

The Columbus Education Association

www.ceaohio.org September 19, 2022

# Calendar Survey Results

The survey results for the 2023–2024 and 2024–2025

school year are complete. We want to thank the 2,183 CEA members for participating. Your preferences have been shared with the joint CEA/ CCS calendar committee. Per state law, the school board will hold a public hearing at least 30 days before adopting the calendar. Here are your preferences:



### 2023-2024 School Year

## Begin and end of the school year:

Monday, Aug. 21, 2023–Friday, May 31, 2024 (70.36 percent) Fall Break: Nov. 20–21, 2023 (95.5 percent) Winter Break: Wednesday, Dec. 20, 2023-Tuesday, Jan. 2, 2024 (53.55 percent) Spring Break: Friday, Mar. 29-Friday, Apr. 5 (66.5 percent)

### 2024-2025 School Year

### Begin and end of the school year:

Monday, Aug. 19, 2024–Friday, May 30, 2025 (65.7 percent) Fall Break: Nov. 25–25, 2024 (98.3 percent) Winter Break: Monday, Dec. 23, 2024–Sunday, Jan. 5, 2025 (83.1 percent) Spring Break: Friday, Apr. 18-Sunday, Apr. 27, 2025 (48.7 percent)

## A breakdown of the survey responses is given below: Begin and end of the 2023-2024 school year

Monday, Aug. 14 to Friday, May 24 (12.3 percent) Monday Aug. 21, to Friday, May 31 (70.36 percent) Monday, Aug. 28, to Friday, June 7 (17.3 percent)

## Begin and end of the 2024-2025 school year:

Monday, Aug. 12 to Friday, May 23 (9.9 percent) Monday, Aug. 19, 2024- Friday, May 30 (65.7 percent) Monday, Aug. 26, to Friday, June 6 (24.4 percent)

## Begin and end of 2024-2025 winter break:

Thursday, Dec. 19 to Wednesday, Jan. 1 (16.9 percent) Monday, Dec. 23 to Sunday, Jan. 5 (83.1 percent)

### Begin and end of 2024-2025 spring break:

Monday, Mar. 10 to Friday, Mar. 14 and Friday, Apr. 18 (26 percent) Friday, Apr. 18 to Friday, Apr. 25 (48.7 percent) Monday, Apr. 14 to Monday, Apr. 21 (25 percent)

# **Know Your New Contract: Lesson Plans**

This past spring at the bargaining table, the Board put forth a proposal that, if agreed to, would have required all CEA bargaining unit members (regardless of whether or not they were a classroom teacher) to post lesson plans on at least a weekly basis to the district's learning management system and/ or other location(s) established by the bargaining unit members' supervisor.

In response, your Union negotiated and codified the current practice of requiring each bargaining unit member to provide evidence of planning upon request by their principal or supervisor. Additionally, for planned absences of a classroom teacher, CEA bargaining unit members must provide a substitute lesson plan for up to five days during the term of the absence. For example, if a CEA bargaining unit member has been approved for a leave of absence for three weeks, only five days of substitute lesson plans must be provided.

# **Know Your New Contract:** Academic Freedom

Previous to this year's negotiations, Section 201.01 of the Master Agreement guaranteed teachers academic freedom. However, per the contract, administrators were allowed to consult with and direct teachers as it relates to academic freedom.

At the bargaining table this spring, your Union negotiated, and the Board agreed that a basic tenet of academic freedom is the ability of bargaining unit members to utilize and choose supplemental materials and methods that are aligned with board approved curriculum and are appropriate to the levels of ability and maturity of students. Additionally, CEA and the Board share the belief that controversial issues have a legitimate place in the instructional program of the schools, subject to and consistent with Board Policy 2240.

# Retiring? Avoid OTES

Bargaining unit members who are planning on retiring at some point in the 2022–2022 school year can be exempted from the Ohio Teacher Evaluation System. If you would like to exercise this option, you must submit the notice of retirement to Human Resources no later than Tuesday, Nov. 1. You must continue to complete the evaluation process until your retirement has been approved by the Board of Education. Go to https://www.ccsoh.us/Page/2340 to download retirement information or access the Google form to submit notification of retirement to Human Resources. If you have further questions regarding this option, contact Teri Mullins, CEA Staff Consultant at (614) 253-4731.

