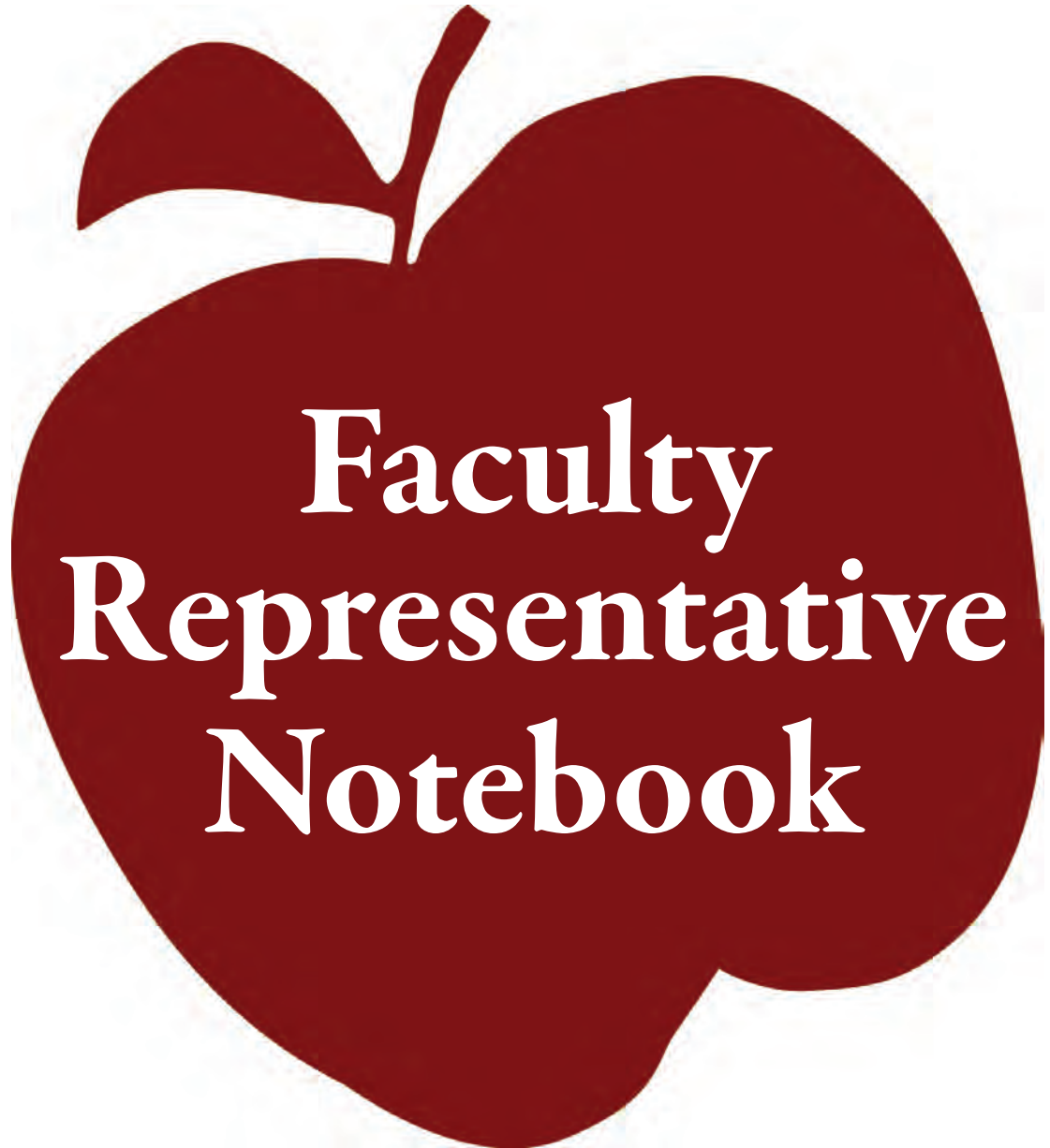




Columbus Education Association



**Faculty
Representative
Notebook**

Rhonda Johnson
President

Phil Hayes
Vice President

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Contact Information

Columbus Education Association

929 East Broad Street

Columbus, OH 43205

(614) 253-4731 • Fax (614) 253-0465

www.ceahio.org • blog.ceahio.org • facebook.com/ColumbusEA

Rhonda Johnson

President

rjohnson@ceahio.org

Phil Hayes

Vice President

phayes@ceahio.org

Senior Faculty Representative: _____

Building/Unit: _____

District #: _____

District Governor: _____

District Governor's Contact Information:

_____ Building/Unit

_____ School Phone Home Phone Cell Phone

_____ Fax No. Email Address

Notes: _____



Letter from the President

Dear Faculty Representative:

You are the key. Without competent and active FRs, we simply could not succeed.

You are the key. The success of the Association depends on an informed membership. Your diligence in recruiting members and disseminating information is crucial.

You are the key. The success of the school system depends on a strong and effective Association. Your willingness to attend meetings, conduct elections, assist in the selective interview process, serve on leadership teams and collect for various charities generates great credibility in our community for the role played by your Association.

You are the key. The survival of our Association depends on constant vigilance toward the enforcement of our contract. Your willingness to represent your members and your school in operational matters ensures that stability will exist in the system.

Remember:

1. Believe in yourself. Your colleagues elected you because you are the most qualified person to do what needs to be done.
2. Know your responsibilities and organize your colleagues to help.
3. When the job seems frustrating, know that your efforts are appreciated.
4. The CEA leadership and staff stand ready to assist you. We are only a phone call away.

This is your *Faculty Representative Notebook*. If you have questions about any information in this notebook, feel free to call CEA. We welcome your suggestions for items that should be included in this notebook. We hope it will help you perform the vital tasks of faculty representative.

Finally, thank you for agreeing to represent your colleagues.

Sincerely,

A handwritten signature in black ink that reads 'Rhonda Johnson'. The signature is written in a cursive, flowing style.

Rhonda Johnson
President

Responsibilities

Duties of a Faculty Representative

According to the CEA Constitution and Bylaws (Section 13), the FR shall:

- **Serve as a member of the Association Building Council (ABC)**
This is an important role for the FR. The ABC plays a vital role in the operations of every school. Send your monthly ABC minutes to your district governor and to the Vice President of CEA.
- **Attend all meetings of the Legislative Assembly (LA) and the FR Workshops**
The LA meetings are generally held at the Columbus Downtown HS on the first Thursday of each month beginning at 4:30 p.m. The FR workshops are usually planned for the first Thursday in November and in March or April. Get updates from *The CEA Voice*, the CEA website, email and FR memos for more information.
- **Arrange for representation at meetings if unable to attend**
Ask another FR or alternate to attend Association meetings in your place. This includes LA meetings and District Meetings. Contact CEA if you need to be excused from a meeting.
- **Attend all CEA District Meetings**
Your district governor will notify you of the time and place of the CEA District Meetings. They are usually held on the third Thursday of the month. The CEA website also posts the time and place.
- **Report the results of all meetings to your faculty**
By contract, you are allowed to report CEA information at the conclusion of staff meetings. Call CEA building meetings to relay information from LAs, District Meetings or to discuss building concerns. You are permitted to utilize school equipment and supplies to communicate to your staff.
- **Conduct elections for the Association**
This includes CEA officers, governors, contract ratifications and delegates to the OEA and NEA Representative Assemblies. No person running for an elected position should conduct the election.
- **Participate in the 211 selective interview process**
Contract language calls for teacher involvement in the interview and selection process for staff members. The Senior Faculty Representative is a member of the interview panel and plays an important role in the Article 211 process.
- **Enroll new members and keep track of unit membership and fair-share fee payers (non-members of CEA)**
Even with agency shop, this is an important task. Past agency fair-share fee payers should be contacted every year. New teachers should be signed up, too. Fair-share fee payers do not vote and cannot access the CEA Members Scholarship Fund. They receive most other representational services.
- **Serve as a member of the School Leadership Team**
Gather staff input for the decision-making process and participate in the school improvement agenda.
- **Contribute to a successful PAR process**
Meet with the PAR Consulting Teachers who are assigned to members in your building. All teachers new to the district receive PAR services. Call the PAR office (365-5110) if a new teacher has not been assigned a PAR consultant.
- **Distribute all CEA materials and information to the membership**
The CEA Voice arrives in your mailbox on Mondays and should be distributed to CEA Bargaining Unit Members only. You are also responsible for distributing other Association communications.

Association Building Council

There is virtually no area of school operations that an ABC cannot discuss.

The ABC is made up of at least five members: The Senior Faculty Representative (SrFR), two members elected by the teachers and two appointed by the principal. Units with more than 30 teachers can request one additional elected and one additional appointed ABC member for every 20 teachers or fraction thereof (Section 202.02).

The principal is not a member of the ABC. Classified employees such as instructional assistants, secretaries and custodians are not members of the ABC. Ideally, the ABC should reflect the grade level, subject matter, racial and gender composition of the staff.

The elected and appointed members, with the exception of the SrFR, serve for one year by consent. Teachers may present problems and offer suggestions to council members. The ABC members should elect a chairperson and a secretary, create an agenda with the principal's input and submit minutes to the school secretary for preparation and distribution.

Council members should be knowledgeable of the areas of the contract that relate to the function of the ABC. Refer to the *Master Agreement* for more information about ABC involvement and school-related matters.

At the first ABC meeting of the year, the ABC should decide how many votes are required to recommend a member for PAR intervention.

The ABC can make recommendations to the principal regarding any area of concern relating to school operations including curriculum, attendance, facility, equipment, personnel, finances, students and administration. Examples include, but are not limited to, the following:

- Selection of new staff members
- Length of school day
- Elementary lunch schedules
- Professional development meetings and professional learning communities
- Expenditure of profits from vending machines
- Expenditure of profits from other fund-raising projects
- Discipline procedures and policies
- Class size relating to non-academic classrooms
- Ability groupings in elementary schools
- Recommendations for textbook selection committees
- Assignments and selection of aides

The ABC is vital to a successful school.

Elections Guidelines

Running elections is one of the most important jobs of an FR. You will receive elections materials from the CEA Elections Committee. Read all materials very carefully. Call CEA or your District Governor with any questions.

Select a group of volunteer members to run the election. Anyone running for an elected position cannot be on the elections team.

Decide on a date, time and place to vote. Some FRs have the vote immediately following a staff meeting. Ballots that are simply put in mailboxes typically will not get back to you. Hand out ballots during the meeting. Ask members to vote before they leave the room. Have a box in which ballots can be placed. Keep track of who has voted. Make sure everyone who is eligible to vote has an opportunity to vote.

Things to remember:

1. Fair share fee payers do not vote.
2. Only the members whose names are on the roster for your unit are allowed to vote. If there is a problem with the roster, call CEA immediately.
3. If you do not have enough ballots, call CEA immediately.
4. The ballot box containing the votes should not be left unattended or unsecured.
5. The elections team will select and publicize the voting dates in accordance with the guidelines set by the CEA Elections Committee.
6. Everyone should be given the opportunity to vote.
 - If a member's absence is known in advance of the date set for voting, a ballot should be provided before the leave commences. The ballot should be returned to the elections team in a sealed envelope. The envelope should remain sealed until all votes are counted.
 - If a member's absence is unforeseen and occurs on the date of the election, a ballot should be provided upon the member's return as long as the voting period has not ended.
7. All ballots and the certification form must be returned to CEA in the envelope provided by the CEA Elections Committee.
8. The elections envelope **MUST** be sealed.
9. The elections envelope **MUST** be signed by the FR across the seal.
10. The number of ballots **MUST** be equal to, or less than, the number of members in your unit.

No administrator shall interfere in the CEA elections and voting process. Call CEA at 253-4731 to report any violations.

Terms of Office

CEA elections generally occur in the spring of the year. Special elections are held when resignations or vacancies exist requiring such elections. The terms of office for various Association positions are listed below.

| | |
|-------------------------------|--|
| NEA Delegate | Term is one year, elected annually. Quantity is proportional to number of teachers in the local NEA affiliate–CEA. |
| OEA/Capital Delegate | Term is one year, elected annually. Quantity is proportional to the number of teachers in the local OEA affiliate–CEA. |
| CEA President | Term is two years, elected even-numbered years. |
| CEA Vice President | Term is two years, elected even-numbered years. |
| CEA District Governors | Term is three years, elected in staggered sequence by members in that district. Refer to CEA Governance and Staff pages in this handbook for name, district and next election year for each governor. |
| CEA At-Large Governors | Term is three years, elected when needed according to the following requirements: <ol style="list-style-type: none">1. There must be at least three representatives each from elementary, middle and high school grade levels; and they must be classroom teachers.2. There must be at least 25 percent ethnic minority representation. |

Election of Faculty Representatives

Faculty representatives (FRs) are normally elected in the spring of odd-numbered years and serve for two years. If you are elected due to an opening in that position, you serve the remainder of the unexpired term. One FR and one Alternate FR should be elected for every 20 members in a building/unit or fraction thereof. A “unit” is usually a building but could be a group of teachers in a specific area, i.e., music or art. A properly accomplished FR election should be conducted over a three-week period. The following information outlines a suggested timeline for FR elections.

First week of May: Publicizing FR election

- The elections team publicizes FR elections, including when and where nominations will be accepted and when and where votes will be cast. Any individual who declares his or her candidacy for the election cannot serve on the elections team.
- Publications should be made in at least three ways, i.e., staff meeting, posters on the CEA bulletin board, flyers and email. All elections team members should assist with publications.
- Two elections team members create and duplicate the ballot for voting during the following week. Make two extra copies, one to tabulate votes and one to post election results on the CEA bulletin board. Refer to the sample ballot (attached).

Second week of May: Conducting the election

- The elections team conducts the election by secret ballot. The best time to conduct an election is during a staff meeting. However, circumstances may require that voting take place at another agreed-upon time during that week.
- Every member must be provided the opportunity to vote; therefore, final tabulation of the votes should not occur until all members have been provided the opportunity to vote or until the end of voting week.
- When a member’s absence is known in advance of the date set for voting, a ballot should be provided to that person to vote and sealed in an envelope before returning it to the elections team for tabulation along with the rest of the ballots.
- When an absence is unforeseen and it occurs within the week set aside for voting, a ballot should be provided to the person upon his or her return, as long as the voting period has not ended.

Third week of May: Tabulating votes and certifying the election

- After the election period has ended, the elections team tabulates the votes and posts the results of the election on the CEA bulletin board.
- Two elections team members should complete the CEA Faculty Representative Certification Form (attached). Two elections team members must sign and date the bottom of the form. The form should then be mailed to the CEA office for arrival before the end of the school year.

Determining the Senior Faculty Representative

In cases where a unit has more than one faculty representative, the Senior Faculty Representative (SrFR) shall be the one with the most continuous service in the position of SrFR within the unit, not as an FR or an alternate. Service in other units does not count. See the CEA Constitution and Bylaws (Bylaw 13-2) at the end of this handbook.

Examples:

- When a unit has 2 FRs, the current SrFR must finish at least 2nd in the election to continue as SrFR.
- When a unit has 3 FRs, the current SrFR must finish at least 3rd in the election to continue as SrFR.
- When the SrFR chooses not to run, the SrFR is the one who receives the most votes.

If the SrFR does not complete his or her term, the faculty representatives who are listed on the CEA Faculty Representative Certification Form will move up one position.

Sample Ballot

FACULTY REPRESENTATIVE SAMPLE BALLOT

XYZ Middle School

_____ Roberta Smith

_____ Walter Brunson

_____ Arthur Schneider

_____ Danesha Daniels

Names should
be placed in
random order.

Vote for _____* candidate(s) and return your completed ballot immediately.

*Cast up to, but not more than, the number of Faculty Representative positions your building/unit is entitled to receive.

CEA USE ONLY
Date Received

CEA Faculty Representative 2013 Certification Form

The CEA Constitution specifies that there be at least one Faculty Representative and one Alternate for every unit. Additional FRs and Alternates should be elected for every 20 members or fraction thereof. Example: A unit with 40 members should have two (2) FRs, one SrFR and one FR and two (2) Alternates; a unit with 41 members should have three (3) FRs, one SrFR and two FRs and three (3) alternates.

Please Print Legibly

Building/Unit: _____

Senior Faculty Representative

Name: _____

CCS Mail Location: _____

Cell Phone: _____

Email: _____

(Do not use the school email address.)

Alternate Faculty Representative

Name: _____

CCS Mail Location: _____

Cell Phone: _____

Email: _____

(Do not use the school email address.)

Faculty Representative

Name: _____

CCS Mail Location: _____

Cell Phone: _____

Email: _____

(Do not use the school email address.)

Alternate Faculty Representative

Name: _____

CCS Mail Location: _____

Cell Phone: _____

Email: _____

(Do not use the school email address.)

Faculty Representative

Name: _____

CCS Mail Location: _____

Cell Phone: _____

Email: _____

(Do not use the school email address.)

Alternate Faculty Representative

Name: _____

CCS Mail Location: _____

Cell Phone: _____

Email: _____

(Do not use the school email address.)

Faculty Representative

Name: _____

CCS Mail Location: _____

Cell Phone: _____

Email: _____

(Do not use the school email address.)

Alternate Faculty Representative

Name: _____

CCS Mail Location: _____

Cell Phone: _____

Email: _____

(Do not use the school email address.)

Faculty Representative

Name: _____

CCS Mail Location: _____

Cell Phone: _____

Email: _____

(Do not use the school email address.)

Alternate Faculty Representative

Name: _____

CCS Mail Location: _____

Cell Phone: _____

Email: _____

(Do not use the school email address.)

This form requires two (2) signatures to be valid.

I hereby certify that the above-named members of the Columbus Education Association were duly elected.

Signature _____ Date: _____

Signature _____ Date: _____

Organizing Your Staff

Be a Strong and Effective Faculty Representative

- Organize your staff into smaller units (i.e., by halls, departments, grade levels, floors, etc.) Assign other FRs, alternates, ABC members or other teacher leaders to those units. They can be responsible for sharing information with members in that unit.
- Contact your colleagues personally. This is the best way to conduct CEA business.
- Use an email or text list to disseminate information quickly.
- Ask for time after staff meetings to discuss issues.
- Call CEA meetings to discuss information gathered at the LAs, District Meetings or FR Workshops. This is a way to build a strong, cohesive staff.
- Delegate some of your responsibilities. Ask another FR or alternate to distribute *The Voice*, collect contributions for TBS, United Way, I Know I Can, UNCF, etc. This will develop CEA leaders among your staff.
- Invite other staff members to attend the Legislative Assemblies and District Meetings with you.
- Keep in contact with your District Governor. Your Governor can help brainstorm ways to solve building problems.
- Call CEA if you have questions. It is your right to call CEA. You do not need your principal's permission to call CEA.

Model for Organizing Your Staff

Purpose: United Way Drive

Due: Oct. 12

Task: Personally hand out all the materials for the United Way Drive. Remind all members that they need to have completed and turned in their pledge forms by Friday.

Smith (SrFR)*
6th Grade Team
__ Jackson
__ Minor
__ Evans
__ Dixon
__ Ross
__ Dossett
__ Mays

Hayes
7th Grade Team
__ Guzzino
__ Jackson
__ McCoy
__ Parks
__ Fribley
__ Ventling
__ Starr
__ Becker

Jones
8th Grade Team
__ Logan
__ Johnson
__ Young
__ Hern
__ Wanner
__ Pierce
__ Roberts

Murray
Encore Team
__ Robinson
__ Green
__ Jamison
__ Maxton
__ Walters
__ Hoffman
__ Agnew

* All team leaders report to SrFR Smith.

Staff Information

| Last Name | | First Name | Cell Phone | Text <input type="checkbox"/> Yes <input type="checkbox"/> No | Non-CCS email |
|-----------|-------|------------|------------|---|---------------|
| _____ | _____ | _____ | () _____ | Text <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| _____ | _____ | _____ | () _____ | Text <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| _____ | _____ | _____ | () _____ | Text <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| _____ | _____ | _____ | () _____ | Text <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| _____ | _____ | _____ | () _____ | Text <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| _____ | _____ | _____ | () _____ | Text <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| _____ | _____ | _____ | () _____ | Text <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| _____ | _____ | _____ | () _____ | Text <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| _____ | _____ | _____ | () _____ | Text <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| _____ | _____ | _____ | () _____ | Text <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| _____ | _____ | _____ | () _____ | Text <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| _____ | _____ | _____ | () _____ | Text <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| _____ | _____ | _____ | () _____ | Text <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |

Use this information to contact your staff members. Make additional copies of this page if necessary.

Duties of a Governor

According to the CEA Constitution and Bylaws, the CEA Board of Governors is the executive arm of the Association. Duties of a CEA Governor are delineated in Section 5 of the Bylaws of the Board of Governors. Governors serve a three-year term.

- **Serve as a member of the CEA Board of Governors (BOG)**
This is an important role for the governor. The BOG plays a vital role in the operations of CEA. Meetings of the BOG are generally held on the second and fourth Thursdays of each month at the CEA office.
- **Attend all meetings of the Legislative Assembly (LA)**
These meetings are usually held at the Columbus Downtown HS on the first Thursday of each month beginning at 4:30 p.m.
- **Hold a minimum of seven CEA District Meetings each year**
District meetings should be announced at least one week in advance of the meeting and are open to all members in the district. These meetings are usually scheduled for the third Thursday of the month. The time and location of district meetings should be announced on the CEA website, *The CEA Voice*, texts and email. Governors should make follow-up phone calls to remind FRs of district meetings. Inform the CEA office of meeting plans.
- **Report the results of all district meetings at CEA Board of Governors meetings**
- **Maintain close contact with FRs**
Develop a means of communicating issues to members in the district. You are permitted to utilize school equipment and supplies to communicate to your FRs.
- **Periodically visit all buildings or units in your district**
Contact the CEA Vice President to obtain Association Leave for these visits.
- **Be available to assist FRs in conducting Association elections**
These elections include CEA officers, governors, contract ratifications and delegates to the OEA and NEA Representative Assemblies. Contact the chair of the CEA Elections Committee if there are problems.
- **Contact the CEA Vice President to arrange for representation at meetings in your absence**
This would include LA meetings, district meetings or building conferences.
- **Call CEA building meetings when necessary**
When issues arise in your buildings/units, you may choose to call building/unit meetings. CEA officers and staff are available to assist you.

