR). To download the job-share packet for the 2022–2023 school year, go to the CCS Intranet or download it at https://bit.ly/3Eyyt0K. Each partner's completed job-share packet is due to CCS Human Resources, no later than 5 p.m., Tuesday, Jan. 11.

If you have further questions about job sharing, contact Cindy Love at CEA at (614) 253-4731. If you are planning to job share and to carry insurance through CCS, the rate you will pay will be significantly higher than what you would pay as a full-time teacher. Contact CCS Human Resources Benefits Department to determine your cost.

# **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. To review the text of each grievance in its entirety, go to *https://bit.ly/3qRV5ne*.

| Building/Unit<br>Administrator | Statement of Grievance  | Relief Requested   | Disposition  |
|--------------------------------|---|--|--|
| Whetstone HS<br>Janet Routzong | Principal Janet Routzong and/or other Administrators at<br>Whetstone High School acting in their capacity as agents<br>of the BOARD violated, misinterpreted, and/or        | The Association requests that the grievant(s) be made whole in every way, in-<br>cluding but not limited to the following: The BOARD shall cease and desist<br>from violating, misinterpreting, and/or misapplying the Master Agreement    | Step 2 hearing held. Requested relief<br>denied. Pending vote of the Board of<br>Governors to send to arbitration.           |
|                                | The CCS/CEA Master Agreement was misapplied, mis-<br>interpreted or violated by the Administration when the<br>Board/Administration directed principals to reassign         | The grievants shall be made whole in every way, including but not limited to<br>the following: The Board shall immediately follow the proper procedure for<br>classroom reassignment of students from elementary bargaining unit           | The CEA Board of Governors voted to advance this grievance to arbitration.   |
| CCS<br>Administration          | On or about October 5, 2021 and ongoing, the Board of<br>Education of Columbus City Schools and/or it's agents<br>violated, misinterpreted, and/or misapplied provisions of | CEA bargaining unit members shall be made whole in every way, including<br>but not limited to: the Board of Education shall immediately terminate the<br>Waterford Memorandum with notice as provided for by the MOU. The                  | The CEA Board of Governors voted to advance this grievance to arbitration.   |
| Cranbrook ES<br>Stan Embry     | The CEA/Board Agreement was violated, misinterpreted<br>and/or misapplied when the principal of Cranbrook ES,<br>Stan Embry, failed to provide appropriate administrative   | That the grievants shall be made whole in every way, including, but not lim-<br>ited to the following: that the principal provide appropriate administrative<br>support to the affected bargaining unit members in the discipline of their | The Grievance us [sic] granted. Manage-<br>ment will take the following steps:<br>1. The building administrator will expe    |
| CCS<br>Administration          | The Columbus City Schools Board of Education and/or<br>it's Agents violated, misinterpreted, and/or misapplied<br>negotiated provisions of the 2019-2022 CEA-CCS            | The Association requests that the grievant(s) be made whole in every way, in-<br>cluding but not limited to the following: The BOARD shall cease and desist<br>from violating, misinterpreting, and/or misapplying the Master Agreement    | Step 2 deadline extended due to possible resolution.   |
| Salem ES<br>Nikki Myers        | The CEA/Board Agreement was violated, misinterpret-<br>ed and/or misapplied when Salem ES Principal, Nikki<br>Myers, acting as an agent of the Board of Education           | The grievants shall be made whole in every way, including but not limited to<br>the following: The administrator will create and equitable duty schedule for<br>CEA bargaining unit members assigned to Salem ES. There shall be no        | Step 1 hearing pending.  |
|                                | The CEA/Board Agreement was violated, misinterpreted<br>and/or misapplied, when the principal of Hamilton<br>STEM ES, Dr. Christopher Brady allowed the grievant            | That the grievant shall be made whole in every way, including but not limited to the following: The grievant's schedule be adjusted to include a five minute passing time between all classes; that the grievant's duty time be equalized  | Met with Tai Hayden from CEA , Ms.<br>Spitzer (Teacher) and Ms. Pettigrew (AP).<br>All concerns were discussed and addressed |
| CCS<br>Administration          | The Columbus City School Board of Education and/or<br>its agents violated binding past practice when bargaining<br>unit members were directed to report to Valley Forge     | The Association requests that the grievant(s) be made whole in every way, in-<br>cluding but not limited to the following: The BOARD shall cease and desist<br>from violating, misinterpreting, and/or misapplying past practice regarding | Filed at Step 2 Pursuant to CEA-CCS<br>2019-2022 Master Agreement Article<br>110.06  |

Go to https://bit.ly/3qRV5ne to review the grievances in their entirety.