# 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 \$2,500 in tuition assistance for each senior attending a four-year college or university. Eligible students are college seniors between Sept. 2022-June 2023 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 <a href="https://bit.ly/3KRu2C0">https://bit.ly/3KRu2C0</a>. The deadline is 4 p.m., Friday, Oct. 14. If you have questions, call Kathy Wilkes at (614) 253-4731.

# **CEA Nights With The Columbus Clippers**

CEA members, join the Columbus Clippers as they play their final three games of the season! CEA members can enjoy these games at award-winning Huntington Park with an exclusive discount (\$5 discounted reserved tickets) for CEA members from Sept. 26-28!

Sept. 26 • 6:15 pm First Pitch (Dime-a-Dog Night) Sept. 27 • 4:15 pm First Pitch (Doubleheader - "2" 7 inning games and Dime-a-Dog Night)

Sept. 28 • 6:15 pm First Pitch (Dime-a-Dog Night and "Dollar Days" small popcorn, 12 oz. soda or bag of chips only \$1 each.)

To purchase your tickets, go to

https://fevo.me/columbuseducationassociation For questions or to purchase group tickets of 10+, please call the Clippers Ticket Office at 614-462-2757.

# **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 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/3Dns0YI.

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Building/Unit Administrator	Statement of Grievance	Relief Requested	Disposition
CCS Administration	The CCS/CEA Master Agreement was misapplied, misinterpreted or violated by the Administration when the Board/Administration directed principals to reassign	The grievants shall be made whole in every way, including but not limited to the following: The Board shall immediately follow the proper procedure for classroom reassignment of students from elementary bargaining unit members without a	The CEA Board of Governors voted to advance this grievance to arbitration.
CCS Administration	The Columbus City Schools Board of Education and/or it's agents violated, misinterpreted, or misapplied provisions of the 2019-2022 CEA/CCS Master Agreement when griev	The grievant shall be made whole in every way, including but not limited to the following: The Board shall immediately remove all references to the written reprimand issued on or about January 11, 2022 from all employee personnel records, other than	Step 2 hearing pending.
CCS Administration	The Columbus City Schools Board of Education and/or it's agents violated, misinterpreted, or misapplied provisions of the 2019-2022 CEA/CCS Master Agreement when it was	The grievant shall be made whole in every way, including but not limited to the following; The Board shall immediately return the \$614 that was removed from his classroom and personal lock boxes on or around August 16, 2021 and remove	Step 1 hearing held. Requested relief denied.
South HS 7-12 Christy Nickerson	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of South 7-12, Christy Nickerson, failed to provide appropriate administrative	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	Step 2 hearing held. Awaiting response.
Marion-Franklin HS Lucas Cech	The CCS Board of Education and/or it's agents violated, misinterpreted, or misapplied provisions of the 2019-2022 CEA/CCS Master agreement when the principal	The grievant shall be made whole by immediately ceasing direct, verbal criticism in front of students and other staff members; that the extreme and/or repeated verbal abuse (in front of students and other staff members) immediately cease;	Step 1 hearing filed.
CCS Administration	The Columbus City Schools Board of Education and/ or it's agents violated, misinterpreted, and/or misapplied provisions of the CCS 2019-2022 Master Agreement	Grievants shall be made whole in every way, including but not limited to the following: Professional Learning and Licensure Teacher on Special Assignment (TOSA) positions will be immediately restored to the CEA bargaining unit	Arbitration being scheduled.
CCS Administration	The Columbus City Schools Board of Education and/ or it's agents violated, misinterpreted, and/or misapplied provisions of the CCS 2019-2022 Master Agreement	Grievants shall be made whole in every way, including but not limited to the following: Project Connect positions will be immediately restored to the CEA bargaining unit. Grievants shall be made whole, with interest for any loss of pay	Arbitration being scheduled.
CCS Administration	As of the date of filing of this grievance, June 27, 2022, CEA bargaining unit Members with the job title of "Tutor" as defined by Article 1001, have not received	The Association requests that the grievant(s) be made whole in every way, including but not limited to the following: All CEA Bargaining Unit members with the job title of "Tutor" as defined in Article 1001 of the Master Agreement	Step 2 hearing held. Awaiting decision.
CCS Administration	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the administration failed to pay bargaining unit members their perfect attendance	The Association requests that the grievant(s) be made whole in every way, including but not limited to the following: All CEA Bargaining Unit members who are to be paid the perfect attendance stipend shall receive their stipend prior to the	Step 2 hearing held. Awaiting response.