Governance and Staff

CEA Governance and Staff

Officers, Governors and Staff Information

| Name, Title, Term, Business Phone | Home Address | Home/Cell Phone/Email |
|--|---|---|
| Elected Officers | | |
| Rhonda Johnson, President, 2014 CEA Office: 253-4731 | 5588 Queens Park Drive Dublin, OH 43016 | H: 614-210-0818 C: 614-378-4089 rjohnson@ceaohio.org |
| Phil Hayes, Vice President, 2014 CEA Office: 253-4731 | 1538 Greenscape Drive Westerville, OH 43081 | C: 614-795-1404 phayes@ceaohio.org |
| Appointed Officers and Staff | | |
| Karen Andermills, Legislative Coordinator CEA Office: 253-4731 | 6142 Applegate Lane Columbus, OH 43213 | C: 614-361-3243 kander mills@ceaohio.org |
| Tom Busher, Budget Director CEA Office: 253-4731 | 8112 Kingsley Drive Reynoldsburg, OH 43068 | H: 614-755-2686 C: 614-403-0988 tbusher@ceaohio.org |
| Bob Hern, Staff Consultant CEA Office: 253-4731 | 6769 Kellogg Drive Powell, OH 43065 | C: 614-507-1220 bhern@ceaohio.org |
| Tracey Johnson, Staff Consultant CEA Office: 253-4731 | 1232 Whitney Lane Westerville, OH 43081 | C: 614-301-7420 tjohnson@ceaohio.org |
| Rick Logan, Staff Consultant CEA Office: 253-4731 | 929 E. Broad Street Columbus, OH 43205 | C: 614-571-9474 rlogan@ceaohio.org |
| Michele Mays, Elections Chairperson CEA Office: 253-4731 | 1247 Medford Road Columbus, OH 43209 | H: 614-239-7891 C: 614-403-9465 mmays2@columbus.rr.com |
| Ezetta Murray, Staff Consultant CEA Office: 253-4731 | 4740 Northtowne Blvd. Columbus, OH 43229 | H: 614-476-4378 C: 614-403-9618 emurray@ceaohio.org |
| Carol Wagner, Staff Consultant CEA Office: 253-4731 | 929 E. Broad Street Columbus, OH 43205 | C: 614-571-7691 cwagner@ceaohio.org |
| Kari Yates, Secretary South HS: 365-5541 | 7254 Bride Water Blvd. Columbus, OH 43206 | H: 614-389-5891 C: 614-530-7154 kyates@ceaohio.org |
| District Governors | | |
| Diana Welsh (District 1), 2014 Dominion MS: 365-6020 | 4016 Blendon Point Drive Gahanna, OH 43230 | C: 614-596-3177 welsh8787@sbcglobal.net |
| Carla Davis (District 2), 2016 Forest Park ES: 365-5337 | 8143 Rodebaugh Road Reynoldsburg, OH 43068 | H: 614-501-3294 C: 614-746-4605 carladavis@yahoo.com |
| Christine Ray (District 3), 2015 East Columbus ES: 365-6147 | 3173 Alderbrook Drive Pickerington, OH 43147 | H: 614-866-3461 C: 614-805-5612 raychristine@hotmail.com |
| Dwayne Zimmerman (District 4), 2014 East Columbus ES: 365-6147 Valley Forge ES: 365-5648 | 1069 E. 26th Avenue Columbus, OH 43211 | H: 614-294-5941 C: 614-578-7987 7zimm@core.com |
| Kevin Jackson (District 5), 2014 Champion MS: 365-6082 | 2177 Eden Avenue Columbus, OH 43224 | H: 614-406-0539 C: 614-406-5678 kjackso3@ashland.edu |
| Teri Mullins (District 6), 2015 Wedgewood MS: 365-5947 | 4286 Knoll Crest Drive Grove City, OH 43123 | H: 614-539-1574 C: 614-271-4409 terimullins@yahoo.com |
| Taiyia Hayden (District 7), 2016 Moler ES: 365-5529 | 4443 Landmark Road Groveport, OH 43215 | H: 614-830-0277 C: 614-306-0353 taitai007@sbcglobal.net |

CEA Governance and Staff

Officers, Governors and Staff Information

| Name, Title, Term, Business Phone | Home Address | Home/Cell Phone/Email |
|---|---|---|
| Cindy Jamison (District 8), 2016 Leawood ES: 365-6504 | 3914 Frazier Road, West Columbus, OH 43207 | C: 614-403-0303 cijay4@yahoo.com |
| Lori Cannon (District 9), 2016 Ft. Hayes CC: 365-6681 | 281 East Kelso Road Columbus, OH 43202 | H: 614-261-1467 C: 614-203-2419 L78can@aol.com |
| Ann Aeschbury (District 10), 2014 Indian Springs ES: 365-6032 | 990 Corbin Court Westerville, OH 43081 | C: 614-580-2330 aeschburyart@hotmail.com |
| At-Large Governors | | |
| John Coneglio (HS At-Large), 2015 Independence HS: 365-5372 | 1824 Hess Blvd. Columbus, OH 43212 | H: 614-481-0412 C: 614-537-9345 coneglio4@hotmail.com |
| Robin Jeffries (At-Large), 2015 Africentric EC ES: 365-6517 | 1150 Rameys Run Court Blacklick, OH 43004 | H: 614-868-8494 C: 614-519-3498 hedley1922@sbcglobal.net |
| Cindy Love (HS At-Large), 2015 Northland HS: 365-5342 | 1359 Pepperell Drive Columbus, OH 4343235 | H: 614-442-0659 C: 614-657-6449 cinq38@yahoo.com |
| Christy Maser (MS At-Large), 2014 Johnson Park MS: 365-6501 | 4199 Colister Drive Dublin, OH 43016 | H: 614-798-8403 C: 614-657-8371 cmaser1103@sbcglobal.net |
| J. Sanchez (HS At-Large), 2015 Northland HS: 614-365-5342 | 2964 Minerva Lake Road Columbus, OH 43231 | C: 614-906-0124 northlandteacher@gmail.com |
| Izetta Thomas (ES At-Large), 2015 PAR: 365-5110 | 3878 Doney Street Whitehall, OH 43213 | H: 614-596-7352 C: 614-596-7352 izettanicole@me.com |
| GLBT Caucus Liaison | | |
| Karen Andermills | 6142 Applegate Lane Columbus, OH 43213 | C: 614-361-3243 kanderfills@ceaohio.org |
| CEA-R Liaison | | |
| Marilyn Allen | 1086 West Second Avenue Columbus, OH 43212 | H: 614-299-4841 C:614-570-4181 mrsecond@yahoo.com |
| OEA-R Liaison | | |
| Jeff Corbin | 1162 Cambridge Way Pickerington, OH 43147 | H: 614-868-7601 jcorbin50corbin@aol.com |
| OEA Board of Directors | | |
| Robin Jeffries (NEA Director #6), 2015 Africentric EC ES: 365-6517 | 1150 Rameys Run Court Blacklick, OH 43004 | H: 614-868-8494 C: 614-519-3498 hedley1922@sbcglobal.net |
| Diana Welsh (Capital), 2014 Dominion MS: 365-6020 | 4016 Blendon Point Drive Gahanna, OH 43230 | H: 614-476-2123 C: 614-596-3177 welsh8787@sbcglobal.net |
| Capital District | | |
| Taiyia Hayden, President, 2014 Moler ES: 365-5529 | 4443 Landmark Road Groveport, OH 43125 | H: 614-830-0277 C: 614-306-0353 taitai007@sbcglobal.net |
| Diana Welsh, Vice President, 2014 Dominion MS: 365-6020 | 4016 Blendon Point Drive Gahanna, OH 43230 | H: 614-476-2123 C: 614-596-3177 welsh8787@sbcglobal.net |
| Dorothy Wilson, Business Manager CEA Office: 253-4731 | 1312 Knollwood Drive Columbus, OH 43232 | H: 614-864-6524 C: 614-506-6678 jill3043@aol.com |

CEA Governance and Staff

Officers, Governors, and Staff Information

| Name, Title, Term, Business Phone | Home Address | Home/Cell Phone/E-mail |
|-----------------------------------|---|--|
| Teacher Talk Host | | |
| Sue Misiak | 327 Meadowview Drive Powell, OH 43065 | H: 740-549-2054 suemsk@insight.rr.com |
| CEA-Retired | | |
| Judy Valentine, President | 69 Iron Ore Court Columbus, OH 43213 | H: 614-866-6333 jvalentine59@aol.com |
| Marilyn Allen, Vice President | 1086 West Second Avenue Columbus, OH 43212 | H: 614-299-4841 C:614-570-4181 mrsecond@yahoo.com |

CEA District Organization

*Denotes unit too small for SrFR or a or a group without a SrFR

District 1 Gov. Diana Welsh

- Centennial HS
- Clinton ES
- Colerain ES
- Cranbrook ES
- Dominion MS
- Gables ES
- Indian Springs ES
- Indianola Informal K-8
- Ridgeview MS
- Salem ES
- Weinland Park ES
- Whetstone HS
- Winterset ES

District 2 Gov. Carla Davis

- Alpine ES
- Avalon ES
- Beechcroft HS
- Devonshire ES
- Forest Park ES
- Northland HS
- Northtowne ES
- Parkmoor ES
- Valley Forge ES
- Woodward Park MS

District 3 Gov. Christine Ray

- Arlington Park ES
- Brookhaven HS
- Cassady ES
- Como ES
- East Columbus ES
- East Linden ES
- Franklin County DD*
- Huy ES/A.G. Bell Program
- I-PASS @Mifflin MS
- Innis ES
- Maize ES
- Medina MS
- Mifflin HS
- Mifflin MS
- North Linden ES
- Oakland Park ES

District 4 Gov. Dwayne Zimmerman

- Arts Impact MS
- CAHS
- Columbus Global Academy
- Columbus International HS 7-12
- Columbus Spanish Imm. K-6
- Duxberry Park ES
- École Kenwood K-6
- Fifth Ave. Int. K-6
- Ft. Hayes Art & Academic HS
- Ft. Hayes CC
- Hamilton STEM Academy K-6
- Hudson Comm. Ed. Ctr.
- Linden STEM Academy K-6
- Linden-McKinley STEM 7-12
- South Mifflin STEM Academy K-6
- Windsor STEM Academy K-6

District 5 Gov. Kevin Jackson

- 5th St Annex*
- 6th St Annex*
- Beatty Park ES
- Berwick K-8
- CEA Office
- Champion MS
- Children's Hospital*
- Columbus Africentric EC ES
- Columbus Africentric EC SS
- Columbus City Prep. School for Boys
- Columbus City Prep. School for Girls
- Columbus Scioto 6-12
- East HS
- Eastgate ES
- Eastmoor Academy
- Juvenile Detention Center
- Maryhaven*
- Monroe MS
- Ohio Avenue ES
- St. Vincent
- Trevitt ES

District 6 Gov. Teri Mullins

- Avondale ES
- Binns ES
- Briggs HS
- Burroughs ES
- Eakin ES
- Georgian Heights ES
- Highland ES
- Hilltonia MS
- Lindbergh ES
- Starling K-8
- Sullivant ES
- Valleyview ES
- Wedgewood MS
- West HS
- West Broad ES
- West Mound ES
- Westgate ES
- Westmoor MS

District 7 Gov. Tai Hayden

- Buckeye MS
- Cedarwood ES
- Columbus Downtown HS
- Fairwood K-6
- Lincoln Park K-6
- Livingston K-6
- Marion-Franklin HS
- Moler K-6
- Parsons ES
- Siebert K-6
- South HS 7-12
- Southwood K-6
- Stewart Alt. ES @ Beck
- Watkins ES

District 8 Gov. Cindy Jamison

- Broadleigh ES
- Easthaven ES
- Fairmoor ES
- Independence HS
- Johnson Park MS
- Leawood ES
- Liberty ES
- Maybury ES
- Oakmont ES
- Olde Orchard ES
- Scottwood ES
- Shady Lane ES
- Sherwood MS
- Walnut Ridge HS
- Woodcrest ES
- Yorktown MS

District 9 Gov. Lori Cannon

- Guidance Counselors
- Neil Avenue Center
- NPSS Tutors
- Nurses
- OT/PT
- Psychologists
- Speech & Language
- Special Ed. Transition Coordinators
- Tutors

District 10 Gov. Ann Aeschbury

- Art
- Gifted & Talented
- Hudson St. Warehouse
- Kingswood Center*
- Latchkey
- Music
- Northgate Center
- PAR
- Phys. Ed.
- Pupil Services
- Shepard Center

*Denotes a group not voted as, or too small to be, a CEA unit.

CEA Buildings/Units

with District Numbers

| Building/Unit | District | Building/Unit | District | Building/Unit | District |
|--|----------|-----------------------------------|----------|---|----------|
| 5th Street Annex* | 5 | Fairwood K-6 | 7 | Ohio Avenue ES | 5 |
| 6th Street Annex* | 5 | Fifth Avenue K-6 | 4 | Olde Orchard ES | 8 |
| Arts Impact MS | 4 | Forest Park ES | 2 | OT/PT | 9 |
| Alpine ES | 2 | Ft. Hayes Arts & Academic HS | 4 | PAR | 10 |
| Arlington Park ES | 3 | Ft. Hayes CC | 4 | Parkmoor ES | 2 |
| Art | 10 | Gables ES | 1 | Parsons K-6 | 7 |
| Avalon ES | 2 | Georgian Heights ES | 6 | Phys. Ed. | 10 |
| Avondale ES | 6 | Gifted & Talented | 10 | Psychologists | 9 |
| Beatty Park ES | 5 | Guidance Counselors | 9 | Pupil Services | 10 |
| Beechcroft HS | 2 | Hamilton STEM Academy K-6 | 4 | Ridgeview MS | 1 |
| Berwick K-8 | 5 | Highland ES | 6 | Salem ES | 1 |
| Binns ES | 6 | Hilltonia MS | 6 | Scottwood ES | 8 |
| Briggs HS | 6 | Hudson Community Education Center | 4 | Shady Lane ES | 8 |
| Broadleigh ES | 8 | Hudson St. Warehouse | 10 | Shepard Center | 10 |
| Brookhaven HS | 3 | Huy ES/A.G. Bell Program | 3 | Sherwood MS | 8 |
| Buckeye MS | 7 | I-PASS @ Mifflin MS | 3 | Siebert K-6 | 7 |
| Burroughs ES | 6 | Independence HS | 8 | South HS 7-12 | 7 |
| CAHS | 4 | Indian Springs ES | 1 | South Mifflin STEM Academy K-6 | 4 |
| CEA Office | 5 | Indianola Informal K-8 | 1 | Southwood K-6 | 7 |
| Cassady ES | 3 | Innis ES | 3 | Special Education Transition Coordinators | 9 |
| Cedarwood ES | 7 | Johnson Park MS | 8 | Speech & Language | 9 |
| Centennial HS | 1 | Juvenile Detention Center (JDC) | 5 | St. Vincent | 5 |
| Champion MS | 5 | Kingswood Center* | 10 | Starling K-8 | 6 |
| Children's Hospital* | 5 | Latchkey | 10 | Stewart ES @ Beck | 7 |
| Clinton ES | 1 | Leawood ES | 8 | Sullivant ES | 6 |
| Colerain ES | 1 | Liberty ES | 8 | Trevitt ES | 5 |
| Columbus Africentric EC ES | 5 | Lincoln Park K-6 | 7 | Tutors | 9 |
| Columbus Africentric EC SS | 5 | Lindbergh ES | 6 | Valley Forge ES | 2 |
| Columbus City Preparatory School for Boys | 5 | Linden STEM Academy K-6 | 4 | Valleyview ES | 6 |
| Columbus City Preparatory School for Girls | 5 | Linden-McKinley STEM 7-12 | 4 | Walnut Ridge HS | 8 |
| Columbus Downtown HS | 7 | Livingston K-6 | 7 | Watkins ES | 7 |
| Columbus Global Academy | 4 | Maize ES | 3 | Wedgewood MS | 6 |
| Columbus International HS 7-12 | 4 | Marion-Franklin HS | 7 | Weinland Park ES | 1 |
| Columbus Scioto 6-12 | 5 | Maybury ES | 8 | West HS | 6 |
| Columbus Spanish Imm. K-6 | 4 | Medina MS | 3 | West Broad ES | 6 |
| Como ES | 3 | Mifflin HS | 3 | West Mound ES | 6 |
| Cranbrook ES | 1 | Mifflin MS | 3 | Westgate ES | 6 |
| Devonshire ES | 2 | Moler K-6 | 7 | Westmoor MS | 6 |
| Dominion MS | 1 | Monroe MS | 5 | Whetstone HS | 1 |
| Duxberry Park ES | 4 | Music | 10 | Windsor STEM Academy K-6 | 4 |
| Eakin ES | 6 | Neil Avenue Center | 9 | Winterset ES | 1 |
| East Columbus ES | 3 | North Linden ES | 3 | Woodcrest ES | 8 |
| East HS | 5 | Northgate Center | 10 | Woodward Park MS | 2 |
| East Linden ES | 3 | Northland HS | 2 | Yorktown MS | 8 |
| Eastgate ES | 5 | Northtowne ES | 2 | | |
| Easthaven ES | 8 | NPSS Tutors | 9 | | |
| Eastmoor Academy HS | 5 | Nurses | 9 | | |
| École Kenwood K-6 | 4 | Oakland Park ES | 3 | | |
| Fairmoor ES | 8 | Oakmont ES | 8 | | |

* Denotes a group not voted as, or too small to be, a CEA unit.

Peer Assistance and Review

Peer Assistance and Review (PAR)

The Two Components of PAR: Intern and Intervention Programs

I. Intern Program

- PAR is mandatory for teachers newly hired by Columbus City Schools, even those with previous experience.
- PAR Panel assigns a PAR Consulting Teacher to each intern. The term “intern” is used to identify full-time bargaining unit members new to Columbus City Schools.
- Formal evaluations are not conducted by the administration while a teacher is in PAR.

II. Intervention Program

- PAR is designed to assist experienced teachers in the Columbus City Schools who are exhibiting difficulty in the classroom. Teachers must have five or more years of teaching experience in the district to receive service from PAR.
- An experienced teacher may enter the PAR process in the following ways:
 1. By self-referral
 2. By recommendation made by the Senior Faculty Representative
 3. By recommendation made by the administrator
- PAR Panel assigns a PAR Consulting Teacher to each intervention.
- Formal evaluations and/or Special Evaluations are not conducted by the administration while a teacher is in PAR intervention.

Peer Assistance and Review for Interns

Procedures for intern services:

- Throughout the school year, the consulting teacher will meet with the building principal and the Senior Faculty Representative (SrFR).
- The consulting teacher will meet with the intern to discuss the PAR Program.
- The PAR Program offers courses designed specifically for interns in the urban setting and are held throughout the school year. Participants receive CEUs.
- The PAR Consulting Teacher (PAR CT) will observe the participating teacher and assess his or her teaching performance to determine performance goals. The PAR CT may arrange for the intern to observe an experienced teacher.
- The building principal may identify strengths and/or weaknesses the intern may be experiencing and discuss them with the PAR CT.
- If necessary, the consulting teacher and intern will meet to discuss the goal-setting process to raise the participant's performance to an acceptable level. If specific subject or program-related concerns are involved, the PAR CT may ask program consultants and supervisors for materials to assist the intern.
- During the year, the consulting teacher will frequently observe the intern, having both pre-observation and post-observation conferences as often as practical.
- The PAR CT will communicate regularly with the building principal regarding the progress of the intern.
- The PAR Panel may call on building principals, PAR CTs or other school system personnel to participate in discussions regarding the progress and program status of PAR Program participants.

Peer Assistance and Review for Interventions

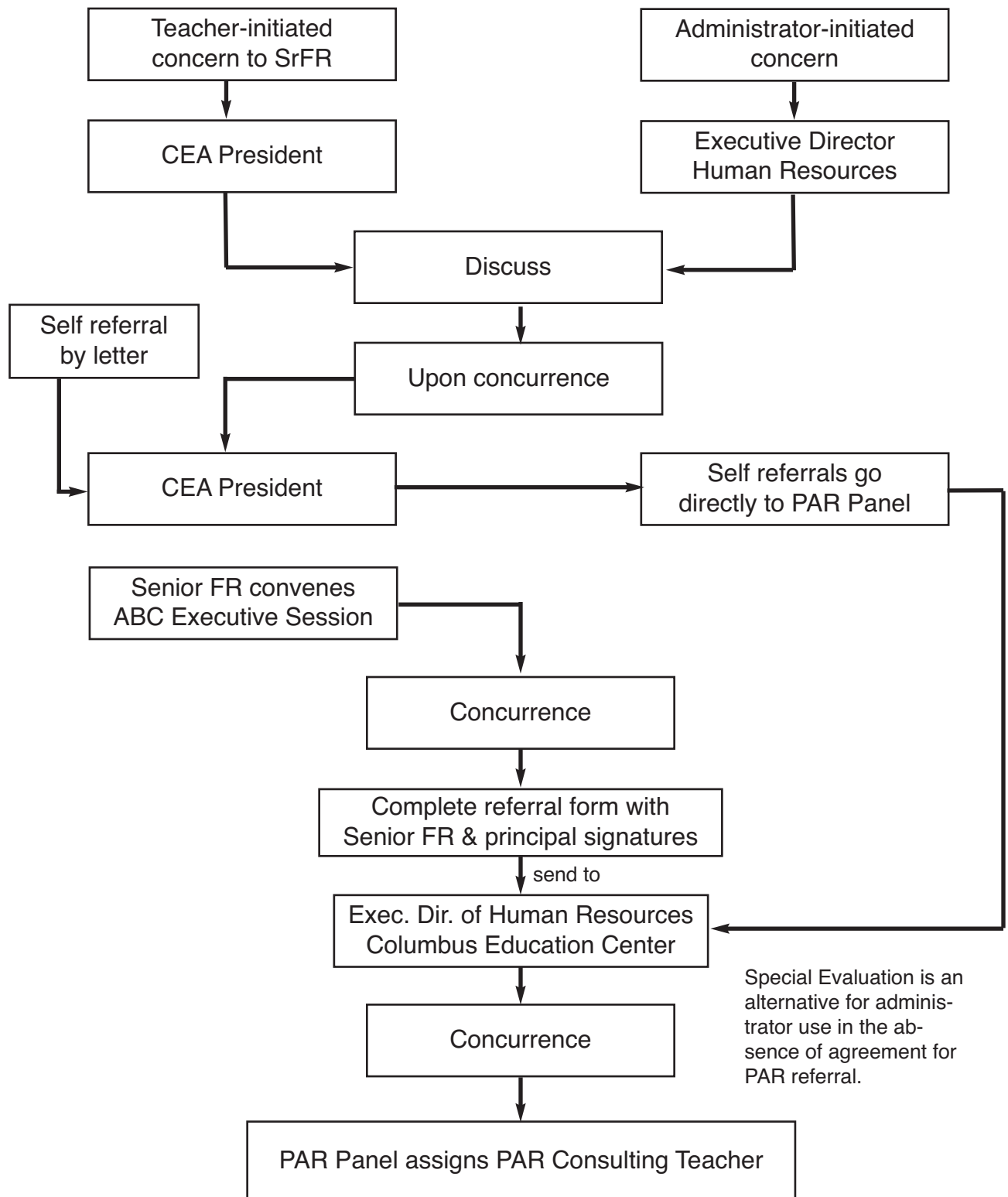
There are three ways an experienced teacher may enter the PAR program. A teacher may self-refer, be referred by the Senior Faculty Representative or be referred by the building administrator. The SrFR and the ABC play an integral role in the intervention portion of the PAR program.