#### Is Your License Expiring?

If your license from Ohio Department of Education (ODE) is expiring June 30, 2022, and you have a limited employment contract, you must complete the required coursework or CEUs necessary for renewal and apply before Mar. 15 to be licensed by ODE for the 2022–2023 school year. If you have a continuing contract, you have through June to complete your coursework and submit your application. Failure to renew your license may result in suspension of pay and initiation of termination/non-renewal proceedings.

In addition to the online application, you will need to complete a background check. All fingerprinting must be completed electronically through Webcheck. A permanent certificate still requires fingerprinting every five years. The Human Resources Department, located at 3700 S. High St., oversees this process. The CCS Fingerprint Office is open Monday–Friday, 8 a.m.–4 p.m. It is important to note that face-to-face operations are on an appointment-only basis to protect staff by adhering to health and safety guidelines for COVID-19. Go to *https://bit.ly/3lCxYZ9* to schedule a date and time to complete your fingerprints.

If you have any questions about the date of your last background check, or if you do not plan to renew your license, contact Leslie Butler, Human Resources, Teacher Licensure, at license@ columbus.k12.oh.us. Any questions concerning CEUs or the license renewal process should be directed to Greg Mild at gmild@columbus.k12.oh.us.

## **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 CEUs and course materials will be provided.

- Jan. 11 Beyond the Numbers: Using Data to Guide Instruction (4:30-6:30 p.m. via Zoom)
- Jan. 12 Resident Educator Year 4 Licensure and IPDP Information Session (3:30–4:30 p.m. via Zoom)
- Jan. 13 Why is it so Hard to Get Students to Do Independent Work? (3:15-4:15 p.m. via Zoom)

Register today on PD Planner for any or all of these sessions. Call the PAR Office at (614) 365-5110 for more information or ask your PAR CT if you have questions.

# How to Request Remote Work

If you are subject to quarantine or required to self isolate and you wish to apply for remote work, go to *https://bit.ly/39aHbnS* and use the form to communicate your request. It is important that you enter your absence as sick leave. Any sick days used during this time will be refunded back to the date of the district's receipt of your application. Requests for remote work cannot be approved for bargaining unit members who must remain at home to take care of family members who are subject to an isolation or quarantine order.

#### **CEA Mini Grants**

CEA SEL Mini Grants help CCS students understand their

social and emotional well-being thus leading them to emotionally be ready to learn in classrooms. **Courtney Birkhimer**, a **social worker**, used her CEA Foundation Mini Grant to bring emotional learning resources into her buildings.



She said, "The supplies and activities received are being used daily in group or one-on-one sessions with students. The many activities promote relationship building, self awareness, social awareness, and social emotional learning. The games allow students to better get to know themselves, their teachers, support staff and one another. The sensory and coloring activities support students' creativity and mindfulness. The books are used in classroom and group lessons to help students learn and talk about coping skills, empathy, positive healthy relationships and diversity."

# Losing One of Our Own

We regret to inform you that the Columbus Education Association and Columbus City Schools has lost one of our own. Michael Robitaille, a special education teacher at Columbus Scioto 6–12 passed away on Dec. 24, 2021. Our hearts and our thoughts go out to his family and the staff and students.

## **Special Notes**

- 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 Ananou, International HS; Amy Brown, Oakland Park ES; Kevin Jennison, CAHS; Elizabeth Johnson, West HS; Ronda McIntyre, Indianola K–8; Teresa Provens, Eastmoor Acad. HS; Florence Ray, Beatty Park ES; Kimberly Saunders, Social Worker; and Donna Robinson-Fort, Independence HS. 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 to sign the form. Indicate to whom you are making the donation.
- CEA Spring 2022 Elections: The following elected positions will be filled in the current election cycle: NEA Local Delegates, NEA State-at-Large Delegates\*, 2022–23 OEA Delegates, CEA President, CEA Vice President, District 2 Governor, District 7 Governor, District 8 Governor, District 9 Governor, and High School Governor-at-Large. The declaration period is underway. Declaration forms are available for download on the CEA website or may be obtained by contacting Michelle Crouse (crousem@ceaohio.org). Declaration forms must be received in the CEA office by 4:30 p.m., Friday, Feb. 4. Ballots will be sent to buildings during the last full week of February. The voting window begins Tuesday, Mar. 1, and ends Tuesday, Mar. 15. Members of the Elections Committee will collect ballots for tally Wednesday, Mar. 16. Call Elections Chair Brittany Herb at (440) 225-2631 with any questions.

\* NEA State-at-Large Delegate Declaration Forms must be submitted to William Baird at OEA by Jan. 31, 2022.