# The Fall Fling is Coming in October!

Everyone needs to attend the CEA Fall Fling this year. Join us Friday, Oct. 7, from 4–8 p.m. at the Hilton Columbus at Easton, 3900 Chagrin Dr. Your Association just welcomed more than 300 new members this school year. Help them celebrate their new endeavor and welcome them to the CEA family. Our annual party features music, great food, and prizes. Get to know your colleagues. Meet candidates for public office and local elected officials. Admission is free. Beer and wine are just \$2.

## Parent-Teacher Conference Dates

Every year, two workdays are set aside for parent-teacher conferences. These dates are always scheduled on the Wednesday before the Thanksgiving holiday and on President's Day. However, Article 1401 of the *Master Agreement* provides each school the opportunity to deviate from the established parent-teacher conference dates. A majority vote of the full-time teachers in your building and the concurrence of your building principal is required to select a different date and time for your school's conferences. Once your school's parent-teacher conference dates have been changed, all teachers must comply with the selected schedule and date(s). Note that no parent-teacher conferences should be scheduled after school on the first Thursday of any month. This is because Association business occurs chiefly on Thursdays. We have negotiated the right for CEA representatives to take care of Association business.

#### **Sick Leave Bank**

The Master Agreement provides a very important benefit: our Sick Leave Bank. Every year, some of us experience devastating illnesses and injuries requiring long recovery periods; or, we simply haven't accumulated enough sick leave to cover extreme situations. You can help by donating two sick days to the **Sick Leave Bank**. It's easy. The donation form is available on the CCS Intranet under "Human Resources" or the CEA website under "Forms." The deadline for donations is Friday, Sept. 30. Any bargaining unit member who exhausts their sick leave may apply to borrow up to 10 days from the bank. They will be required to pay back the borrowed days as additional days are earned. When you retire or resign, the two days you deposited to join will be returned to you. If you joined the Sick Leave Bank in the past, you do not need to rejoin, nor do you need to make an additional donation. Note that in order to withdraw days from the sick leave bank, bargaining unit members must complete a Sick Leave Bank withdrawal form located on the CEA website.

### When Fights Occur

Your Union has been receiving numerous calls from members inquiring about their responsibilities during fights between students. If a fight breaks out, your responsibility is to:

- 1) verbally redirect the participants to stop.
- 2) immediately call for an administrator if the participants do not stop.
- 3) give your administrator a completed SCH190.

The Ohio Revised Code, Art. 3341.19 (C) states: "teachers, principals, or administrators in a school, whether public or private, and nonlicensed [sic] school employees and school bus drivers may, within the scope of their employment, use and apply such amount of force and restraint as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, or for the protection of persons or property."

Whether or not you intervene in a fight is your decision. While the law does allow school employees to "use and apply such amount of force and restraint," there is no *gold standard* definition of what is "reasonable and necessary." In addition to being injured, CEA members who have intervened in fights have also been investigated by Franklin County Children Services and/or the District due to allegations made by students or their families.

## Special Fall Election 2022

The following elected positions will be filled in the 2022–2023 special fall election: **OEA Delegates**, **District 1 Governor**, and **District 4 Governor**.

The declaration period begins on Monday, Oct. 3. Declaration forms will be available for download on the CEA website. Declaration forms may also be obtained by contacting Michelle Crouse (crousem@ceaohio.org). Declaration forms must be received by the CEA office by 4:30 p.m., Friday, Oct. 14. Ballots will be sent to building SFRs by Oct. 28. The voting window begins Tuesday, Nov. 1, and ends on Thursday, Nov. 15. Members of the Elections Committee will collect ballots for tally on Friday, Nov. 16. Please call Elections Chair Brittany Pierce at (440) 225-2631 with any questions.

# **Special Note**

□ 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/s/3059377463# to participate.

We have dedicated ourselves to teachers in and out of the classroom. Our experienced personal injury, divorce, dissolution, criminal, probate, and real estate attorneys are available to you at moderate rates which are lower than we normally charge our private clients.

### CEA Pre-Paid Legal Services Plan OEA/NEA Attorney Referral Program



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Contact us today and allow our experience to work for you.