Specific procedures for intervention services include the following:

- Before working with a teacher newly identified for intervention, the consulting teacher will meet with the building principal to discuss the case.
- The building principal will identify problems and offer suggestions for improvement.
- The PAR CT will meet with the participating teacher to discuss the PAR Program intervention and goal-setting process.
- The PAR CT will observe the participating teacher and assess teaching performance to determine performance goals.
- The building principal, PAR CT and program participant will meet to establish specific performance goals necessary to raise the participant's performance to an acceptable level. If specific subject or program-related concerns are involved, program consultants and supervisors may also be included in this conference.
- During the participant's stay in the PAR Program, the PAR CT will frequently observe the participant, having both pre-observation and post-observation conferences as often as practical.
- Subject-area consultants and special program-area supervisors may be included as frequently as deemed necessary by the PAR CT.
- The PAR CT will communicate regularly with the building principal regarding the progress of the program participant and to discuss reports before submitting them to the PAR Panel.
- The PAR Panel may call on building principals, PAR Program consultants or other school system personnel to participate in discussions regarding the progress and program status of PAR Program participants.

Each ABC will determine the number of votes required to approve an intervention for the PAR Program (i.e., majority, unanimous or some other percentage).

PAR Intervention Referral Process



PAR Intervention Referral Steps

At the first meeting in September, the Association Building Council (ABC) should determine the vote that will be needed to recommend a teacher for PAR intervention (i.e., simple majority, unanimous or some other percentage).

Failure to follow any steps of the process may obstruct approval of an intervention.

- If a teacher initiates a serious concern about a teacher's performance to the SrFR, he or she must immediately call the CEA President who will guide the SrFR through the process.
- The CEA President will contact the Executive Director of Human Resources, who will contact the building administrator to see if there is concurrence.
- If both sides concur, the CEA President will notify the SrFR to convene an executive session of the ABC.
- The SrFR will call a special meeting of the ABC and go into executive session. During an executive session, the discussion that takes place in the meeting is not reported or recorded. Only ABC members may be present. The principal is not a member of the ABC and cannot attend this session. A simple majority vote is required to enter executive session and to close executive session.
- If the appropriate number of ABC members vote to recommend a teacher for intervention, the SrFR and the principal will complete and sign the referral form and send it to the Executive Director of Human Resources at the Columbus Education Center (CEC, Rt. 1).
- The PAR Panel will meet to discuss the intervention recommendation. If a majority of the members vote to approve the recommendation, a PAR CT is assigned to the teacher. The PAR CT will assess the problem(s), give assistance and monitor progress. The PAR CT will report on the progress of the intervention at PAR Panel meetings.
- The PAR Program participant will continue to receive service until the PAR Panel determines no further assistance is needed or that further assistance will not be productive.

PAR Intervention Guidelines

Principals and Senior Faculty Representatives Guidelines for Teacher Identification for Intervention Assistance within the PAR Program

The Peer Assistance and Review Program (PAR Program) has as one of its major components a plan to assist experienced teachers who are experiencing serious difficulties in their teaching assignments. This assistance is to be provided by a peer referred to as a PAR Consulting Teacher (PAR CT). The PAR CT will work with the referred teacher until the consultant determines that the teacher is either working successfully and needs no further assistance or until the PAR CT determines that the referred teacher is not showing reasonable growth in relation to the assistance provided. It is important that everyone understands that the major purpose of intervention is to assist the experienced teacher to overcome deficiencies and again become a successful teacher.

The building principal and the Senior Faculty Representative (SrFR) are the key people in the school to provide input as to which teachers should be referred for assistance. The process of enrolling a teacher as a PAR Program participant is initiated whenever a building principal and/or a Senior Faculty Representative believes that a teacher in his or her building is experiencing serious difficulty in the performance of professional duties and could benefit by intervention from a PAR CT.

If the principal is the initiating party, he or she should call the Executive Director of Human Resources and recommend the teacher as a candidate for the PAR Program. If the SrFR is the initiating party, he/she should call the CEA President with a similar recommendation. Conversations between the SrFR and principal about the possibility of recommending a teacher for the PAR Program must be treated in a very confidential and professional manner.

If, after consultation, the Executive Director of Human Resources and the CEA President deter-

mine that the views of the principal and the SrFR concur and that substantive cause for concern exists, the SrFR will be notified to take the recommendation to the Association Building Council (ABC).

The ABC will meet in executive session, as provided in Section 202.05 of the *Master Agreement*, to consider the recommendation. The executive session may be a part of a regularly scheduled ABC meeting, or the chairperson of the ABC may call a special meeting for the sole purpose of discussing this matter only. In the case of a special meeting, the chairperson will notify all ABC members of the date and time of the meeting at least five school days in advance. Executive sessions are limited to the members of the ABC. In most cases, it consists of five teachers unless the provision in Section 202.02 of the contract has been implemented.

If the ABC decides that the teacher being discussed should be recommended as a PAR Program Participant, the "Recommendation for Intervention" form will be completed, signed by both the principal and the SrFR and forwarded to the PAR Panel.

Teachers not assigned to a regular school staff may be recommended for intervention by their program supervisor. The recommendation should go to the Executive Director of Human Resources. The remainder of the process will be similar to that above, except that the CEA President will act in place of the ABC.

The PAR Panel will review and vote on the recommendation. If the Panel votes to include a teacher in the PAR Program, the PAR Panel will notify the teacher and the principal. The teacher's participation is *not* voluntary. The Panel will assign a PAR Consultant to the new program participant.

PAR Intervention Indicators

Staff members are frequently well aware when a colleague is having serious difficulty. The more common indicators of performance problems may include any of the following:

- Serious discipline and classroom control problems
- Frequent conflicts with students
- A noisy classroom atmosphere
- Children frequently out of the classroom and in the halls
- Total lack of student interest in classroom activities
- High incidence of discipline referrals
- Unduly harsh and unreasonable treatment of students
- Frequent parent complaints and difficulty resolving problems with parents
- Lack of planning and preparation for instruction
- Disorganization meeting professional responsibilities
- Extremes in grading as reflected in grade inflation or excessive failure rates
- Lack of student growth and achievement
- Tardiness and high absence rates
- Sarcasm and demeaning comments in relation to students
- General negativism toward all facets of the job
- Difficulty with routine tasks
- Failure to comply with district policies and administrative requests

It is important to understand that teachers referred for assistance are not being written off as unsuccessful teachers who must be removed from the profession. Teachers referred to the program are viewed as valuable professionals and human beings who deserve to have the best resources available in the Columbus City Schools. The PAR Program is provided to them in the interest of improving performance to a successful standard.

The PAR Panel is composed of four members appointed by the CEA President and three members appointed by the Superintendent. The PAR Panel is charged with the responsibility of managing the PAR Program. The PAR Panel will monitor the progress of each participant by reviewing status reports regularly submitted by the PAR Consulting Teacher. When the panel receives a final status report from a consultant stating that the PAR Program participant needs no further assistance or that further assistance will not be productive, the Panel will complete and forward a written report to the Executive Director of Human Resources for inclusion in the participant's personnel file. A copy of this written report will be sent to the participant.

Peer Assistance

Peer Assistance

To assist members in their transitions from different grade levels or subject areas, members can request support from peer mentors. PAR consulting teachers are on call to meet members privately, review goals and help achieve them.

Some facts about the program:

- Peer Assistance is voluntary and non-evaluative
- Peer Assistance is not the same as the Peer Assistance and Review (PAR), which is not voluntary
- The Peer Assistance process is confidential. Your principal will be informed of your participation but will not be involved. The aim is to provide resources to the teacher through:
 - Observations, feedback and support as needed
 - Assessments of teaching performance, pupil relations, management activities and other areas
- No record of participation in Peer Assistance goes in your personnel file

Peer Assistance can be requested by members if they have:

- Recently transitioned to another teaching level (elementary, middle or high school)
- Recently transitioned from a non-classroom setting to a classroom setting
- Recently changed teaching areas
- Recently completed the PAR intervention or intern program but want additional assistance
- Need for refresher support

To request Peer Assistance, contact CEA President Rhonda Johnson at 253-4731.

Assault and Weapons Reports

If You Are Assaulted

You can file charges by calling the police to your home or building, filing with your School Resource Officer or going to Juvenile Court. CEA will help you through the process. Any teacher who is assaulted should file charges, fill out an Incident Report form and use Assault Leave as necessary. It is important to complete the paperwork to provide the District with teacher assault data.

Please take time at a staff meeting to distribute and explain the procedures below, emphasizing the importance of keeping this information handy.

1. If you need immediate medical attention, get it. You can later secure a medical opinion. Take pictures of visible injuries. You may be eligible for Assault Leave. (See Section 701.02 (D) of the *CEA Master Agreement*.)
2. Immediately contact your administrator, faculty representative and CEA to let them know an assault has taken place.
3. Give your administrator a concise written account of the incident and a completed SCH190. Include attacker's name, address, phone, birth date, race and parent information. Make several copies for your files.
4. Complete the following forms: A CCS Incident Report Form available at the school site; an Application of Leave Form (available by calling Cathy Jones at 365-5881); and a Workers' Compensation Claim, if applicable (available by calling the Treasurer's Office at 365-6400).
5. Your principal should contact appropriate personnel and secure written statements from all parties involved. You should request copies.
6. Administration should notify the proper agencies, including the police. You have the right to call 911 and the Columbus Police Department (645-4545) yourself. You have the right to make a police report and to file charges.
7. As soon as possible, write a detailed statement of the incident for your personal files.
8. Keep all records of the incident.
9. CEA will accompany you through the process.
10. You should keep CEA and your administrator apprised of all developments.

How to File Charges

It is important for anyone who has been assaulted by a student to file charges. It is a way for the student to receive help and starts a paper trail on the student's escalating behavior.

Point to remember

1. You have a legal, constitutional right to file charges when you believe you have been the victim of a crime.
2. You do not need permission or approval of an administrator to exercise your rights.
3. Any assault on a teacher is a felony. If called, the police may file charges instead.
4. There is no monetary cost to file a complaint.
5. You will be assisted by an Assistant County Prosecutor at no cost. You will not need a personal attorney. A CEA staff person or officer can accompany you to all hearings. Call CEA at 253-4731.
6. The juvenile justice system is busy and overworked. Be persistent to ensure action against an assailant. Do not give up.
7. When a charge of menacing threats is filed, the victim must have believed the harm threatened was imminent. The charge of disorderly conduct, on the other hand, does not have such a requirement. If you are threatened but there is no reason to believe that harm will immediately follow, there is no menacing threat by legal definition, but there may well be disorderly conduct.

Guide to Filing Charges

1. Follow the directions on the "If You Are Assaulted" cards or the poster on the CEA bulletin board.
2. Call the Strategic Response Bureau at 645-4610 or go to Juvenile Court Intake, 399 South Front Street, Columbus, OH 43215 (525-4168). Call CEA to assist you.
3. The charge is filed at the Intake Desk. You will meet with an intake counselor who will assist you in filing the appropriate charge.
4. You may be given an option to participate in a mediation hearing. This is an attempt to keep children out of the legal system when possible. It is entirely optional. Teachers should evaluate the potential for resolution by apology and restitution, if applicable. Mediation is conducted by one of the court's mediation counselors. Attorneys and prosecutors are not involved. Only the mediator, the student, the parent(s) or guardians (such as Franklin County Children Services), you and your Association representatives may attend. It is a chance for the student to admit charges and apologize without going through preliminary court and potential trial. The mediator will not impose punishments. The short-term record of this conference is kept in the mediation office. This option is especially useful for, but not limited to, elementary students.
5. In more severe cases, or when a student seems unable or unwilling to deal with a behavior problem, the teacher can request a hearing. The preliminary hearing will be held before a referee who will be looking for probable cause for trial. Teachers do not need to attend this preliminary hearing. The written complaint is adequate to yield a trial.
6. The student will be asked if he or she is represented by counsel. If not, the referee will schedule a later hearing date after counsel has been hired or appointed.

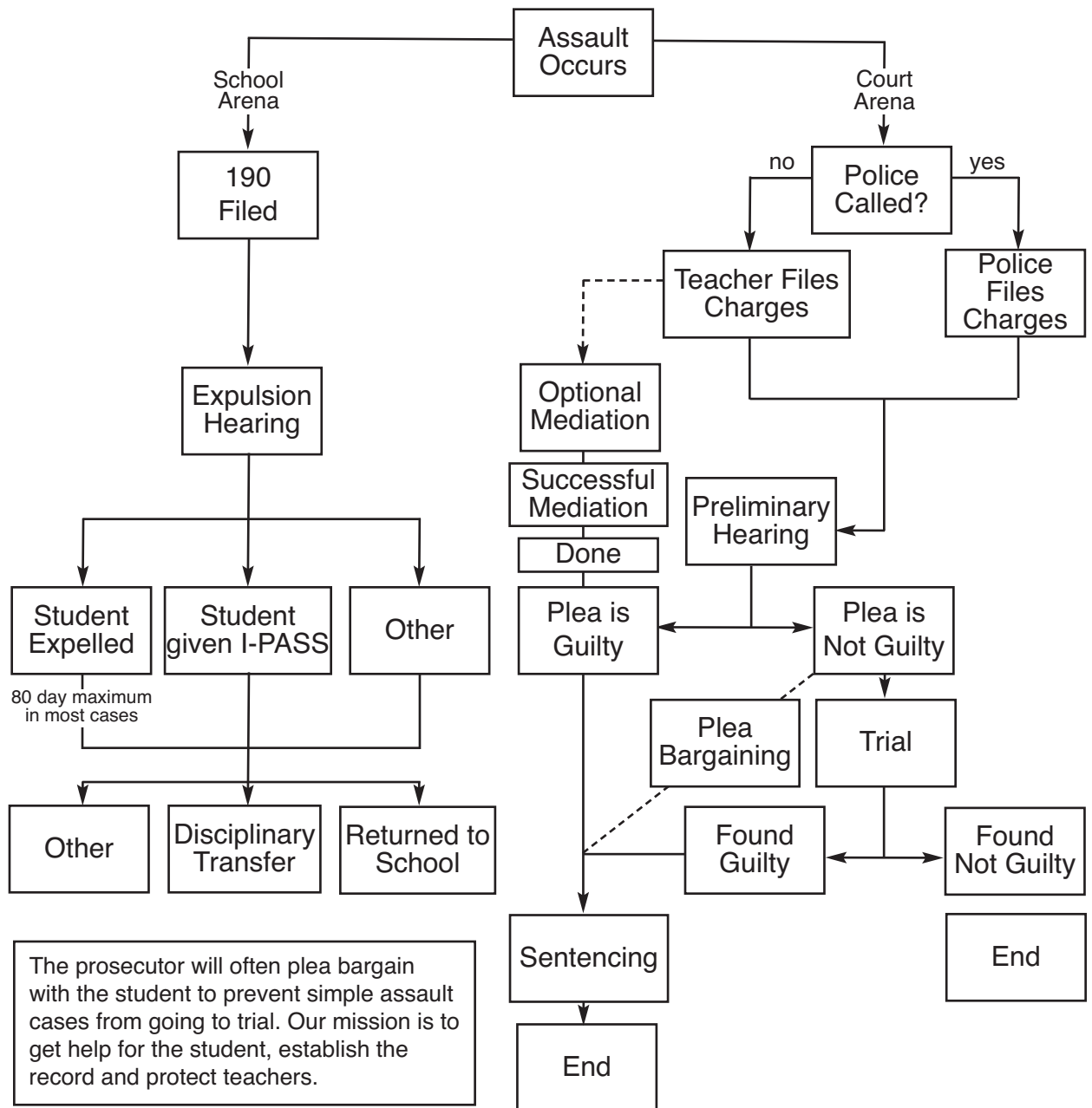
How to File Charges

7. If the student admits guilt, then the referee will usually dispose of the case at that time. The referee will probably do one of the following:
 - a. Remand the student to the custody of the parents on house arrest, except for school. In about 7–10 days, a Pre-Sentencing Investigation (PSI) will be conducted, and the student will return for sentencing.
 - b. Hold (lock up) the student pending the PSI; and, in approximately one week, return the student from lock-up for sentencing. The teacher is not required to be present for sentencing.
8. If the student does not admit guilt, a trial date is set. The teacher will receive a subpoena. Very seldom will the trial actually occur on the original date. Plea bargaining and no-shows consume time. CEA will assist when the system seems bogged down.
9. On trial day, many defendant students are more willing to plea bargain. By plea bargaining, the prosecutors will do everything they can to dispose of the case without trial.
10. If a trial occurs, the teacher becomes a witness for the prosecutor's case on behalf of the people of Ohio.
11. As a prosecution witness, the student's defense attorney may cross-examine the teacher. The teacher should simply tell what happened. When testifying, he or she may use notes taken of the incident. If a question is unclear, ask that it be repeated. If the teacher does not know the answer, he or she should say so. Do not answer hastily; always take your time and speak up distinctly.

Final Tips:

- If the assault is severe, call CCS Safety & Security (365-5638) and/or the Columbus police (645-4545). The police can file charges.
- If your injuries require a physician's care, make sure the doctor reports that the injury was due to a student assault.
- If you miss school due to injuries from an assault, mark "Assault Leave" on the absence form and fill out the appropriate forms from Cathy Jones (365-5881).
- Your principal should arrange coverage for school-related court dates.
- Mark "Other" and write in "Job-related court appearance" on the absence form.
- Have the prosecutor sign your subpoena and take it to the cashier for a modest cash reimbursement to help defray parking or transportation expenses.
- If you feel you must consult an attorney, call CEA and complete an OEA/NEA Legal Services application. There is no cost to members.
- You are under no obligation to discuss the incident with the student's attorney.
- If a student's parents file civil charges against you, you are covered by the OEA/NEA Legal Liability Plan and the Board of Education Liability Plan.

How to File Charges



Contract Language

Section 208.04 of the CEA/Board Agreement states that teachers may remove a student according to state law (ORC 3313.66) using a form available in the school office. This is for more severe and/or more persistent cases than those requiring a SCH190. Section 208.05 explains released time for hearings and court proceedings arising out of their professional activities. Section 208.06 states that teachers will be advised when they are assigned to instruct a student who has been transferred due to disciplinary reasons into their building. Section 208.07 states that a student who assaults a teacher should be expelled. Section 208.08 says that a teacher should be notified in writing of hearing times and places. Section 208.09 says that, except for unusual circumstances, no student will be given a change in building assignment for disciplinary and/or adjustment reasons more than once during a school year.

CPD Officers Working with Schools

The Columbus Police Department is ready to assist when something happens in your building that requires police intervention. You can call the Strategic Response Bureau at 645-4610 to ask for assistance. Call the officers listed below if you do not have an assigned staff resource officer:

| <u>Officer</u> | <u>Office Phone</u> | <u>Cell Phone</u> |
|------------------|---------------------|-------------------|
| Det. Gary Votaw | 645-4325 | 506-6392 |
| Sgt. Steve Brown | 645-4956 | 774-7722 |

If there is an emergency situation, you can call 911. You do not need permission to call 911. Knowing your rights and responsibilities is your best protection and the most effective method of dealing with disruptive students.

Reporting Weapons

The CEA Weapons Report Form is shown below. Use this original to reproduce copies for your use or download the form from the CEA website. If you discover that a student has brought weapons into your building, complete the form and send it to the CEA Vice President through school mail.



Date: ____/____/____

Weapons Report Form

(please print)

Teacher _____ Home Phone _____ Cell Phone _____ Building/Unit _____

Day/Date/Time of incident _____ Primary student involved _____ Birth date _____

Type of weapon found _____ Other student(s) involved _____

Was weapon real? Yes No (If possible, photocopy the weapon and attach to this form.)

Weapon was reported to _____ Position _____

Action taken by administrator (check those that apply):

- police were called
- recommendation for expulsion
- other (please specify) _____

Complete the form and send it to the CEA Vice President through school mail.

Professional Responsibilities

If You are Accused

Take time during a staff or a CEA meeting to explain the procedures you should follow if a member is accused of neglect or abuse of a student.

Being accused of any alleged infractions of rules, delinquency or unprofessional performance is a frightening experience. The district will take these allegations seriously. There may be an internal investigation conducted by the school administrator, as well as by the central administration.

Franklin County Children Services (FCCS) will be informed if there is knowledge or suspicion of abuse/neglect of a student. The Columbus Police Department may be notified and may initiate their own independent investigation.

CEA will represent you throughout the entire process.

1. Call CEA immediately at 253-4731. You are entitled to representation. An attorney will be provided for you if warranted.
2. No formal or informal statements should be made until you have had the opportunity to consult with CEA and an attorney. That includes speaking with staff members.
3. If asked to write an incident report by your building administrator/supervisor or meet with internal (CCS) or external investigators (FCCS), you may respond by saying that you fully intend to cooperate but need time to consult with CEA and your attorney.
4. Do not expect that your administrator will advise you of your rights. Failure on the part of the administration to explain your rights is not subject to the grievance procedure.

Reporting Abuse/Neglect

All school employees are legally required to report suspected or known mental or physical abuse/neglect of students to Franklin County Children Services or the Columbus Police Department. Knowledge or suspicion of abuse or neglect may be based on an employee's direct knowledge or observation or may be based on a report of such from a student, parent or third party. Reports shall be made regardless of whether that abuse or neglect occurred in the student's home, in the school or in some other setting. Reporting the alleged abuse to your administrator, nurse or guidance counselor does not take care of the employee's personal responsibility to report abuse/neglect to Franklin County Children Services or the Columbus Police Department. The employee could face legal charges and disciplinary action if the alleged abuse/neglect is reported only to a member of the school staff.

Please take the time during a staff meeting to distribute and explain the procedures below:

1. All school employees are required under Ohio law to report any known or suspected child abuse.
2. Any employee who fails to report or cause a report to be made is subject to discipline and criminal prosecution.
3. A school employee must make a verbal report in person or by telephone of any allegations of abuse or neglect to Franklin County Children Services (229-7000) or the Columbus Police Department (911 or 645-4545).
4. Inform your principal or immediate supervisor of the allegations.
5. If an administrator tells you not to make the report, call CEA at 253-4731.
6. You should keep CEA and your administrator apprised of any developments.

If you know of, hear of or suspect abuse/neglect of a child, you must report it to Children Services or to the police.

Weingarten Rights

Steps to take if you are called to your administrator's office

What do you do if you are asked to attend a meeting with your principal or supervisor for an unspecified reason?

1. Ask the principal/supervisor to clarify the reason for the meeting.
2. Remember that you are entitled to CEA representation. Administrators are not obligated to tell you this; but, if you request representation, the administrator must arrange the meeting at a time when your representative can be in attendance (within five school days).

The following is an example of what you should say:

If this discussion could in any way lead to my being disciplined or terminated or affect my personal working conditions, I respectfully request that my CEA representative be present at this meeting. Until my representative arrives, I choose not to participate in this discussion.

We suggest representation any time the purpose of the meeting is one of the following:

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

Protect your rights. Call CEA at 253-4731.

Certification/Licensure Renewal

If you are in the final year of your current teaching certificate or license, please be advised that course-work/professional development requirements for renewal/transition must be completed by February 1 of the year the certificate or license expires.

The Local Professional Development Committee (LPDC) will verify completion of professional development requirements in accordance with the February 1 deadline. Applicants must complete the license renewal/transition form and submit it to the LPDC Office at Northgate.

In October, Human Resources will email renewal information to all educators who have a certificate or license expiring at the end of the school year. This will include instructions on how to download and complete the application, where to send the completed application and other relevant details.

Application forms are sent out to schools by the CCS Human Resources Department in October the year before the license expires. Instructions will be included in the packet.

Renewal requirements are as follows:

- **Holders of eight-year certificates** issued on or before July 1, 2006, must complete six (6) semester hours or nine (9) quarter hours or 18 CEUs or combination thereof after the issue date of their certificates and after having an Individual Professional Development Plan (IPDP) approved by the LPDC.
- **Holders of five-year licenses** must complete six (6) semester hours or nine (9) quarter hours or 18 CEUs or combination thereof after the issue date of their licenses and after having an IPDP approved by the LPDC.
- **Holders of four-year resident educator licenses** must complete a four-year program of support, including mentoring and completion of the resident educator requirements. In Columbus City Schools, these requirements are fulfilled through the PAR Program. In addition, resident educators must successfully complete a summative assessment to transition to a Five-Year Professional License.
- **Holders of lapsed certificates/licenses** must contact Human Resources to determine the requirements for reinstatement.

To create and submit an IPDP for review, go to www.columbus.k12.oh.us/staffdev and click on the LPDC link. Download and follow the guide entitled, "Creating an IPDP."

When you renew your certificate/license, you must update your IPDP before taking classes. Otherwise, the CEUs or semester hours will not count toward renewal.

Resident Educator Program

Ohio House Bill 1, passed in July 2009, mandated a new licensure system for teachers in Ohio that included a Resident Educator license effective January 2011.

A four-year Resident Educator program of support and mentoring for new teachers will provide Ohio educators just entering the profession with quality mentoring and guidance essential for a long and flourishing career. Successful completion of the residency program will be required to qualify for a five-year professional educator license.

The Resident Educator Program is a four-year program of formative assessment culminating in the completion of a state-wide summative assessment. The Resident Educator is assigned a mentor and is given the opportunity to practice and embrace the instructional daily processes performed by effective teachers—*Assess, Plan, Teach and Revise*—through the lens of continuous reflection. Resident Educators are provided support from the Peer Assistance and Review Program.

National Board for Professional Teaching Standards

Columbus City Schools (CCS) has more than 120 individuals who are National Board Certified Teachers (NBCT). Teachers who wish to become NBCTs are supported by the Columbus Education Association and the district.

Teachers who earn the NBCT receive a \$1,500 stipend annually that is guaranteed in the *CEA Master Agreement*, Section 909.01. NBCTs are responsible for providing two staff development presentations. The LPDC and the Administration is responsible for coordinating the delivery of the presentations.

Two days of Professional Leave are provided for those aspiring to be NBCTs to work on their portfolio or prepare for assessment. Candidates can also receive, through OSU, graduate non-degree credit. CCS/OSU outreach offers four National Board courses for graduate non-degree credit. Six quarter hours of credit, three spring quarter and three summer quarter, are provided for completing the National Board process and attending the monthly support meetings.

Candidates can also receive CEUs. Completion of the National Board Certification Portfolio and Assessment Center activities qualifies candidates for 36 CEUs. Candidates must have an approved IPDP on file with the LPDC prior to engaging in the National Board Certification process for CEUs to be awarded. Candidates cannot receive both CEUs and Ohio State University credits.

For more information, go to the CCS website, click on *Staff*, click on *Departments*, click on *Curriculum and Staff Development* and find the tab for National Board.

If you have questions, call Mickie Sebenoler at Northgate Center (365-5039), or email her at msebenoler@columbus.k12.oh.us.

Additional Information

CEA Dues Structure

2013–2014

| | |
|---|----------|
| Total Full-Time Dues | \$869.00 |
| Total Half-Time Dues | 490.00 |
| Total Quarter-Time Dues | 300.25 |
| Total Tutor Dues | 490.50 |
| Total Agency Fee Payer Full-Time Assessment | 859.00 |
| Total Agency Fee Payer Half-Time/Tutor Assessment | 480.00 |
| Total Agency Fee Payer Quarter-Time Assessment | 290.25 |

Full-Time Dues

| | |
|------------------------------------|-----------------|
| NEA Dues | \$182.00 |
| OEA Dues | 431.00 |
| UniServ Assessment (OEA) | 77.00 |
| Capital District Dues | 25.00 |
| CEA Dues | 144.00 |
| Scholarship Assessment (CEA) | 10.00 |
| Total | \$869.00 |

Half-Time/Tutor Dues

| | |
|------------------------------------|-----------------|
| NEA Dues | \$102.00 |
| OEA Dues | 216.00 |
| UniServ Assessment (OEA) | 77.00 |
| Capital District Dues | 12.50 |
| CEA Dues | 72.00 |
| Scholarship Assessment (CEA) | 10.00 |
| Total | \$490.00 |

Quarter-Time/Part-Time Dues

| | |
|------------------------------------|-----------------|
| NEA Dues | \$63.00 |
| OEA Dues | 108.00 |
| UniServ Assessment (OEA) | 77.00 |
| Capital District Dues | 6.25 |
| CEA Dues | 36.00 |
| Scholarship Assessment (CEA) | 10.00 |
| Total | \$300.25 |

Agency Fee Payer Assessments

| | |
|------------------------------------|-----------------|
| NEA Dues | \$182.00 |
| OEA Dues | 431.00 |
| UniServ Assessment (OEA) | 77.00 |
| Capital District Dues | 25.00 |
| CEA Dues | 144.00 |
| Scholarship Assessment (CEA) | 0.00 |
| Total | \$859.00 |

| | |
|-------------------------------------|-----------------|
| Total Agency Fee Half-Time | \$479.50 |
| Total Agency Fee Quarter-Time | \$290.25 |

| | |
|--|-----------------|
| Comprehensive Legal Services Plan | \$500.00 |
| Deductible | 110.00 |

CEA Dues Structure

CEA Payroll Deduction Codes

| Code | Description |
|------|---|
| A | Full-time member of the bargaining unit (except tutors) |
| B | Full-time member of the bargaining unit (except tutors) with Comprehensive Legal Services |
| C | Half-time member of the bargaining unit (except tutors) |
| D | Fair share fee payer who is a full-time member of the bargaining unit (except tutors) |
| E | Half-time with Comprehensive Legal Services |
| F | Initial code for newly-hired teachers, tutors and part-time hourly employees |
| G | Tutor member of the bargaining unit |
| H | Fair share fee payer who is a tutor member of the bargaining unit |
| I | Part-time hourly half-time member of the bargaining unit |
| J | Part-time hourly half-time fair share fee payer |
| L | Part-time hourly 13–14 hours |
| M | Part-time hourly 13–14 hours fair share fee payer |

CEA Dues Structure Plan A • 2013–2014

| | CEA | OEA | NEA | District |
|---|---------|---------|---------|----------|
| CEA-A | \$ 8.11 | \$26.74 | \$ 9.58 | \$1.32 |
| CEA-B | 34.42 | 26.74 | 9.58 | 1.32 |
| CEA-C | 4.32 | 15.42 | 5.39 | .66 |
| CEA-D* | 12.00 | 41.33 | 15.17 | 2.08 |
| CEA-F (code for first-year teachers, tutors and part-time hourly employees) | | | | |
| CEA-G | 4.32 | 15.42 | 5.39 | .66 |
| CEA-H* | 6.00 | 24.42 | 8.54 | 1.04 |
| CEA-I | 4.32 | 15.42 | 5.39 | .66 |
| CEA-J* | 6.00 | 24.42 | 8.54 | 1.04 |
| CEA-L | 2.42 | 9.74 | 3.32 | .33 |
| CEA-M* | 3.00 | 15.42 | 5.25 | .52 |

The combinations of authorized dues will produce the following deductions per pay period:

| | |
|---|---------|
| CEA-A | \$45.74 |
| CEA-B | 72.05 |
| CEA-C | 25.79 |
| CEA-D | 71.58* |
| CEA-F (code for first-year teachers, tutors and part-time hourly employees) | |
| CEA-G | 25.79 |
| CEA-H | 40.00* |
| CEA-I | 25.79 |
| CEA-J | 40.00* |
| CEA-L | 15.80 |
| CEA-M | 24.19* |

*Fair-share fees are deducted in 12 equal installments beginning with the 10th paycheck.

CEA Dues Structure Plan B • 2013–2014

| | CEA | OEA | NEA | District |
|---|---------|---------|---------|----------|
| CEA-A | \$ 6.42 | \$21.17 | \$ 7.58 | \$1.04 |
| CEA-B | 27.25 | 21.17 | 7.58 | 1.04 |
| CEA-C | 3.42 | 12.21 | 4.27 | .52 |
| CEA-D* | 8.47 | 29.88 | 10.71 | 1.47 |
| CEA-E | 24.25 | 12.21 | 4.27 | .52 |
| CEA-F (code for first-year teachers, tutors and part-time hourly employees) | | | | |
| CEA-G | 3.42 | 12.21 | 4.27 | .52 |
| CEA-H* | 4.24 | 17.24 | 6.03 | .74 |

The combinations of authorized dues will produce the following deductions per pay period:

| | |
|---|---------|
| CEA-A | \$36.21 |
| CEA-B | 57.04 |
| CEA-C (stretch pay) | 20.42 |
| CEA-D | 50.53* |
| CEA-E | 41.25 |
| CEA-F (code for first-year teachers, tutors and part-time hourly employees) | |
| CEA-G (stretch pay) | 20.42 |
| CEA-H | 28.24* |

*Fair-share fees are deducted in 17 equal installments beginning with the 10th paycheck.

Teachers for Better Schools

The members of the Columbus Education Association (CEA) are deeply invested in the success of each of our students. In order to affect positive political change that will improve the future for Columbus students, teachers and our school community, CEA established Teachers for Better Schools (TBS). CEA does not use dues money to promote individual candidates.

TBS is the political action committee of CEA. It raises money for local and state pro-public education candidates who recognize that we are deeply committed to the success of every child. TBS supports elected officials who put our students at the center of education reform.

To join TBS, download a membership form from the CEA website at <http://bit.ly/SivpK7>. Completed forms should be sent to the CEA office.

If you would like to become more politically active, contact Karen Andermills, CEA's Legislative Coordinator, at (614) 361-3243, or email her at kander mills@ceaohio.org.

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TBS supports elected officials who put our students at the center of education reform. CEA does not use *any* dues money to promote individual candidates.

Help show our political clout by joining TBS.

Donor Levels

- CEA President’s Club\$10 per pay
- CEA Vice President’s Club\$5 per pay
- CEA Governor’s Club\$3 per pay
- CEA Representative’s Club.....\$1 per pay

**If you prefer to give by check, make it payable to Teachers for Better Schools.
TBS cannot accept cash contributions.**

Columbus City Schools

Authorization for Payroll Deduction for Political Contributions

Employee Full Name _____
Print as it appears on your pay statement

Employee Full Address _____
Print Address City ST ZIP

Employee ID No. _____ Personal Email Address _____
Found on pay statement Print non-CCS email address

School or Department _____

Check one only:

- CEA President’s Club\$10 per pay
- CEA Vice President’s Club\$5 per pay
- CEA Governor’s Club\$3 per pay
- CEA Representative’s Club\$1 per pay (min.)
- Other amount\$____ per pay

**FOR SECURITY PURPOSES
Place in sealed envelope
and use school mail to
return this form to CEA.**

Signature _____ Date _____

Teachers for Better Schools (TBS) collects contributions from Association members and uses those contributions to help elect pro-education candidates to state and local political offices. A member may refuse to make any contributions. This will not affect his or her membership status, rights or benefits in CEA, OEA, NEA or any of his or her affiliates. Similarly, making a contribution will not affect membership rights, benefits or status. Contributions to TBS are voluntary and are not a condition of employment or membership in CEA, OEA, NEA or any of their affiliates; employees and members have the right to refuse to contribute without suffering reprisals. Contributions are not deductible as charitable contributions for federal income tax purposes.

Communications

The strength of any organization is in its ability to communicate. CEA is proud of its publications and owes much of its success to the willingness of the faculty representatives to disseminate important information.

The CEA Voice

The Voice is the backbone of CEA's publications. The history of our organization and the school district can be found in *The Voice*. It is primarily written by the CEA President with input from staff members and teachers. You receive *The Voice* every Monday. It contains the latest news and announcements concerning Columbus teachers. *The Voice* is printed by CEA and is available electronically on the CEA website. You can request to be added to the mailing list by contacting Bob Hern at bhern@ceaohio.org.

FR Memos & Member Alerts

FR memos and member alerts are sent electronically and used to report important information to FRs and to members. These communications are sent to convey when meetings are going to be held, to gather input from members and when messages need to be sent quickly.

The CEA Blog (blog.ceaohio.org)

The CEA Blog provides CEA members, public education advocates and others an opportunity to express opinions regarding public education and labor issues.

The CEA Facebook Page (facebook.com/ColumbusEA)

The Columbus Education Association has the distinction of being the largest and most engaged Facebook page of any NEA local teachers union. Breaking news, photos, videos and lively member discussions are all taking place after work hours on this engaging social media site.

CEA on Twitter (twitter.com/ColumbusEA)

CEA's Twitter account keeps members, public education advocates and others informed of breaking news and events that pertain directly to public education and labor issues.

CEAmobile (bit.ly/ceamobile)

CEA was the first local teachers union in the country to have its own mobile web app—CEAmobile. This groundbreaking use of iPod, iPhone or Android smartphone technology empowers CEA members with full access to the *CEA Master Agreement*, answers to FAQs, contact information for legislators and additional services.

The CEA YouTube Channel (youtube.com/ceaohio)

The CEA YouTube Channel features exclusive footage of CEA members in action. Whether it's protecting their profession, fighting unjust legislation or engaging in professional development to improve student achievement, you'll find it here.

Communications

The CEA Flickr Page (flickr.com/ColumbusEA)

CEA's Flickr Page captures Association events that take place during the school year outside of work hours and contains thousands of photographs of our members. From demonstrations at the Statehouse to member events like the New Teacher Luncheon, Fall Fling or CEA's Annual Awards & Retirement Banquet, chances are you will find yourself on Flickr.

The CEA Text-Messaging Service

Members who choose to opt in to the CEA Text Messaging service will receive occasional text messages from CEA about urgent and important information. To add your cell phone number to the list, please call the CEA office at 253-4731.

CEA Master Agreement

The contract is to the FR as the curriculum guides are to the classroom teacher. A contract book is provided to every member. Read it and be knowledgeable about its contents. FRs should keep any extra copies they might have for new teachers and also for reference purposes. The contract can be found on the CEA website and the CEAmobile app.

Membership Handbook

The *CEA Membership Handbook* contains the CEA Constitution and Bylaws. The handbook contains valuable information about services and benefits for members. Go to the CEA website or to the CEAmobile app to view it.

Faculty Representative Notebook

The *Faculty Representative Notebook* is a guide for faculty representatives. The notebook is on the CEA website and the CEAmobile app. It contains all the information you need to be an effective FR.

The CEA website (www.ceaohio.org)

The Columbus Education Association was one of the first NEA locals to harness the power of the Internet to disseminate key information to its members. Many valuable pieces of information can be obtained by surfing to our site. You can read *The CEA Voice*, which is available online several days earlier than the print version.

Lost Materials Instructions

- **Person(s) eligible:**
 - Current CEA member(s)
- **Items that will be replaced:**
 - A teacher's personal classroom materials/equipment lost from the worksite
- **Losses that will be covered:**
 - Losses due to fire
 - Losses due to natural disaster
 - Losses due to vandalism
 - Losses due to a known theft which is reported to the police
- **Losses that are not covered:**
 - Loss of money, personal property (i.e., credit cards, jewelry, cell phones)
 - Loss of school-owned materials (i.e., PTA, school club)
- **Requirements of a loss claim:**
 - Submission of the application within 60 days of the loss
 - Itemization of each lost material, including purchase date and sales receipts of said item(s), if available
- **Exclusions and limits to losses:**
 - Personal losses covered by school, Workers' Compensation or Professional Liability insurance coverages
 - Personal losses covered by the member's insurance will be covered to the limit of their deductible or \$100, whichever is less
 - For uninsured losses, maximum amount collectible is \$100 per person per school year
- **Approval of loss payments**
 - The CEA Board of Governors

Lost Materials Application

(for loss of personal classroom materials/equipment)

1. Name _____
2. Building/unit _____
3. Home phone _____ Mobile phone _____
4. Are you currently a CEA member? yes no
5. Was the loss your own personal classroom materials/equipment and not school-owned property? yes no
Did the loss occur on school property? yes no
6. Loss was due to: (Circle the letter of appropriate response.)
 - A. Fire
 - B. Natural disaster
 - C. Vandalism
 - D. Known theft reported to the policeAttach a copy of the police report or give the police report number:

7. Can your loss be covered by your school, Workers' Compensation, your professional liability policy or your insurance? _____
(Note: Personal losses covered by your own insurance company will be covered to the limit of the deductible or \$100, whichever is less.)
8. Date of loss (Submission of claim must be within 60 days of the loss.) _____
9. Describe the personal classroom materials/equipment lost and give the approximate cost of each:

10. Date of purchase of item(s): _____
(attach sales receipts, if available)

Note: The maximum amount you can collect is \$100 per school year.

Signature: _____ Date: _____

Mail completed application to the CEA office or fax it to (614) 253-0465.

Charities and Community Outreach

To be successful in collecting funds for the charities and organizations supported by CEA, FRs must be able to communicate the attributes that make them worthwhile.

United Way of Central Ohio has set nine ambitious but attainable ten-year Bold Goals for advancing the common good and bringing our community together to achieve them. The Bold Goals focus on the interconnected areas of Education, Income, Health and Home. When they are achieved in 2020, more people in central Ohio will reach their full potential by having a quality education that leads to a productive career, enough income to support a family through retirement, good health and a safe place to live. Supporting United Way helps our students, their families and the communities in which we teach.

I Know I Can is a program designed to encourage all CCS students to consider post-secondary education. The program provides financial-aid advice and last-dollar assistance so that no academically qualified graduate is denied an opportunity for higher education due to lack of information or funding. The dividends from this investment will be evident in the classroom long before the children are ready for college.

The United Negro College Fund (UNCF) helps enable more than 60,000 students each year to attend college. UNCF lives up to the ideal expressed in their universally-recognized motto, "A mind is a terrible thing to waste." Though set up to address funding inequities in education resources for African Americans, the UNCF-administered scholarships are open to all ethnicities.

Operation Feed is strongly supported by CEA. Being hungry in America is something that teachers believe should never happen. By organizing students in an Operation Feed drive, teachers can illustrate the importance of being involved in community projects to prevent such situations.

Reach Out and Read Community Book Drive is held in conjunction with Nationwide Children's Hospital. Teachers donate new books that will be distributed through the Nationwide Children's Hospital Close-to-Home Centers. Putting books into the hands of children promotes literacy in our community. CEA is a proud participant and sponsor of this event.

Making Strides Against Breast Cancer is the American Cancer Society's (ACS) premier event to raise awareness and funds to fight breast cancer. ACS saves lives every day by increasing awareness of essential early screenings and wellness strategies, helping people get well both physically and mentally and supporting research that develops new treatments and continually searching for cures for breast cancer. CEA is a proud participant and flagship sponsor of this event.

Notwithstanding the value of each of these programs, CEA believes that support of this package of programs provides teachers in Columbus with enormous credibility. At the polls, such credibility can translate into support for Association positions on various educational issues, including school levies and contracts.

Sick Leave Bank

The Sick Leave Bank was negotiated to provide CEA members with an extension of ten days sick leave coverage. All full-time teachers wanting to be members of the Sick Leave Bank must make a one-time donation of two days during the annual open enrollment period (Sept. 1–30). If you do not donate days to the Sick Leave Bank during the open enrollment period in September, you will not be eligible to withdraw days. All hourly employees wanting to be members of the Sick Leave Bank must donate the equivalent number of approved daily working hours. Though these days will be deducted from your sick leave accrual, they will not be counted against you as actual sick leave days.

The following contractual guidelines apply to the Sick Leave Bank:

- If you retire or leave the district, you will receive your two days back providing you do not owe any sick leave days.
- If you leave the district owing the bank days, you must reimburse the district for the remaining amount due which may be deducted from your final paycheck.
- If participation drops below ten percent of the eligible employees, the Sick Leave Bank will cease to exist. Any days deposited to the Sick Leave Bank will be repaid to the participating employees unless the balance is less than one day per employee. If it is less than one day, the balance will be given to the Catastrophic Sick Leave Bank.
- The Sick Leave Bank form can be found on the Columbus City Schools Intranet. For more information, call the CCS Payroll Department at 365-6400.

A Joint CEA/CCS Sick Leave Committee approves the disbursement of sick leave from the Sick Leave Bank.

Catastrophic Sick Leave Donations

A member of the bargaining unit who has exhausted all accumulated paid leave as a result of a catastrophic illness or injury of a temporary nature may be granted additional sick leave days through the donation of accumulated unused sick leave by other bargaining unit members who volunteer to give days. The term “catastrophic illness or injury” shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. Examples of a catastrophic diagnosis include, but are not limited to, the following:

- Accident resulting in multiple fractures or amputation of a limb
- AIDS
- ALS (amyotrophic lateral sclerosis)
- Cancer
- Cerebral palsy, muscular dystrophy
- Condition causing paralysis
- Hemophilia
- Mental illness (requiring hospitalization)
- Rare disease
- Severe burn involving over 20 percent of the body
- Severe head injury requiring hospitalization
- Spinal cord injury
- Stroke or cerebrovascular accident
- Cardiovascular procedure

The Catastrophic Sick Leave Committee is a joint committee consisting members from CEA and the administration. A request for catastrophic illness/injury sick leave donations needs a two-thirds (2/3) vote of the entire committee. Applications for catastrophic illness/injury sick leave donations must be jointly submitted to the Director of Human Resources Administration. Applications will include, but not be limited to, the following information:

1. Nature of illness/injury
2. Physician’s statement as to the condition and the need for sick leave
3. Projected date of return to duty
4. Explanation of previous sick leave usage
5. Any other pertinent information that applicant can submit to the committee for its consideration

The person requesting Catastrophic Leave shall be informed of the committee’s decision in writing within three (3) days of the meeting. The decision of the committee shall be final. The bargaining unit will assume the responsibility for solicitation of donations for approved bargaining unit members, subject to procedures established by the joint committee. Bargaining unit members may donate any amount of their unused sick leave to the affected member. A maximum of 45 days may be granted to the applicant. If additional sick leave donations beyond the 45 days maximum is needed, the bargaining unit member must reapply for consideration by the committee. One renewal will be considered by the committee.

To donate days, fill out the CCS Report of Employee Absence form, write the number of days donated, check “Other,” check “SL Donation.” On the “comment line,” write “Catastrophic Sick Leave donation” for “_____” (write name); or, you can simply donate to the bank for anyone’s use. Sign and date the form. Send the completed form to the Payroll Office at CEC.

Joint Committees

Curriculum Quality Control Council (CQCC)

The Curriculum Quality Control Council reviews curriculum development in the Columbus City Schools. The CQCC is comprised of administrators, teachers, principals and community representatives. It provides quality control and ensures the inclusion of all state standards in CCS curriculum and programs. Schools interested in adding new courses or programs need to apply through this committee.

Forms and procedures are available through the CCS website.

Local Professional Development Committee (LPDC)

The Local Professional Development Committee (LPDC) is a joint CCS/CEA committee and is subject to the Ohio Revised Code. Its main responsibilities are as follows:

- Develop LPDC's standards and policies
- Suggest development of Individual Professional Development Plans (IPDPs)
- Review and approve IPDPs
- Approve CEU applications for both CCS and non-district providers
- Approve individual professional development activities for CEU credit
- Authorize certificate and license renewals

All teachers who do not hold a Permanent Teaching Certificate must maintain an IPDP. Information about LPDC procedures and forms is located on the CCS website.

PAR Panel

The Peer Assistance and Review (PAR) Program is governed by the PAR Panel. It is composed of four teachers appointed by the Columbus Education Association President and three administrators appointed by the Superintendent of Columbus City Schools. The PAR Panel manages and establishes all operational procedures and develops all forms and documents related to the PAR Program.

Features of the PAR Panel

- Administers the PAR Program
- Consists of seven members: four teachers and three administrators
- Selects PAR Consulting Teachers
- Meets with PAR Consulting Teachers periodically to receive reports
- Evaluates requests for intervention
- Makes employment recommendations based on PAR Consulting Teachers' reports
- Oversees training of PAR Consulting Teachers
- Alternates position of chairperson yearly between administration and CEA
- Evaluates the PAR Consulting Teachers
- Determines policies and procedures that govern the program

Contact CEA President Rhonda Johnson with questions regarding the PAR Program.

Reform Panel

The Reform Panel is a joint CCS/CEA committee that facilitates the implementation of the following:

- Initiatives directed at the improvement of teaching and learning in the district
- Requests from the Association Building Council (ABC) for variances from contract or Board policies and/or instructional and curricular recommendations that may be made by committees created by the Reform Panel

Requests to the Reform Panel require the following:

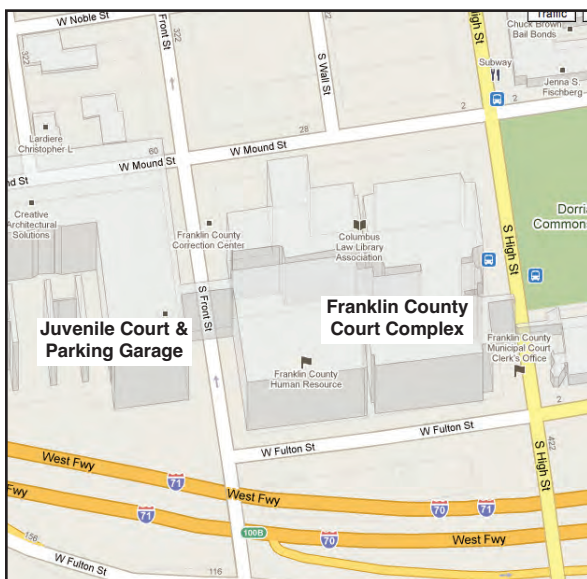
- A secret ballot vote of the faculty
- The support of at least two-thirds (2/3) of the teaching staff
- Verification of the vote by the Senior Faculty Representative

Contact Joyce Hackett at 365-5010 or email her at jhackett@columbus.k12.oh.us to obtain a Reform Panel Variance Request form or to request further information.

Maps

Directions

To Juvenile Court



Juvenile Court and Parking Garage

The Intake Desk is on the ground level on the corner of E. Mound and S. Front (373 S. Front Street). This is where you file charges and attend preliminary hearings, as well as informal conferences.

The Court Complex

The NE corner of E. Mound and S. High Streets is the Franklin County Courthouse (373 S. High Street, 5th Floor) and the SE corner is the Municipal Courthouse (375 S. High Street).

Trials are held here. To find the juvenile courtrooms, park at Building #1 and use the walkway over Front Street to 375 S. High Street. Find the airport-style security gate by the elevators and proceed to the 5th floor.

The above map is provided for teachers who intend to drive themselves to file charges against a student. If you would like a CEA representative to take you, call CEA at 253-4731 to make arrangements.

To OEA, STRS and CEC



Ohio Education Association (OEA)

225 E. Broad Street, Columbus, OH 43215

This is also where the OEA attorneys have their offices.

State Teacher's Retirement System

275 E. Broad Street, Columbus, OH 43215

STRS is where you would go if you were planning to retire or needed information about your retirement benefits.

Fifth Street Annex

74 S. Fifth Street, Columbus, OH 43215

This is where the Board's Communications & Public Information Offices.

Columbus Education Center (CEC)

270 E. State Street, Columbus, OH 43215

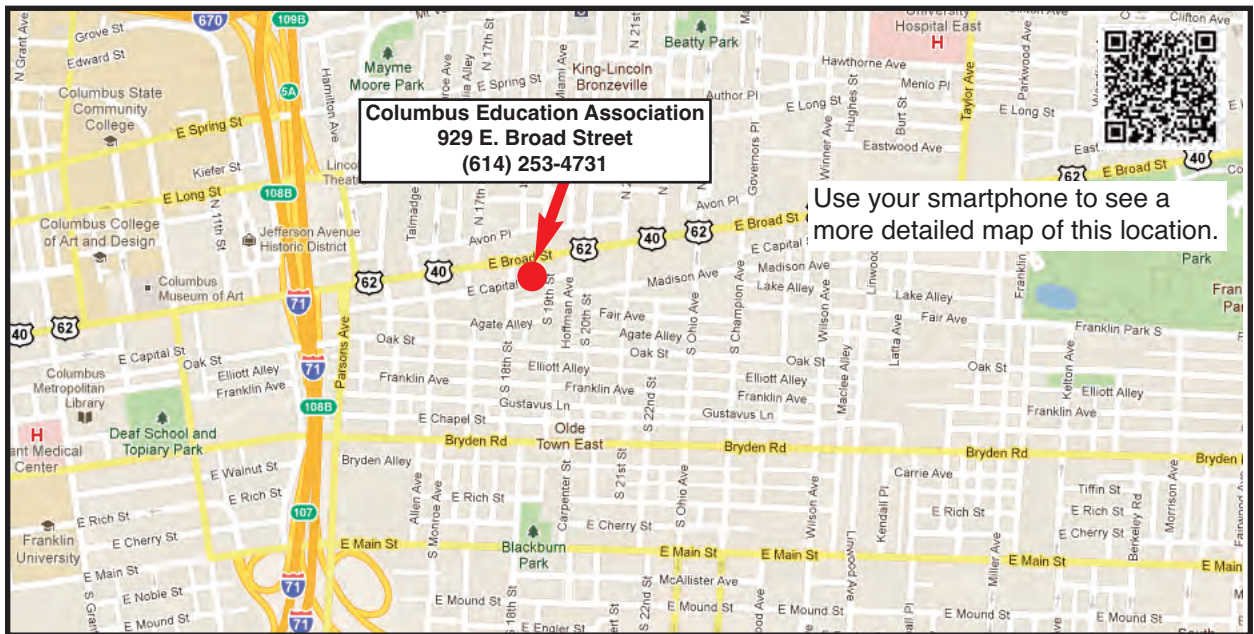
This building houses the main administration offices. The offices of the Superintendent, as well as Human Resources, Treasurer, Employee Relations and Business and Operations are found here. Board meetings are held on the lower level.

Sixth Street Annex

61 S. Sixth Street, Columbus, OH 43215

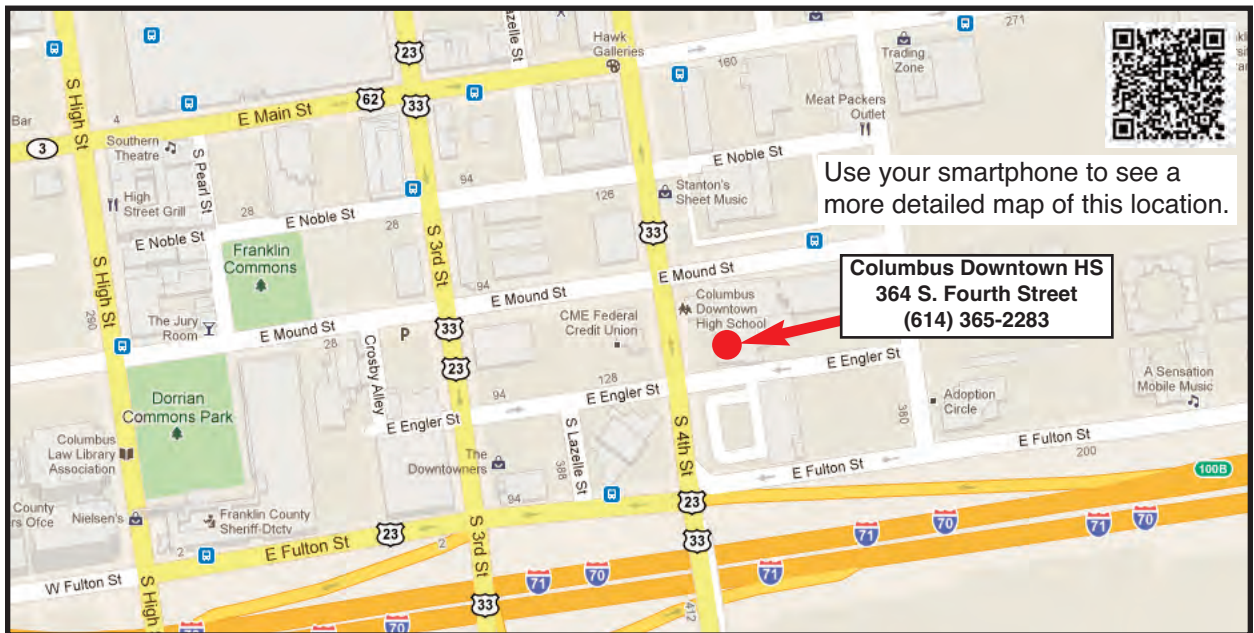
This building houses the offices of Pupil Personnel and Health Services.

Directions



The CEA Office

The **Columbus Education Association** office is located at 929 E. Broad Street, Columbus, OH 43205. We are the second building east of 18th Avenue on the south side of East Broad Street. After 4 p.m., parking is not permitted in front of the building. You may park in the lot in back of the building. The entry is marked by a maroon-colored awning on the east side of the building.



Columbus Downtown High School

The **Columbus Downtown HS (364 S. Fourth Street)** is located at the corner of Fourth Street and Mound Street. Parking is on the south side of the building. Legislative Assembly meetings are generally held in the commons.

Abridged Version of the CEA Master Agreement

The Abridged Version of the CEA Master Agreement

Please read the statement below before reading and/or referencing this document:

This document represents CEA's attempt to make the *CEA Master Agreement* more user-friendly by explaining and elaborating on frequently-used sections in easier-to-understand language. This document does not replace the *CEA Master Agreement*, which is a legally-binding contract.

This document should never be referenced or cited on a grievance form or in any proceedings related to the grievance process.

Chapter 100

The first chapter of the *Master Agreement* outlines the rights and responsibilities of the School Board, the Superintendent and the CEA.

The CEA has won the following rights:

- The CEA is the only union that can negotiate contracts for Columbus teachers, accompany a teacher(s) in a disciplinary hearing or represent a teacher(s) during the grievance process.
- The CEA has the right to be informed of any significant changes in the district that affect teachers before the changes are made.
- Representatives of the CEA will meet with the Superintendent and other administrators once a month.
- The CEA must approve all new administrative forms for teachers and all changes to existing administrative forms for teachers.
- The CEA president (and others sent by the CEA president) may visit schools. CEA must tell the principal they are in the building and use common sense in not disrupting the school day.
- The Board must make payroll deductions for CEA dues and fees. The Board is prohibited from making payroll deductions for any other union or organization representing teachers.
- Teachers can have other payroll deductions including deductions for:
 - ◆ Credit unions
 - ◆ TBS
 - ◆ UNCF
 - ◆ OTTA
 - ◆ United Way
 - ◆ Annuities
 - ◆ Flexible spending accounts
 - ◆ Government savings bonds
- There must be a CEA bulletin board in each school. This bulletin board must be in the general area of the teachers' mailboxes. This bulletin board should be clearly identified as "The CEA Bulletin Board" with the name of the CEA Representative responsible for the bulletin board clearly visible. All items related to CEA business can be posted on this bulletin board, except political and campaign materials. The only exception to this rule is that you can post campaign materials for CEA internal elections.
- CEA FRs and Governors may use school equipment for CEA meetings, etc. with permission of the principal.

- FRs and Governors can work on CEA business in their buildings before and after the student school day. They may also leave the building at the end of the student day to attend CEA meetings and work on legitimate CEA business, as long as they tell their principals where they are going, and it does not interfere with school duties and responsibilities.
- To compensate the Senior FRs in each elementary, middle and high school for the time they spend on CEA business, they will not be assigned duties during their duty periods.

The CEA has agreed to accept the following responsibilities:

- The CEA must represent all teachers, even if they are not members of the CEA.
- Columbus teachers cannot strike or in any way participate in a work stoppage until after the *Master Agreement* has expired.
- The CEA must distribute and collect the payroll deduction forms for charitable deductions, specifically United Negro College Fund and United Way.

Articles 110 and 111: Grievance Procedure and Arbitration

Article 110, Grievance Procedure, is a very important article in Chapter 100. There are many technicalities and timelines that must be met when filing a grievance. **Be sure to call the CEA office for guidance in filing a formal grievance.**

Teachers may file a grievance only when they believe their principal or supervisor has violated the *Master Agreement*. Disagreeing with the principal is not a sufficient reason to file a grievance. A teacher must be able to cite a specific section of the *Master Agreement* that has been violated to file a grievance. Other ways to address types of disagreements that do not directly violate language in the *Master Agreement* include ABC meetings or conferences with the principals.

Following is a brief outline of the steps in the grievance process:

Informal Step

Teachers should always try to resolve problems with their principals and supervisors before filing a formal grievance. Talk to your principal about your concern and point out the section of the *Master Agreement* you believe has been violated. You can only grieve the actions of an administrator, not the actions of other teachers. The best way to resolve a problem is at the building or program level; however, if the violation is not resolved to your satisfaction, proceed to Step 1. Remember, the time clock on the violation starts ticking when the violation occurs. You have only ten (10) school days after the violation to file the formal grievance at Step 1.

Step 1

Within ten (10) days of the violation, fill out a grievance form with the assistance of a CEA staff consultant and give it to the building principal or program supervisor. If several teachers are submitting the grievance, all teachers should be named on the grievance form.

The principal or program supervisor must schedule a Step 1 grievance meeting within the next four (4) school days. A CEA representative may attend this Step 1 grievance meeting, even if the teacher filing the grievance does not request or want the representative present. Outcomes of grievances can affect every teacher in the district. The CEA has a right to be present at all grievance meetings and hearings to protect all teachers at all times.

The principal or program supervisor must give the grievant a response, written on the grievance form, within four (4) school days after the grievance meeting. If you are satisfied with this response, stop here; if not, proceed to Step 2.

Step 2

Indicate on the grievance form that you are not satisfied with the Step 1 response and return it to the principal or program supervisor within four (4) school days. The principal will then have two (2) school days to send the grievance to the superintendent.

The central office administrator who handles grievances for the superintendent will schedule a Step 2 hearing within ten (10) school days. Both the teacher, as the grievant, and the CEA will receive notice of this hearing. Again, CEA may attend, even if the grievant does not make such a request.

The superintendent or the administrator who conducts the Step 2 hearing will give you a decision, in writing and on the grievance form, within five (5) school days. If the teacher and CEA are both satisfied with this response, the process ends here. If the teacher is not satisfied, proceed to seek arbitration of the grievance. The Association can file a grievance on behalf of an individual or a group of teachers.

It is important to note that if CEA believes the contract has been violated, it may file a grievance without consent of the teachers involved.

Arbitration

The CEA makes the final decision about whether or not a grievance will go to arbitration. Once an arbitration hearing is held and an arbitrator gives a decision, that decision is binding on all teachers and administrators in the district. Therefore, CEA must weigh the possible benefits of winning an arbitration hearing against the possible harm of losing an arbitration hearing.

If a teacher's grievance gets to this step and is being considered for arbitration, CEA staff will work closely with the teacher involved keeping the teacher informed of the status of the grievance.

Article 112: Agency Fee

Columbus teachers have two options regarding affiliation with the CEA:

Option 1: Enroll and become a CEA member. CEA members fully participate in all elections and activities of the CEA. Dues are determined annually and deducted from the paycheck according to the payroll deduction schedule.

Option 2: Decide not to become a member of CEA. Teachers who do not join the CEA will pay an agency fee deducted from their paychecks according to the payroll deduction schedule. They will be entitled to CEA representation at grievance and disciplinary hearings; however, they may not hold office or vote in CEA internal elections. There is a rebate procedure, required by law, through which some portion of the agency fee may be refunded.

Chapter 200

This chapter deals primarily with the day-to-day operation of a school.

(201) Academic Freedom: Teachers are guaranteed academic freedom in their classrooms and the right to support political causes outside their classrooms in their roles as teachers. However, the concept of academic freedom has become complicated by state and federal curriculum and testing requirements. Additionally, the Board and administration have the right to direct certain aspects of what occurs in a classroom. The CEA examines each case about possible infringement of academic freedom on an individual basis. It is clear that an administrator who changes a student's grade must notify the teacher who gave the grade. If the grade is the final grade for the course, the administrator must also initial and date the change.

(202) Association Building Council (ABC): ABCs are key elements in the Board's (Administration) and CEA's attempts to work collaboratively on an increasing number of issues related to increasing stu-

dent academic achievement and improving the operation of the school system.

- The ABC makes PAR referrals for experienced teachers in need of assistance in fulfilling their professional responsibilities. A flow chart delineating the PAR referral process and the necessary forms is included in the *CEA Faculty Representative Notebook*.
- One elected ABC member, along with the Senior Faculty Representative, serves on the building-level interview/section panel for selecting teachers for the school.
- Elected ABC members and the Senior Faculty Representative automatically serve on the shared decision-making cabinet, if the school has one. This group may request variances from the Reform Panel.
- The ABC advises the principal in matters such as lunch schedules for elementary schools, expenditures of profits from vending machines and other school fundraisers, as well as discipline procedures.

There are rules about forming an ABC.

- The ABC must be organized within the first month of school. The Senior Faculty Representative should take the initiative to get the ABC established, but any teacher can step forward and get the ball rolling.
- The ABC in small schools (not more than thirty (30) teachers) consists of:
 - The senior faculty representative
 - Two teachers elected by secret ballot of the teachers and
 - Two teachers appointed by the principal
- The ABC in larger schools (more than thirty (30) teachers) can be larger, if either the Senior Faculty Representative or the principal so desires. For every additional twenty (20) teachers, there may be one (1) elected and one (1) appointed teacher added to the ABC.
- ABC operating procedures:
 - Elect a chairperson at the first ABC meeting.
 - The chairperson, in consultation with the principal, prepares the agenda prior to each meeting.
 - The chairperson keeps the minutes of the meeting and distributes them to the teachers after each meeting. (Check 202.04 for timelines about minutes)
 - ABC meetings are open to the professional staff (teachers and administrators), unless the majority of the ABC votes to have an executive session. Matters related to PAR referrals should always be done in executive sessions.
 - Any professional can place an item on the ABC agenda and speak to that item at the meeting.

(203) High School Department Chairs: Teachers in each department meet and nominate candidates for department chairs prior to June 1 of each school year. The names of the nominees are submitted to the principal, who makes the final selections.

(204) Length of the School Day: School days move and change like the wind. There are, however, guidelines that must be followed. The most important one to watch is that the teacher day for all teachers in school buildings must be exactly seven (7) hours, which includes lunch and prep time. This seven (7) hours is from the time you are required to be at school until the time you are permitted to leave school. (There are a few exceptions to the seven (7) hour day; i.e., required staff meetings.) Every seven (7) hour work day must include at least thirty (30) minutes for lunch and planning time.

(205) Building Staff Meetings: The maximum numbers of staff meetings you are required to attend are as follows:

- **Two regular staff meetings per month**, not to exceed the workday by more than 45 minutes. For

example, if your workday ends at 3:30 p.m., the staff meeting must be over by 4:15 p.m. Regular staff meetings are normally scheduled on Mondays.

- **Additional meetings or longer meetings**, if the staff votes, by secret ballot, to require attendance at such meetings.
- **Emergency meetings** for true emergencies.

The principal, in consultation with the ABC, may have additional meetings with voluntary attendance.

(206) Teaching Environment: To maximize instructional preparation and delivery time, the CEA has won the following rights for teachers:

- Teachers may use school equipment, such as copying machines, computers, etc.
- Classroom interruptions by the PA system should be minimal with regular school announcements limited to the start and end of the student school day.
- Each school must have a faculty lounge. Staff can have kitchen equipment for their use and maintained by them.
- There must be a phone available for teachers' use.
- Elementary teachers permanently moved on or after the day before the first student attendance day get one school day without students to make the move.

(207) Parental and Public Classroom Visitations: These visits are welcomed and encouraged. The guidelines in Article 207 are designed to insure the safety of everyone and to protect instructional time. Read them and follow them carefully to make the visitation pleasurable and productive for all parties involved.

(208) Classroom Atmosphere and Discipline Policies:

- **Building Discipline Plan:** All matters related to discipline policies and procedures are best described in *The Guide to Positive Student Behavior*. At the building level, the principal, in consultation with the ABC, must establish a discipline plan for all forms of discipline to be in place by the first student attendance day of the school year. If this does not occur, teachers may grieve this negligence at Step 2 of the grievance process. If the principal is new to the building and does not have a discipline plan in place, teachers must bring this failure to his or her attention in writing. The principal then has ten (10) calendar days to develop a building discipline plan before a Step 2 grievance is filed.
- **Removal of a Student from Class or Extracurricular Activities:** Teachers may remove a student from class or from an activity by completing the Removal from a Curricular or Extracurricular Activity form (sample on page 209 of the *CEA Master Agreement 2009–2011*).
- Teachers receiving students transferred for disciplinary reasons shall be so notified.
- Students who intentionally inflict bodily injury on teachers shall generally be expelled from school. Students have due process rights which must be followed. Teachers must follow agreed-upon reporting procedures to notify Human Resources that such an injury has occurred.
- Except for unusual circumstances, a student shall not receive more than one disciplinary transfer per school year.

(209) Co-Curricular Activities and Extra Duties: The section clearly delineates the kinds of extra duties a teacher may be required to perform. Extra duties are often clerical in nature and can infringe on instructional time. Here are the rules:

- Teachers may volunteer to sponsor school clubs, teams, etc. outside the school day but may not be required to do so.
- Principals must seek volunteers to supervise school events which occur outside the school day. If there are not sufficient volunteers, teachers may be assigned to supervise up to five such events per school year. Such assignments must be rotated among the entire teaching staff.
- Teachers who receive students from absent teachers (no sub available) are paid according to formu-

las based on the hourly supplemental rate for teachers. These formulas vary according to circumstance and grade level and can be found in Section 209.04 of the *Master Agreement*.

- School pictures, tickets, candy, insurance, etc. should be processed by instructional assistants or community volunteers, when possible.
- A half-time instructional assistant is provided to each school to reduce the amount of non-instructional duties required of teachers.

(210) Teacher-Parent Conference and Reports to Parents: All requirements regarding parent-conference days and grade cards are included in this section of the Master Agreement. All forms related to grade reporting have been mutually agreed upon and should not be changed unless processed through the Reform Panel.

Chapter 300

While the last chapter dealt with the general structure of the school day, this chapter concentrates on what happens within that school day, primarily with class size and class load. These vary according to level, type of class, and needs of students. Following is an attempt to bring it all together in one chart. Please note that special education classes have their own class size limits and are not included in this chart. Mainstreamed special education students are counted according to the percent of time they spend in the regular classroom.

| Grade | Average Class Size | Maximum Class Size | Class Load | Maximum Total # Students | Compliance Date |
|------------------------|--------------------|----------------------------------|------------|--------------------------|-----------------|
| K-3 & 1-5 | 25 per teacher | 29 & 30* | n/a | 29 & 30 | Oct. 1 |
| MS academic classes | 30 per class | 35* | 5/day | 150* | Oct. 1 |
| HS academic classes | 28 per class | 36* | 5/day | 150* | Oct. 1 |
| MS/HS activity classes | n/a | Not to exceed # student stations | 5/day | n/a | Oct. 1 |

The administration must make a concerted effort to meet the class-size restrictions within the first 18 school days of the school year; however, they must meet them by October 1 unless they determine, through investigation, that it is not feasible to do so. In these rare cases, a teacher may request a written explanation about why the reduction did not occur by Oct. 1. CEA will then review this explanation and decide if a class-size grievance should be filed.

*If both the teacher and principal agree, these numbers may be exceeded as an alternative to reorganization. A teacher should never feel pressured into agreeing to exceed these numbers.

Other requirements of the school day:

- Number of Preparations for HS Academic Teachers: HS administrators shall make a concerted effort to limit preparations to three or fewer
- Planning/Preparation Time
 - Elementary teachers: 45 minutes per day, generally before and after the student day, but within the 7-hour teacher work day
 - HS and MS teachers: One period per day
 - Breaks: K-5 teachers have one 10- to 15-minute break per day scheduled approximately

mid-morning or mid-afternoon.

- Recess: Elementary staffs determine, through written ballot, whether to have one (1) or two (2) 15-minute recesses per day. Recess takes place midmorning or midafternoon, not adjacent to the beginning, lunchtime, or end of the school day, unless the school votes to do so. Once determined by a building, there is no reconsideration unless called for by the ABC or principal.

Other matters related to specialized programs:

- IEP Appeals: 305.01 outlines the process for a teacher to follow to appeal the decision of an IEP team.
- IEP Preparation: All elementary, middle and high school special education teachers will have one released day per school year to complete IEPs and will be paid four (4) hours at the supplemental hourly rate for IEP-related activities outside the work day.
- Foreign Language: French, Spanish, German, and Latin must appear on all HS course selection sheets.
- Elementary Art, Vocal Music and PE: There are several guidelines regarding these programs:
 - ♦ Regular classroom teachers do not have to be present while their students receive these services.
 - ♦ Art, Music ad PE teachers will provide grades to regular classroom teachers.
 - ♦ The requirements for these programs are on the following chart:

| Grade | Art | Vocal Music | Physical Education |
|-------|-------------------------|--------------|--------------------|
| K | 30 min./week for 1 sem. | 30 min./week | 30 min./week |
| 1 | 60 min./week for 1 sem. | 40 min./week | 30 min./week |
| 2 | 60 min./week for 1 sem. | 40 min./week | 30 min./week |
| 3 | 60 min./week | 40 min./week | 30 min./week |
| 4 | 60 min./week | 40 min./week | 40 min./week |
| 5 | 60 min./week for 1 sem. | 40 min./week | 40 min./week |

Chapter 400

The 2012–2013 school year will serve as a transition year for the implementation of the new Ohio Teacher Evaluation System.

Teacher Evaluations

There are two types of teacher evaluations—regular evaluations and special evaluations.

Regular evaluations: Columbus teachers are evaluated according to the following schedule determined by years of continuous service in the district:

Year 1 You will be evaluated through the PAR program. There will be an interim evaluation and a final evaluation. Additionally, your administrator will complete a PAR Evaluation–Principal’s Summary that will also be considered by the PAR panel.

Years 2, 3, 4, 5...Your administrator will complete one (1) written evaluation.

Years 7, 9, 11...Your administrator will complete one (1) written evaluation.

The following are several requirements for a regular evaluation that are often misunderstood. Consult Article 401 for all the evaluation requirements.

- Every teacher has just one (1) evaluator. If a teacher works for more than one administrator or supervisor, just one of them must be designated as the evaluator.

- A pre-evaluation conference may occur if either the teacher or administrator requests one.
- There are two (2) kinds of observations—announced (pre-arranged) and unannounced. As a minimum, the administrator can conduct one announced observation. As a maximum, the administrator can conduct three (3) announced and three unannounced observations. The number of unannounced observations cannot exceed the number of announced observations.
 - Examples of correct combinations of observations:
 - One (1) announced
 - One (1) announced and one unannounced
 - Three (3) announced
 - Three (3) announced and one unannounced
 - Three (3) announced and three unannounced
 - Examples of incorrect (and grievable) combinations of observations:
 - One (1) unannounced
 - One (1) announced and two unannounced
 - Two (2) announced and three unannounced
- The administrator may take notes during an observation, but may not use any type of pre-made form or document, except the approved evaluation form.
- Conferences related to the regular evaluation process shall include the administrator and teacher only. There is no CEA representation in these conferences.
- Teachers are to be rated as S (successful) or U (unsuccessful) for each category on the evaluation form. Ratings such as S+, S-, or U+ are not permitted.

Special Evaluations: An administrator performs a Special Evaluation when he or she believes a teacher's performance is seriously deficient. If an administrator begins the special evaluation process, it is likely that nonrenewal or termination of the teacher's contract is being seriously considered. If this occurs, the teacher will receive a Notice of Special Evaluation form from the administrator. The teacher should contact the CEA office immediately. Teachers are entitled to CEA representation at all conferences related to the Special Evaluation process.

Chapter 400 also discusses the two types of teaching contracts—a limited contract and a continuing contract. Limited contracts are generally one-year contracts that expire at the end of a school year. If the Board decides to “non-renew” a one-year contract (not give the teacher another contract for the next school year) for performance-related reasons, they must notify the teacher in writing by June 1 that the teacher will not get a new contract for the next school year. The administration must complete a Special Notice Evaluation prior to recommending nonrenewal of a teacher's contract with the Board.

Eligibility for a continuing contract is based on a combination of years of service and certification/licensure. The Ohio Department of Education's change from certification to licensure has made this eligibility more difficult to explain because there are different circumstances to consider. Read Section 401.16 of the *Master Agreement* to determine when you will be eligible for a continuing contract. A continuing contract is a good thing to work for. It provides another level of protection under the law and gives the teacher preferred status when it comes to layoffs.

Every teacher has one, and only one, personnel file. In Columbus, that personnel file is maintained by the Human Resources Department in the Board of Education Building. Building principals may keep working files in their buildings, but those files are not personnel records and should never follow teachers when they change building/program assignments. Important points to remember about a personnel record include:

- Copies of teacher evaluations are kept in the teacher's personnel record.
- When teachers are disciplined for unprofessional performance or behavior, they may receive a for-

mal letter of warning or letter of reprimand that will be placed in their personnel file. Teachers are entitled to have a CEA representative present at any meeting with administrators that may result in this type of discipline.

- No negative comments, letters, etc. may be placed in the teacher's personnel record without the teacher's knowledge and signature. The teacher's signature does not mean agreement with what has been written, it just means the document has been seen by the teacher. A teacher always has the right to respond, in writing, to any such notation. The teacher's response will be attached to the document and placed in the personnel record.
- A teacher can request, in writing, that a negative notation be removed from a personnel record after two years of improved behavior in the area of concern. This does not mean the request will be granted.

As you can see, the *Master Agreement* provides the appropriate procedures to discipline teachers when it is necessary to do so. Administrators must be able to show "just cause" for this kind of discipline. That means they must be able to demonstrate that the action taken against the teacher is based on fact, is reasonable as related to the teacher's behavior and was handled properly. Likewise, the *Master Agreement* prohibits administrators from inappropriately disciplining teachers. Administrators may not verbally abuse teachers. They also must avoid criticizing teachers in front of parents or students.

Chapter 500 and Chapter 600

These two chapters are a compilation of items related to specific programs and groups of teachers. They include provisions for:

- The conduction of the annual CEA building survey
- Instructional Materials Centers in every elementary school
- Continued operation of existing alternative schools unless enrollment drops below 75 percent of capacity
- Textbook selection committees
- Procedures for all joint committees (equal numbers of members appointed by the administration and CEA)
- Professional development
- The employment and use of instructional assistants
- Guideline for volunteers
- An ABC for school nurses
- Placing one school nurse in charge of orientation of new nurses
- Work space in schools for school social workers
- Half-time kindergarten teachers accessing full-time jobs

Chapter 700

In this chapter you will find everything related to leaves of all kinds-including unwanted leaves, like layoffs. Remember to consult the *Master Agreement* for the specific procedures that must be followed to request any one type of leave; none of those procedures are included in this document. Additionally, the following information is for full-time contract teachers. Teachers employed with less than full-time contracts accrue and use leaves in different increments.

Sick Leave—Paid

Sick leave is paid leave. If everything is working right, all of your sick leave should be accrued and deducted automatically. However, it is not unusual for errors to occur. So make it a practice to look at leave balances on every pay stub and verify the information.

The general rules for accruing sick leave are:

- Teachers earn 15 total days of sick leave per school year.
- Teachers receive these 15 days in increments: 1.5 days on the second payday of each month from September through June. (10 months x 1.5 days per month = 15 days)
- Sick leave accumulates from year to year. There is no limit to the number of days you can accumulate.
- New teachers are credited with five (5) days sick leave on the first day of paid employment. These five (5) days are part of the 15 days total that new teachers accumulate during their first year of employment.
- If teachers have unused sick leave from another Ohio public service or public school district, left within the last ten (10) years, it is their responsibility to transfer that sick leave to Columbus.
- Unused sick leave from prior work in Columbus will automatically be reinstated.

You may use sick leave for:

- Personal illness, injury or disability due to pregnancy
- Exposure to contagious disease which could spread to others
- Adoption in the USA (maximum of 20 consecutive school days*)
- Adoption in another country (maximum of 30 consecutive school days*)
- Illness or injury of a member of the immediate family (see 701.02(B) to see who is included in immediate family)
 - ♦ If this exceeds three (3) consecutive days, the teacher must submit a doctor's statement that includes the nature of the illness and the need for absence from work.
- Death of a member of the immediate family (Refer to 701.02(C) to see who is included in the immediate family; it is different from in the preceding bullet.)
- Maximum of five consecutive school days*

***Here is an example of five consecutive school days. Do not count the days in italics.**

- T, W, R, F, *S*, *SU*, M

Assault Leave—Paid

Teachers physically assaulted and injured while performing assigned duties may be eligible for up to 40 school days of assault leave. If assault leave is approved, these first 40 school days of absence shall not be deducted from sick leave. To get approved, the teacher must:

- Notify a building administrator or other appropriate administrator as soon as possible.
- Complete a regular sick leave form and attach a doctor's statement that describes the nature and duration of the injury and why it is necessary to be absent from work and submit it to Human Resources. (This statement may be reviewed by the Board physician.)
- If use of assault leave is disputed, a joint committee of CEA and administration will make the final decision.

Religious Leave—Paid

Teachers may use up to three days religious leave per school year if, and only if, the request meets all of the following requirements:

- The day(s) is a religious holiday identified by a duly-constituted religious body;
- That religious body has determined that no work should be performed on that day to properly observe the holiday;
- The employee is an active member of this religious body; and
- The request is made at least five school days before the holiday.

Personal Leave—Paid

Each teacher receives two (2) personal days per school year. (Teachers hired after January 1 will receive just one (1) personal leave day for that school year. Teachers hired after April 30 will not receive any per-

sonal leave for that school year.) Personal leave is accumulated without limit. Again, teachers need to check their personal leave balance on each pay stub.

Teachers may use personal leave for anything but:

- Gainful employment or any activity that produces income. Examples: holding a garage sale, paid speaking or consulting deals, working another job
- Any activity connected with a strike

Jury Duty Leave—Paid

A teacher summoned to jury duty may request all days needed to accept this duty as paid days that are not deducted from any other leave. The teacher will have to submit proof of jury service and give the money received for jury duty to the school district.

CEA Leave—Paid

CEA has a pool of 215 days per school year to use by members of CEA to work on union business.

Professional Leave—Paid

Teachers may apply to a joint committee of administrators and CEA-appointed members for days off work with pay to attend professional meetings, functions, etc. There is \$200,000 per school year to fund this type of leave for teachers.

Sabbatical Leave—Some Compensation

The Board may grant up to 15 sabbatical leaves per school year for graduate study, travel, writing, or research. If a teacher receives a sabbatical leave, he or she will be paid the difference between the actual salary at the time of the sabbatical and the minimum salary paid to a new teacher with a bachelor's degree.

Ill Health Leave—Unpaid

There are provisions for unpaid leave for a teacher's ill health. Teachers generally use this provision when they run out of sick leave and are not well enough to return to work. Teachers must follow the procedures in Section 702.01 to apply to use this type of unpaid leave. Teachers cannot just let sick leave run out and take no action. This could jeopardize a teaching position. Leaves of this type, if granted, are for the remainder of the semester, the remainder of the school year or a full school year. There are also provisions for renewing this leave, if necessary.

Maternity/Paternity/Adoptive Leave—Unpaid

This leave is available for teachers anticipating the birth or adoption of a child to the family. Read Section 707.02 for the timelines that must be met to request this type of leave.

Other Leaves—Unpaid

There are other types of leave available to teachers. Each type of leave has timelines and reporting procedures. These unpaid leaves are:

- Exchange teaching
- Professional study or travel
- Military leave
- Special leaves to accommodate needs of the school district
- Special leaves without publicly-stated reasons
- National service leave (i.e., Peace Corps)

Please refer to the *CEA Master Agreement* for specific contract language in Chapters 800–1600 and Memoranda of Agreement. Call CEA at 253-4731 if you have questions.

CEA Constitution & Bylaws

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**'REVISED CONSTITUTION OF THE
COLUMBUS EDUCATION ASSOCIATION, October 2011**

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**ARTICLE I
NAME**

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Section 1. Name - The name of this organization shall be Columbus Education Association, Incorporated, but it may also operate as the "Columbus Education Association," and may be hereafter referred to in this document as "the Association" or "this Association."

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**ARTICLE II
PURPOSE**

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Section 2. Purpose - It shall be the purpose of this Association to advance the educational and civic interests of the community, to raise the standard of the education profession, to cultivate a spirit of cooperation and unity among its members, to promote the mutual professional and material interests of the members, to form a representative body to speak with authority, and to create in the community at large a deeper sense of worth of the education profession and of the importance of the interests which it represents.

**ARTICLE III
MEMBERSHIP**

Section 1. Classes of Membership - Membership shall consist of active members and such other classes as may be provided in the Bylaws.

Section 2. Membership Eligibility, Provisions and Limitations

- a. Membership, as provided in the Bylaws, shall be open to all persons actively engaged in the profession of teaching or in other educational work, and retired members of the bargaining unit.
- b. Members shall adhere to the Code of Ethics of the Education Profession as stated in the Bylaws.
- c. The Association shall not deny membership to individuals on the basis of age, ancestry, sex, race, color, creed, religion, sexual orientation, gender identity or expression, marital status, familial status, national origin, residence, disability, military status, economic status or degree of association activity, nor shall any organization which so denies membership be affiliated with the Association.

43 **Section 3. Rights and Limitations**

44

45 a. The right to vote and hold elective office shall be limited to active members,
46 except as may be provided elsewhere in the Constitution and Bylaws.

47

48 b. All active members shall be eligible for Association services, assistance in the
49 protection of professional and civil rights, and the receiving of reports and
50 publications of the Association as determined by the Board of Governors.

51

52 **Section 4. Revocation and Reinstatement of Membership**

53

54 According to procedures adopted by the Legislative Assembly, the Board of
55 Governors may suspend from membership, or expel from membership, any individual
56 who has violated the ethics of the education profession or has been convicted of a
57 crime involving moral turpitude; and may reinstate an individual who has previously
58 been suspended or expelled from the Association.

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**ARTICLE IV
OFFICERS**

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The officers of the Association shall be the President and Vice President, as elected, the Treasurer, and the Secretary all of whom shall be active members of the Association.

ARTICLE V – LEGISLATIVE ASSEMBLY

Section 1. Composition

The Legislative Assembly shall include the elected officers of the Association, the members of the Board of Governors, and the Faculty Representatives from each constituent.

Section 2. Authority

The Legislative Assembly shall be the policy-making body of the Association. It shall establish priority goals, short-term goals, and continuing goals for the Association. It shall receive and act upon reports and recommendations of committees, resolutions and other policy statements.

Section 3. Powers

The Legislative Assembly shall have power to determine its form of organization and its rules of procedure, subject to the limitations expressed in this Constitution. It shall adopt Bylaws governing the conduct of its own meetings, the removal and replacement of its own members, the dues structure of the Association, the procedures relating to suspension, expulsion and reinstatement of members of the Association, and shall provide for proportional representation voting upon such terms and conditions as the Assembly deems conducive to the orderly conduct of its business. It shall be the

87 final judge of the qualifications and election of officers. Powers not otherwise delegated
88 in this Constitution shall be vested in the Legislative Assembly.

89

90 **Section 4. Delegation of Power**

91 The Legislative Assembly may, from time to time, delegate portions of its
92 responsibilities to the Board of Governors; but, in such event, the Board of Governors
93 shall, at least annually or upon request of the Legislative Assembly, report its activities
94 in the delegated area to the Legislative Assembly. In the event of emergency, as
95 determined by a vote of two-thirds of the Board of Governors, the Board of Governors
96 may act in areas that are reserved to the Legislative Assembly under this Constitution;
97 but, in such event, any action taken shall be reported to the Legislative Assembly at its
98 next meeting.

99

100 **Section 5. Financial Responsibility**

101 The Legislative Assembly shall receive and act upon the budget of the
102 Association and shall receive a copy of the audit of the Association books, which shall
103 be prepared annually by a certified public accountant.

104

105 **Section 6. Quorum**

106 A quorum for the Legislative Assembly shall consist of fifty (50) duly constituted
107 members of the Legislative Assembly.

108

109 **ARTICLE VI**
110 **BOARD OF GOVERNORS**

111

112 **Section 1. Composition**

113 There shall be a Board of Governors composed of the elected officers of the
114 Association, the Immediate Past President, one representative elected from each
115 geographical District of the Association and one from the City-Wide Units District as
116 defined in this Constitution, and such At-Large Governors as have been elected to
117 provide: minority representation; adequate representation from elementary, middle, and
118 high school classroom teaching areas; and representatives elected from the classified
119 board employees who will serve until a representation election among such employees
120 takes place.

121

122 **Section 2. Term of Office**

123 The members of the Board of Governors representing Districts shall be elected
124 by the members of the Association employed within the District. The City-wide Units
125 Governor shall be elected by the units as defined in this Constitution. The term of office
126 of each elected member of the Board of Governors shall be three (3) years, beginning
127 on August 1, following the Governor's election. There shall be no limitation in the
128 number of terms of service on the Board of Governors for which a member may be
129 eligible.

130

131 **Section 3. Powers**

132 The Board of Governors shall function as the executive arm of the Association,
133 shall be responsible for the development and execution of programs of the Association
134 and the implementation of policies determined by the Legislative Assembly. The Board
135 of Governors shall manage the affairs of the Association, subject to this Constitution,
136 shall be vested with title to all property of the Association; shall make provisions for
137 maintaining the office of the Secretary and the Treasurer; and, where eligible, shall be
138 automatic delegates to the NEA, OEA and Capital Representative Assemblies.
139

140 **Section 4. Financial Responsibilities**

141 The Board of Governors shall be responsible for the financial affairs of the
142 Association and shall invest power to the President and the Treasurer to negotiate loans
143 for the Association, not to exceed two hundred thousand dollars (\$200,000) with any
144 financial institution; shall approve all expenditures; shall have the authority to reallocate
145 budgetary items within the approved budget of the Association; shall provide for
146 adequate bonding of all persons handling Association funds; shall attend to the
147 preparation of the budget and shall forward it to the Legislative Assembly for approval.
148

149 **Section 5. Meetings**

150 The Board of Governors shall meet at least monthly; and special meetings may
151 be called by the President, the Secretary or Treasurer, or any four (4) members of the
152 Board.
153

154 **ARTICLE VII**
155 **FACULTY COUNCIL**

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157 **Section 1. Faculty Council**

158 There should be an active Faculty Council in each constituent unit. A minimum of
159 one meeting of the council per month during the school year is recommended.
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161 **ARTICLE VIII**
162 **NOMINATIONS, ELECTIONS, REMOVALS AND VACANCIES**

163
164 **Section 1. Faculty Representatives**

- 165
- 166 a. Each constituent unit shall elect a Faculty Representative and Alternate for
167 each twenty- (20) unit members or fraction thereof for a two-year term, which
168 representation shall be increased but not decreased with membership
169 enrollment changes during such a two-year term. The election of all Faculty
170 Representatives shall be held in the spring of odd-numbered years. Each
171 school shall have at least one Faculty Representative and Alternate. In units
172 with more than one Faculty Representative, the Senior Faculty
173 Representative shall serve on the Association Building Council as provided in
174 the Agreement with the Columbus Board of Education.
175
 - 176 b. All Faculty Representatives shall be elected by secret ballot. The election
177 shall be conducted by the Faculty Council in each unit, except that no person

178 seeking the position of Faculty Representative shall participate in the
179 conduction of the election. The newly-elected Faculty Representatives and
180 Alternates shall be certified to the Secretary of the Association on forms
181 provided by the Secretary no later than thirty (30) days after the beginning of
182 the school year, and shall take office immediately.
183

184 c. In the event of a vacancy in the position of Faculty Representative, the Senior
185 Alternate, if any, shall become the Faculty Representative. If no Alternate
186 exists, or there is no Senior Alternate, an election shall be conducted by the
187 remaining Faculty Representatives, if any, or where no Faculty
188 Representatives exist, by an Association member appointed by the District
189 Governor. The Faculty Council shall assist in such elections and shall certify
190 the results to the Secretary of the Association in the same manner as in
191 regular elections. Where no Faculty Council exists, the District Governor shall
192 appoint two additional Association members to assist the above-mentioned
193 appointee in conducting the election for Faculty Representative and for the
194 Faculty Council members.
195

196 d. A Faculty Representative may be removed from office under any of the
197 following conditions:
198

199 1. By a three-fourths vote of the membership in the Faculty
200 Representative's unit;
201

202 2. By the District Governor, if the Faculty Representative has missed
203 more than two meetings of the Legislative Assembly and/or of the
204 District without being represented by a duly elected alternate;
205

206 3. By temporary action of the President of the Association during times of
207 emergency. This temporary action will only continue for the duration of
208 the emergency crisis.
209

210 **Section 2. Board of Governors**

211
212 a. Nominations for positions on the Board of Governors shall be accomplished
213 by the filing with the Secretary of a Declaration of Candidacy, signed by the
214 individual candidate on a form approved by the Board of Governors,
215 indicating the candidate's willingness to assume the obligations and
216 responsibilities of the position. Declarations of Candidacy shall be filed with
217 the Secretary of the Association on or before the date established by the
218 Elections Committee in any year in which an election for this office is to take
219 place. If no Declarations of Candidacy for Governor from a particular district
220 or districts are filed within the prescribed time, the Board of Governors shall,

- 221 during the month of May, select the member of the Board for the district or
222 districts to serve for the term in question.
223
- 224 b. If more than one Declaration of Candidacy is filed with the Secretary, the
225 Secretary shall conduct and complete, before May 1, a ballot among the
226 members of the district. To be elected, a candidate must receive a majority of
227 the votes cast, the Secretary shall conduct a run-off election between the two
228 candidates receiving the highest number of votes; and, in such run-off
229 election, the candidate receiving the highest number of votes shall be elected.
230 Rules for conducting such elections shall be prescribed by the Board of
231 Governors, and the ballots cast shall be canvassed by the Secretary and a
232 committee appointed by the President. All such elections shall be certified by
233 the Secretary to the Board of Governors at its next regular meeting, and those
234 elected shall assume office on the first day of August following the election.
235
- 236 c. All members of the Board of Governors must have been members of this
237 Association for at least two years immediately preceding their election or
238 appointment; and the District Representatives must, at the time of election, be
239 employed in the District they seek to represent.
240
- 241 d. Until a representation election for classified board employees takes place, this
242 group will elect from its ranks one governor for every two-hundred-fifty (250)
243 members, or fraction thereof.
244

245 **Section 3. President, Vice-President**
246

- 247 a. The regular terms of office for the President and Vice-President shall begin
248 on June 1 in the year of their election. Any qualified active member shall be
249 eligible to run for the offices of President or Vice-President. Candidates for
250 President and Vice-President must have been active members of the
251 Association for two years immediately preceding the election.
252
- 253 b. Nominations for the offices of President and Vice-President shall be
254 accomplished by the filing with the Secretary of a Declaration of Candidacy,
255 signed by the individual candidate on a form approved by the Board of
256 Governors, indicating the candidate's willingness to assume the obligations
257 and responsibilities of the office. Declarations of Candidacy shall be filed with
258 the Secretary of the Association on or before the date established by the
259 Elections Committee in any year in which an election for these offices is to
260 take place. If no Declaration of Candidacy for a particular office is filed within
261 the prescribed time, the Board of Governors shall, within 30 days, nominate
262 two candidates for the office or offices involved.
263

264 c. If more than one Declaration of Candidacy for a particular office is filed with
265 the Secretary or if the candidates have been nominated by the Board of
266 Governors, the Secretary shall conduct and complete before May 1, a ballot
267 among the members of the Association. To be elected, a candidate must
268 receive a majority of the votes cast. If no candidate receives a majority of the
269 votes cast, the Secretary shall conduct a run-off election between the two
270 candidates receiving the highest number of votes, and in such run-off
271 election, the candidate receiving the highest number of votes shall be elected.
272 Rules for conducting such elections shall be prescribed by the Board of
273 Governors; and the ballots cast shall be canvassed by the Secretary and a
274 committee appointed by the President. All such elections shall be certified by
275 the Secretary to the Board of Governors at its next regular meeting.
276

277 **Section 4. Removal**

278 By a three-fourths vote of its full membership, the Board of Governors may
279 remove an officer or a member of the Board of Governors, thereby creating a vacancy.
280 The officer or member affected may appeal to the Legislative Assembly under the
281 Bylaws to be adopted by the Assembly.
282

283 **Section 5. Recall**

284 The Legislative Assembly, in the Bylaws, may adopt rules and regulations
285 pertaining to the recall of officers and members of the Board of Governors.
286

287 **Section 6. Vacancies**

288 Any vacancy occurring in the office of the Vice-President, in the position of a
289 District Governor, where there is at least twelve months remaining in the term, shall be
290 filled by a special election conducted in accordance with Bylaws of the Board of
291 Governors relating to Declarations of Candidacy and Elections. If less than twelve
292 months remain in the term of Vice-President or Treasurer, the Board of Governors may
293 fill the vacancy. If less than twelve months remain in the term of a District Governor, the
294 Faculty Representatives from the District or Units involved shall elect a person to fill the
295 vacancy. When representation on the Board of Governors of minorities or elementary,
296 middle or high school classroom teaching areas falls below the levels prescribed in the
297 Bylaws of the Legislative Assembly, the vacancy will be filled by a special election
298 conducted in accordance with the Bylaws of the Legislative Assembly. The Board of
299 Governors shall appoint the person or persons so elected to serve any time remaining
300 between the date of the election and August 1. The date of the election may make the
301 person or persons so elected and appointed ineligible to be automatic delegates to the
302 NEA, OEA and Capital District Representative Assemblies until after August 1.
303

304 **ARTICLE IX** 305 **COMMITTEES** 306

307 **Section 1. Standing and Special Committees**

308 The Legislative Assembly, in the Bylaws, may designate such standing
309 committees of the Association as it may deem proper. The Legislative Assembly and/or

310 the Board of Governors may at any time appoint special committees to consider matters
311 that are not within the realm of a standing committee.

312

313 **Section 2. Appointment of Members**

314 All committee persons shall serve at the discretion of the President of the
315 Association with the approval of the Board of Governors.

316

317 **Section 3. Minority Representative**

318 All committees of the Association shall include at least twenty-five percent (25%)
319 ethnic minority representation.

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ARTICLE X

322

REFERENDA, INITIATIVE AND MEMBERSHIP MEETINGS

323

324 **Section 1. Initiative Petition**

325 Upon receipt by the Secretary of a petition signed by at least five percent (5%) of
326 the active members, setting forth a resolution with respect to the affairs of this
327 Association or seeking to repeal action taken by the Legislative Assembly or Board of
328 Governors, there shall be conducted a ballot among the members of the Association
329 with respect to the question within thirty (30) school days after receipt of such petition.
330 Prior to balloting, specifics of proposed referenda or initiatives will be reported to
331 members of the Association through an official publication. Rules for conducting such
332 balloting shall be prescribed by resolution of the Board of Governors. A majority of the
333 votes cast shall determine the result of such balloting, which result shall be binding
334 upon the Association and shall promptly be reported to the members of the Association
335 through an official publication.

336

337 **Section 2. Referenda**

338 The Legislative Assembly or the Board of Governors may refer and submit to the
339 members of this Association, by ballot, defined questions affecting the policy, ethics or
340 recommendations of this Association, which in the opinion of the Legislative Assembly
341 or Board of Governors are of immediate, practical consequence to the teaching
342 profession or the public. Rules for conducting such balloting shall be prescribed by
343 resolution of the Board of Governors. A majority of the votes cast shall determine the
344 result of such balloting, which result shall be binding upon the Association and shall
345 promptly be reported to the members of the Association and shall promptly be reported
346 to the members of the Association through an official publication.

347

348 **Section 3. Membership Meeting**

349 A meeting of the members may be called by the President with the approval of
350 the Board of Governors or the Legislative Assembly to discuss and/or vote on any policy
351 question or action involving the members of this Association. Notice of such a meeting
352 must be made public at least 24 hours in advance of the meeting. Procedures for such a
353 meeting shall be prescribed by the Board of Governors.

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**ARTICLE XI
AFFILIATIONS**

Section 1. Affiliations

The Association shall affiliate with the National Education Association, the Ohio Education Association, the Capital District and such other organizations as the Legislative Assembly shall determine. Every member of the bargaining unit shall pay the dues required by the national, state and district associations.

**ARTICLE XII
INTERPRETATIONS**

Section 1. Interpretations

In the event of a question being raised by a member of the Legislative Assembly or by the Presiding Officer at the Legislative Assembly meeting as to the proper interpretation of a provision or provisions of the Constitution, such question may be resolved by a majority of the quorum present at the meeting of the Legislative Assembly, and the resulting interpretation shall be binding upon the Association until such ambiguity is removed from the Constitution as provided in Article XIII.

Section 2. Parliamentary Authority

Robert’s Rules of Order (Revised) shall be the parliamentary authority for the Association on all questions relating to procedure not covered by the Constitution, the Bylaws of the Legislative Assembly or the Bylaws of the Board of Governors.

**ARTICLE XIII
AMENDMENTS**

Section 1. Amendments

This Constitution may be amended in any of the following manners:

- a. At the first meeting of the Legislative Assembly in each calendar year, any member of the Legislative Assembly may introduce an amendment or amendments, provided that she or he furnished copies of the proposed amendments for immediate distribution to the members of the Assembly. The proposed amendment or amendments will automatically be placed on the agenda.
- b. With the consent of two-thirds (2/3) of the members of the Legislative Assembly, any member of the Legislative Assembly may submit an amendment or amendments at any, except the June, meeting of the Assembly, provided that she or he furnish copies of the proposed amendments for immediate distribution to the members of the Assembly.
- c. If ten percent (10%) of the active members of the Association sign a petition containing the text of a proposed amendment or proposed amendments and

402 file it with the Secretary, the Secretary shall introduce the proposed
403 amendments at the next meeting of the Legislative Assembly and shall
404 furnish sufficient copies of the proposal for immediate distribution to the
405 members of the Assembly.
406

407 **Section 2. Procedures**

408 Following the introduction of any proposed amendment or amendments, such
409 proposals shall automatically be referred to the committee charged with the
410 responsibility of reviewing the Constitution, which shall report the proposal, together
411 with its recommendations, to the next regular meeting of the Legislative Assembly. At
412 that meeting, the proposed amendment shall be voted upon, and if it is approved by a
413 two-thirds (2/3) majority of those voting, it shall be adopted.
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COLUMBUS EDUCATION ASSOCIATION BYLAWS OF THE LEGISLATIVE ASSEMBLY

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1. LEGISLATIVE ASSEMBLY

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1-1. Schedule of Meeting

The Legislative Assembly shall meet in conjunction with the fall membership workshop of the Faculty Representatives and set a schedule of meetings for the year.

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1-2. Special Meetings

Special meetings may be called by the President, the Vice President, the Secretary or Treasurer or any fifteen (15) members of the Assembly provided; however, notice of any special meeting and its purpose shall be given to all members of the Assembly at least forty-eight (48) hours in advance of the meeting.

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1-3. Cancellation of Meetings

Regular or special meetings of the Legislative Assembly may be cancelled or rescheduled by the President, or by the Vice-President in the President's absence, if emergency conditions such as Acts of God, civil insurrection, or war exist. In any case in which a meeting is cancelled or rescheduled, as provided above, members of the Legislative Assembly shall receive prompt written notification of the reasons for the action and the date of the rescheduled meeting, if any.

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1-4. Delegates

Delegate status shall be available only to those Faculty Representatives and Alternate Faculty Representatives who are duly elected and certified in writing to the secretary. The secretary shall prepare registration credentials for each duly elected Faculty Representative and Alternate Faculty Representative. An Alternate Faculty Representative, duly elected and certified, may be seated in place of an absent Faculty Representative.

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1-5. Agenda

The President and secretary shall prepare an agenda for each regular meeting provided; however, any member of the Assembly may place an item on the agenda for a regular meeting by notifying the secretary, in writing, at least nine (9) days prior to the meeting. The secretary, at least seven (7) days before each regular meeting, shall forward to each member of the Assembly a copy of the agenda, together with whatever supporting reports and documents the secretary feels are required. An item of business that is not on the agenda of a regular meeting, or noted in the call of a special meeting, may be added to the agenda and voted on, provided a simple majority of the Assembly votes in favor of such an addition.

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1-6. Proportional Representation Vote

Any member of the assembly may request that a proportional representation vote be taken on any main motion before the Assembly as long as such request is made prior to the closing of debate on the main motion. When a proportional representation vote is taken, each Faculty Representative shall cast as many votes as there are members in his/her unit. Under a proportional representation vote, members of the Legislative Assembly who are not Faculty Representatives shall only be entitled to one vote. In buildings where there is more than one Building Representative, the senior Building Representative shall cast the proportional representation vote.

1-7. Parliamentarian

The President shall have the right to name a parliamentarian, acceptable to the Assembly, to assist the President in the conduct of the meetings provided that such parliamentarian is not a member of the Legislative Assembly.

1-8. Limitation on Debate

No person shall, without the consent of two-thirds (2/3) of the members present, be entitled to speak more than twice or for more than a total of ten (10) minutes on any issue before the Assembly, excepting that the member who initiates the discussion of the issue shall be entitled to open and close the discussion, and excepting that nothing herein contained shall be construed to apply to reports presented by committees.

1-9. Voting Procedures

Voting on all matters shall be by voice vote unless the presiding officer is in doubt concerning the result, or a division of the house is requested by any member, in either of which events a rising vote shall be taken.

1-10. Order of Business

The suggested order of business at all regular meetings of the Legislative Assembly shall be the following:

- 1) Roll call by registration
- 2) Approval of agenda
- 3) Report of President and staff
- 4) Action on minutes of previous meeting
- 5) Old business carried forward from a preceding meeting
- 6) Reports of committees
- 7) New business (area caucuses may be called at any time during the meeting)

538 **2. DISCIPLINING OF MEMBERS**

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540 **2-1. Procedures for Disciplining**

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555 **3. REMOVAL OF OFFICER OR MEMBER OF BOARD OF GOVERNORS**

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557 **3-1. Procedures for Removal**

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563 **4. MEMBERSHIP**

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565 **4-1. Classes**

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When a complaint against a member of the Association is brought to the attention of any officer, such complaint shall be referred to the Board of Governors, who shall investigate the complaint and afford an opportunity to the individual to appear before such Committee. The Committee shall then make its recommendation to the Legislative Assembly. If such recommendation is for suspension or revocation, the matter will be considered at the next meeting of the Legislative Assembly and the individual shall be afforded the opportunity to appear before the Assembly to present his or her position. By a majority vote, the Legislative Assembly may reprimand, suspend for a definite period of time, suspend indefinitely or revoke the membership of the individual involved. In any case, where membership has been indefinitely suspended or revoked, the individual may, at any time, apply to the Legislative Assembly for reinstatement and, upon a majority vote, be reinstated to membership.

When an officer or member of the Board of Governors is removed from office, the individual may appeal to the Legislative Assembly. By a majority vote, the Legislative Assembly may reinstate such officer or member of the Board of Governors.

There shall be eight (8) classifications of membership: Active, Active Members on Leave of Absence for Association Purposes, Retired, Corporate, Half-day, Tutor, Classified Staff and part-time employees scheduled for more than twelve (12) hours each week employed by the Columbus Board of Education.

- a. Active membership shall be open to all members of the professional staff employed by the Columbus Board of Education, exclusive of professional personnel not on the teachers' salary schedule and having the responsibility to direct the activities of other professional personnel and the authority to hire, transfer, assign, promote, discharge or discipline other professional personnel or to responsibly recommend such action, provided such eligible members of the professional staff agree to abide by the Code of Ethics of the Education Profession as referred to in these Bylaws, pay the dues stipulated in these Bylaws, and maintain membership in the United Education Profession. Active membership shall be continuous until the

- 583 member leaves the school system, resigns from the Association or is
584 suspended or expelled from membership.
- 585
- 586 b. Active Members on Leave of Absence for Association Purposes;
587 membership shall be open to any person who is on leave at the
588 request of the Association.
- 589
- 590 c. Retired membership shall be open to any officially retired member of
591 the bargaining unit who has held active membership in the Association
592 for at least one (1) year. Retired Life membership shall be available to
593 active and retired members and shall entitle the member for life to
594 those rights and privileges of a retired member as may be determined
595 by the Constitution and Bylaws.
- 596
- 597 d. Corporate membership shall be open to any corporation which
598 supports the goals and principles of the Association, subject to
599 approval by the Board of Governors.
- 600
- 601 e. Members of the professional staff otherwise eligible for active
602 membership as set forth in (a) above, but who are employed for one-
603 half day shall be eligible for active membership by paying the dues
604 stipulated in these Bylaws.
- 605
- 606 f. Tutor membership shall be open to any person who is hired by the
607 Board of Education as a tutor.
- 608
- 609 g. Any person hired by the Board of Education in a classified capacity
610 shall be eligible for membership by paying the dues stipulated in these
611 Bylaws. Upon attainment of bargaining rights, the classified employees
612 shall have their own constitution, officers and bargaining unit.
- 613
- 614 h. Annual dues for part-time employees scheduled for more than twelve
615 (12) hours each week and requiring licensure shall be one quarter (1/4)
616 dues, rounded to the nearest dollar.

617

618 **4-2. Annual Dues**

619

- 620 a. Annual dues for Active members shall be 4 mills (004) of the B.A. base
621 classroom teacher's salary for the current year, rounded upward to the
622 nearest ten cents (\$.10). Payment of dues by any person hired by the
623 Board of Education after November 1 will be made in equal payments
624 according to the Board date of hire. Such dues shall be consistent with
625 pay plan A.
- 626

- 627
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629
- b. Annual dues for Active Members on Leave of Absence for Association Purposes shall be the same as active members.
- 630
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632
- c. Annual dues for Retired members shall be ten dollars (\$10) per year. The Retired Life membership fee shall be one hundred dollars (\$100).
- 633
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635
- d. Annual dues for Corporate members shall be one hundred dollars (\$100).
- 636
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640
- e. Annual dues for Half-day members shall be one-half (1/2) the dues established in (a) above, rounded to the nearest dollar. Only those who are contracted to teach half-time and are not paid full-time salaries shall be eligible for this membership.
- 641
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- f. Annual dues for Tutor members, who teach five or fewer hours on a daily basis, shall be the same as the annual dues for Half-day members. Notwithstanding Bylaw 4-3a below and for the membership year only, tutors will have forty-five (45) days after the conclusion of negotiations to pay their membership dues.
- 647
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- g. Annual dues for Classified members shall be one-half (1/2) the dues of Active membership, rounded to the nearest dollar.

650 **4-3. Method of Payment**

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- a. There shall be one method of payment: Payment by payroll deduction as provided in the negotiated Agreement shall be required for all members of the bargaining unit eligible for payroll deduction.
- b. Membership for all newly-hired full-time bargaining unit members will start with the pay period in which they are hired. If they have six (6) pay periods of work, then they have dues deducted for six (6) pay periods. Those who are hired as half-time teachers will pay one-half (1/2) dues.

662 **4-4. Refund of Association Dues**

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- a. After February 1, a member of the bargaining unit who retires or resigns from the school system shall be assessed the entire dues one-hundred (100) percent. If a member of the bargaining unit retires or resigns prior to February 1, that member will be assessed at least half dues. Members must request a refund in writing within fifteen (15) days after their final date of employment according to minutes of the Board of Education.

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- b. If a member of the bargaining unit goes on a leave of absence after the beginning of the school year, the member will be assessed full dues.
 - c. If a member of the bargaining unit dies before the end of the year, the remaining dues will be refunded to his/her legal heir(s).

678 **5. FACULTY COUNCILS**

679 680 **5-1. Composition**

681 The Faculty Council shall consist of a minimum of all Faculty Representatives of
682 the constituent unit plus one (1) member for every ten (10) members or fraction thereof
683 of the constituent unit. The Faculty Representative(s) shall be an ex-officio member of
684 the Council.

685 686 **5-2. Term of Office**

687 The terms of all members of a Faculty Council shall be for two (2) years. The
688 members of the Council shall select their own Chairperson. Elected members of the
689 Faculty Council shall serve for a period of two (2) years beginning October 1, and
690 ending September 30 of the second year, with the exception of the first year, where, as
691 nearly as possible, one half shall be elected for a one-year term and the other half for a
692 two-year term.

693 694 **5-3. Selection Procedures**

695 All active members are eligible to serve on the Faculty Council. The Senior
696 Faculty Representative shall determine the number of teachers to be elected to the
697 Faculty Council under the formula outlined in Section 5-1. The members of the Council
698 shall be elected within each school in such manner as each school shall determine. A
699 ballot to indicate the number to be voted upon and the list of eligible teachers shall be
700 initiated and distributed by the Senior Faculty Representative.

701 702 **5-4. Duties**

703 Members of the Faculty Council shall assist the Faculty Representative(s) in the
704 distribution, collection, and tabulation of ballots and shall conduct elections for faculty
705 representative(s). The Faculty Council shall serve as liaison between aggrieved parties
706 and the principal or other supervisory personnel and shall assist in filing grievances as
707 necessary. The Faculty Council shall not assume the responsibilities of the Board of
708 Governors or the various standing committees in the disposition of grievances which
709 have reached the formal procedures stage.

710 711 **6. CONVENTION DELEGATES**

712 713 **6-1. Convention Delegates**

714 Voting members of the Board of Governors shall be automatic delegates to all
715 conventions, unless prohibited by NEA and/or OEA.
716

717 **7. MINUTES**

718

719 **7-1. Distribution of Minutes**

720 Minutes of the meetings of the Legislative Assembly and the Board of Governors
721 shall be sent to members of the Legislative Assembly within two weeks following such
722 meetings.

723

724 **8. FISCAL AND MEMBERSHIP YEARS**

725

726 **8-1. Fiscal and Membership Years**

727 The fiscal year and the membership year shall be from September 1 through
728 August 31.

729

730 **9. ELECTORAL DISTRICTS**

731

732 **9-1. Number of Electoral Districts**

733 The electoral districts of this Association shall be determined by the Board of
734 Governors. The electoral districts will be as geographically co-extensive as is feasible.

735

736 Two electoral districts will be formed from citywide units composed of members
737 who serve at multiple sites and who elect Faculty Representatives for these various
738 units. The following units are included in this category:

739

740 Elementary Music, Art and Physical Education; Latchkey; Orthopedically
741 Handicapped Therapists; Pupil Personnel; Safety Services; Psychological
742 Services; Speech and Language; Kingswood; Neil Avenue Center; Northgate
743 Center; Nurses; PAR; Librarians; Hudson Center; Seventeenth Avenue;
744 Shepard Center; Tutors and Work Study/VOSE.

745

746 **9-2. Electing City-Wide Status**

747

748 Any group desiring to elect city-wide status will be given the opportunity to
749 distribute and collect cards (declaration of unit status) to persons within their respective
750 service category. These cards will be distributed during an "Open window" period in the
751 month preceding the regular election of faculty representatives. In the year of initiation
752 of this new district, cards will be distributed in May. The Faculty Representative Election
753 will occur in September.

754

755 Groups within the City-Wide district may elect to return to building status by using
756 this same process.

757

758 **9-3. Enabling Provisions**

759

760 All district governors currently serving will complete their current term as follows:
761 1992 – Walnut Ridge, North, Central, South, Northland; 1993 – Whetstone, Marion-
762 Franklin, East and Linden-McKinley; 1994 – Brookhaven, Eastmoor and West. Each of
these Governors will serve in the new district which is comprised of the largest number
of buildings from his/her former district. If buildings from a former district are equal in

763 number in two or more of the realigned districts, the Governor will serve out the term in
764 the district of his-her choice. The election of a new Governor for the new district will
765 occur with the expiration of the term of the Governor whose former district has the
766 largest number of buildings within the newly aligned district.

767

768 The initial candidacy and election period for the City-Wide Units Governor will
769 occur in October and the new Governor will be seated at the first scheduled meeting of
770 the Board of Governors in November.

771

772 **9-4. Creation of New Districts**

773 The Legislative Assembly shall make adjustments in established districts and
774 create new districts as needed adhering to the provisions of Section 10-1.

775

776 **10. AT-LARGE AREAS**

777

778 **10-1. At-Large Areas**

779 The electoral districts of the Association shall be grouped into areas according to
780 the number of At-Large Governors, either minority or classroom. East At-Large
781 Governor shall represent one of these areas. The At-Large Governor(s) shall, in
782 cooperation with the District and City-Wide Governors in each of the assigned areas,
783 insure appropriate involvement and participation of their constituents. The Minority-At-
784 Large Governor(s) shall be responsive to the concerns expressed by the Association's
785 Minority Involvement Committee. The senior Minority At-Large Governor shall serve as
786 liaison to the MIP Committee.

787

788 **11. CODE OF ETHICS**

789

790 **11-1. Code of Ethics**

791 The professional conduct of members of this Association shall be governed by
792 the Code of Ethics of the Education Profession adopted by the National Education
793 Association. (See Appendix)

794

795 **12. OFFICERS**

796

797 **12-1. Terms of Office**

798 The terms of office for the President and Vice-President shall be for two years.

799

800 **12-2. Prohibition**

801 No person shall serve in more than one elective capacity simultaneously.

802

803 **12-3. Duties of the President**

804 The President shall preside at all meetings of the Legislative Assembly and the
805 Board of Governors. All committees and committee chairpersons of the Association
806 shall be appointed by the President with the advice and consent of the Board of
807 Governors. The President shall be an ex-officio member of all committees, the
808 Legislative Assembly, and the Board of Governors with the full right to vote. The

809 President shall coordinate the activities of the Association and perform such duties as
810 are commonly performed by the chief executive of a voluntary organization and such
811 other duties as may be assigned to the office from time to time by the Board of
812 Governors, and/or the Legislative Assembly.

813
814

815 **12-4. Duties of the Vice President**

816 The Vice President shall perform all the duties of the President during the latter's
817 absence or disability and shall succeed to the office of President in the event of the
818 President's death, resignation or removal from office. The Vice President shall be a
819 member of the Legislative Assembly and the Board of Governors, with full right to vote.
820 The Vice President shall perform such other duties as may be assigned to the office
821 from time to time by the Board of Governors or the President.

822
823

824 **12-5. Duties of the Secretary and the Treasurer**

825 The Secretary shall keep a record of the proceedings of the Legislative Assembly
826 and the Board of Governors and perform the usual duties of such office. The Secretary
827 and the Treasurer shall be subject to the directions of the President and Board of
828 Governors of the Association. The Board of Governors, as part of its Bylaws, shall
829 delineate the general duties and responsibilities of the Secretary and the Treasurer. The
830 Treasurer shall collect and, by order of the Board of Governors, disburse all funds of the
831 Association and keep regular accounts which shall at all times be open to the inspection
832 of all members of the Legislative Assembly and the Board of Governors. The Treasurer
833 shall give bond in such sum as shall be set by the Board of Governors and shall perform
834 such other duties as the Board of Governors shall prescribe in its Bylaws.

835
836

836 **13. FACULTY REPRESENTATIVES**

837
838

838 **13-1. Duties of Faculty Representatives**

839 The Faculty Representative(s) will represent the faculty at meetings of the
840 Legislative Assembly and District. It will be the responsibility of the Faculty
841 Representative(s) to communicate Association information at building staff meetings
842 and/or by writing. Further duties include distributing Association materials, handling
843 membership, conducting CEA elections and representing teachers in building-level
844 grievances and other situations delineated in the Master Agreement. The Senior Faculty
845 Representative will serve as a member of the Association Building Council and shall:

846
847

- 847 a. Attend all meetings of the Legislative Assembly;
- 848 b. Attend all District meeting(s);
- 849 c. Report results of all meeting(s) to faculty;
- 850 d. Conduct elections for the organization;
- 851 e. Arrange for representation at meeting(s) if unable to attend;
- 852 f. Enroll new members;
- 853 g. Call CEA building meeting(s), as necessary.

854

855 **13-2. Definition of Senior Faculty Representative**
856 When a unit has more than one Faculty Representative, the Senior Faculty
857 Representative shall be the one with the most continuous service in the position within
858 that unit. When continuous service is tied, the Senior Faculty Representative shall be
859 the Faculty Representative who receives a majority of votes for the position of Senior
860 Faculty Representative.

861
862 **13-3. Rules for Removal**

863 Any Senior Faculty Representative who misses more than two of the above
864 meetings without having been represented by a duly elected Alternate and without
865 having notified the CEA office or the District Governor, may be removed from office
866 automatically and a vacancy shall thereupon arise. Such vacancy shall be filled as
867 provided in the Constitution of the Association.

868
869 **14. COLLECTIVE BARGAINING**

870
871 **14-1. Strike Notice**

872 The Legislative Assembly will meet at least seven (7) days prior to the ten-day
873 strike notice deadline, as defined in the Ohio Revised Code, to determine by vote
874 whether a letter of intent to strike shall be sent to the State Employment Relations
875 Board (SERB) and the Columbus Board of Education.

876
877 **14-2. Ratification Procedure**

878 Whenever a master contract agreement, in principle, has been reached, a
879 referendum shall be held among the active membership to ratify such agreement.

880
881 **14-3. State Employment Relations Board Representation**

882 The Ohio Education Association represents the Association on all matters
883 concerning the Association before the State Employment Relations Board.

884
885 **14-4. Ratifications of Collective Bargaining Agreements**

886 All ratifications of collective bargaining agreements will be conducted within the
887 guidelines for ratification of collective bargaining agreements and fact finder reports as
888 set forth in the OEA Elections Manual.

889
890 **15. BOARD OF GOVERNORS**

891
892 **15.1 Duties of Governors**

893 The Members of the Board of Governors representing Districts shall maintain
894 close contact with the Faculty Representatives in their Districts; shall periodically hold
895 open meetings with their Faculty Representatives and other members in their Districts
896 and units for the purpose of passing along to them current information and seeking their
897 views on matters of importance to the education profession and the Association.

898
899
900 **15-2. Appointment of the Secretary**

901 The Board of Governors, by resolution, shall appoint a Secretary and such
902 Assistant Secretaries as may be necessary. The terms of office of the Secretary and of
903 any Assistant Secretaries shall be fixed by the Board of Governors. The Board of
904 Governors may authorize the use by any compensated officer or employee of such title
905 or titles as may be deemed descriptive of that officer's duties, or some portion thereof.
906

907 **15-3. Minority Representatives**

908 Governors shall be elected at-large to assure that the number of ethnic minority
909 representatives on the Board of Governors reflects the percentage of ethnic minority
910 members of the teacher bargaining unit within the Columbus City Schools. However,
911 enough Governors shall be elected at-large to assure at least a twenty-five percent
912 (25%) ethnic minority representation on the Board of Governors. In the event that the
913 ethnic minority representation on the Board of Governors is less than the required
914 percentage of the total Board of Governors membership, the Board shall conduct an at-
915 large election specifically designed to elect the necessary number of members to
916 maintain the required percentage of ethnic minorities.
917

918 **15-4. Definition of Minority**

919 Ethnic minority shall be defined as those persons designated as ethnic minority
920 by statistics published by the United States Bureau of the Census. This definition shall
921 specifically include Black or African American, Hispanic or Latino, Asian, Native
922 Hawaiian and other Pacific Islanders, Native American and Native Alaskan.
923

924 **15-5. Procedure for Determining Number of Minority Representatives**

925 The percentage figure shall be based upon the current voting membership of the
926 Board of Governors which included the President, Vice-President, Immediate Past
927 President and District Governors.
928

929 **15-6. Classroom Representatives**

930 Governors shall be elected at-large to assure at least three (3) representatives
931 each from elementary, middle and high school classroom teachers. In the event that the
932 classroom representation on the Board of Governors is less than three (3) persons in
933 either elementary, middle or high school, the Board of Governors shall conduct an at-
934 large election specifically designed to elect the necessary number of members from that
935 specific instructional level. The Legislative Assembly shall be the final authority as to
936 whether a member is a classroom teacher at a specific instructional level.
937

938 **15-7. Duties of At-Large Governors**

939 In cooperation with the District Governors and the City-Wide Governor, the
940 Governors At-Large shall maintain close contact with the Faculty Representatives in the
941 districts, shall periodically hold open meetings with Faculty Representatives and other
942 members for the purpose of passing along to them current information and seeking their
943 views on matters of important to the education profession and the Association and shall
944 perform other duties as are prescribed in the Bylaws of the Board of Governors.
945

946 **15.8. Classified Representatives**

947 The representatives elected from the classified board employees will serve on
948 the Board of Governors, in the ratio of one representative for each two-hundred-fifty
949 (250) classified members, until a representation election for classified board employees
950 can take place. At this time, providing the Association is selected to represent the
951 classified board employees, this group will form its own governance board under its own
952 constitution.

953
954 **16. ELECTION RULES**

955
956 **16-1. Declaration of Candidacy**

- 957
- 958 a. The President shall appoint an Elections Committee whose duty it shall be to
959 conduct elections in accordance with the OEA Elections Manual and to resolve
960 all challenges or protests to an election. No nominee for office shall serve
961 concurrently on the Elections Committee.
 - 962
 - 963 b. In all regular elections, as defined by the Constitution, there shall be designated
964 a one-month period for the filing of Declarations of Candidacy; and for one month
965 prior to the commencement of the “one-month filing period,” the Association’s
966 newsletter will publicize such filing period and the offices and/or positions to be
967 filled thereby.
 - 968
 - 969 c. In cases of special elections, as defined by the Constitution, the period for filing
970 Declarations of Candidacy and the scheduling of their publicity shall be
971 established by consensus of the Chairperson of the Election Committee, and the
972 Secretary and President of the Association.
 - 973
 - 974 d. Members of the Board of Governors shall be made aware of the offices and/or
975 positions to be filled by any election in sufficient time to assist prospective
976 candidates in filing for, and campaigning for, such offices and/or positions.
 - 977
 - 978 e. Any declared candidate may have his/her name removed from the ballot by
979 submitting in writing a signed request to withdraw from candidacy, providing such
980 request is filed with the Secretary of the Association fourteen (14) calendar days
981 prior to the day on which such ballots are scheduled to arrive at the voting
982 locations.

983
984 **16-2. Scheduling of Elections**

- 985
- 986 a. Immediately following the date of the deadline for filing Declarations of
987 Candidacy in regular elections, shall begin a formal campaigning period for the
988 candidates. Campaigning will conclude on the day prior to the tallying of ballots.
 - 989
 - 990 b. A period of balloting shall be designated to begin immediately upon the
991 conclusion of the campaigning period and to provide seven to ten calendar days

992 for the purpose of collecting and tabulating members' ballots. Such period shall
993 be calculated exclusive of holidays and days of no school which occur during
994 scheduled breaks or unscheduled closings.
995

996 c. In cases of special elections, as defined by the Constitution, campaigning periods
997 and balloting periods shall be scheduled by consensus of the Chairperson of the
998 Elections Committee and the Secretary and President of the Association, with the
999 advice and consent of the Board of Governors.
1000

1001 d. The Elections Committee shall submit annually a schedule of each year's
1002 elections to the Board of Governors by its first meeting in October.
1003

1004 e. An election for a position is not required if only one candidate has been
1005 nominated for that position.
1006

1007 **16-3. Eligibility to Vote.**
1008

1009 a. Any person who has met the requirements of membership, as an Active member
1010 of the Association, as defined by the Constitution, on or before the concluding
1011 date of the balloting period, shall be eligible to vote in any Association election.
1012

1013 **16-4. Ballots and Voting Procedures**
1014

1015 a. Balloting shall be conducted in a number of decentralized locations, which
1016 number and locations are normally coincidental with the number and locations of
1017 school buildings and/or other sites at which members have been assigned to
1018 work. Allowances of exceptions to the norm will be made by consensus of the
1019 Chairperson of the Elections Committee, and the Secretary and the President of
1020 the Association.
1021

1022 b. In the event that a regular ballot cannot be used by a member who is absent from
1023 his/her workplace on the day(s) of voting (and the Faculty Representative or
1024 designee cannot record that member's vote either in person or by telephone; or,
1025 if the member does not wish to use the offices of the Faculty Representative as a
1026 means of casting his/her ballot), the Association shall provide for use of an
1027 "absentee ballot." The "regular ballot" shall be understood as referring to the
1028 ballot cast by any member, or authorized to be cast by the FR for any member,
1029 and which is recorded in the vote totals on the tally sheet returned to the
1030 Elections Committee along with all the ballots cast and so recorded.
1031

1032 c. The Secretary of the Association, the Elections Committee, the Faculty
1033 Representatives and any other agents of the Association who are involved in the

1034 conduct of elections in any official capacity shall make every effort to honor the
1035 request of a member to cast an “absentee ballot,” while taking every precaution
1036 to prevent “absentee ballots” from duplicating any ballot which has been cast in,
1037 and reported from, a workplace by a Faculty Representative. Members casting
1038 an “absentee ballot” shall be required to certify, on a form to be provided by the
1039 Secretary of the Association, that such “absentee ballots” are not duplications of
1040 other ballots.
1041

1042 d. Ballots shall be composed by the Secretary of the Association and /or designee
1043 in accordance with the wishes of the Elections Committee, which shall be
1044 responsible for the random ordering, by draw, of the names of the candidates as
1045 they shall appear on the ballots.
1046

1047 e. The Faculty Representative(s), or designee(s), shall have full and sole authority
1048 to conduct Association elections within their buildings in accordance with the
1049 Constitution and Bylaws of the Association, the policies of the Board of
1050 Governors and the various rules, regulations and procedures which, from time to
1051 time, may be promulgated by the Elections Committee and the Secretary of the
1052 Association. This authority and responsibility includes, but is not limited to,
1053 contacting absent members in assisting them to exercise their right to cast ballots
1054 and reproducing ballots in those cases in which the Association has not sent a
1055 number of ballots sufficient to provide every member with the opportunity to vote.
1056

1057 f. The Association shall provide days of Association Leave to members of the
1058 Elections Committee to permit their picking up election returns from buildings on
1059 the occasion of the annual, regular, system-wide elections.
1060

1061 **16-5. Tabulation of Ballots and Certification of Results**

1062
1063 a. The Faculty Representative(s), or designee(s), shall make a timely report of the
1064 results of all elections conducted within their buildings or other units. Such
1065 reports shall be made in duplicate on tally sheets provided by the Secretary of
1066 the Association at the time at which ballots are distributed. Both tally sheets shall
1067 be signed by the Faculty Representative(s), or designee(s), and by all others who
1068 have participated in the tabulation of the building’s votes.
1069

1070 b. One of the signed tally sheets will be returned, together with all ballots cast and
1071 recorded thereon, to the Secretary of the Association in the provided designated
1072 envelope, which shall be sealed by the Faculty Representative, or designee, with
1073 his/her signature placed across the seal.
1074

1075 c. The second tally sheet shall be posted by the Faculty Representative, or
1076 designee, on the Association Bulletin Board in that building.

1077

1078 d. The designated sealed envelopes containing ballots and tally sheets shall be
1079 opened by the Elections Committee only, and only when three or more members
1080 of the Elections Committee are present and witness to such opening.
1081

1082 e. Envelopes received unsealed shall be investigated and validated by the
1083 Secretary of the Association, or failing that, shall be considered invalid and
1084 disregarded by the Elections Committee.
1085

1086 f. According to its own procedures, the Elections Committee will certify the validity,
1087 or invalidity, of all the ballots before any of the ballots and/or tally sheets are
1088 tabulated. All questions in controversy shall be decided by a majority vote of
1089 those Elections Committee members present.
1090

1091 g. In accordance with the Constitution, the Elections Committee shall tally the
1092 ballots and/or tally sheets and deliver the results to the Secretary of the
1093 Association who shall certify those results to the Board of Governors, which is
1094 the final authority in the conduct of elections.
1095

1096 h. All ballots (marked, unmarked and voided) and all other records pertaining to the
1097 election of officers and Board of Governors of this Association and OEA and NEA
1098 delegates and alternates shall be preserved for one year from the date the
1099 election was held. Such ballots and other records shall be made available to
1100 OEA officers upon request for inspection and examination.
1101

1102 **16-6. Recounts, Appeals and Final Determination**
1103

1104 a. In the elections of Association officers, the Elections Committee shall
1105 automatically recount the ballots in any election in which the second-place
1106 candidate is within ten (10) votes of a tie with the first-place candidate. There
1107 shall be no automatic recount of votes in elections for delegate status or in
1108 elections for officers in which greater than a ten-vote margin of victory exists.
1109

1110 b. A recount of the ballots may be requested by any candidate or “official observer”
1111 for a candidate. If such a recount results in a change in determination of the
1112 winner of the contested election, no fee shall be charged for conducting the
1113 recount. If, however, such a recount does not result in a change in the
1114 determination of the winner of the election, the candidate who requested the
1115 recount, or in whose behalf the recount was requested, shall be liable for a
1116 recount fee of five dollars (\$5) per committee member involved in the recount.
1117

- 1118 c. Failure by a candidate to pay such a recount fee shall make the candidate
- 1119 ineligible to run for any Association office or delegate position for as long as such
- 1120 fee remains unpaid.
- 1121
- 1122 d. Any request for a recount, or any challenge to a finding or decision of the
- 1123 Elections Committee must be presented to the Chairperson of the Elections
- 1124 Committee and the Secretary of the Association within seven (7) days after the
- 1125 date of the Committee's tabulation of the voting results. The Elections Committee
- 1126 and/or the Secretary of the Association shall respond in writing to such
- 1127 challenge, or schedule such recount within seven (7) days following receipt of
- 1128 such a challenge or request.
- 1129
- 1130 e. Any decision of the Elections Committee or their failure to respond to an appeal
- 1131 may be appealed to the Board of Governors, provided that the procedures in (d)
- 1132 above have been followed by the complainant. Such appeal to the Board of
- 1133 Governors must be made at its next regularly scheduled meeting following
- 1134 receipt of the response by the Elections Committee as required by (d) above.
- 1135
- 1136 f. In accordance with the Constitution, any decision made by the Board of
- 1137 Governors in an election dispute is final and binding at the local level.
- 1138

16-7. Publication of Results

- 1139
- 1140
- 1141 a. The results of all elections for Association office shall be published upon their
- 1142 certification to the Board of Governors by the Secretary of the Association. In the
- 1143 election of delegates, the rank order of candidates and probably delegate status,
- 1144 if known, shall be published within two weeks of determination of the results.
- 1145
- 1146 b. Candidates for election to delegate status shall be provided, upon request, a
- 1147 copy of the voting results showing rank, order and probably delegate status, if
- 1148 known.
- 1149
- 1150 c. The names of those schools whose ballots are not received, not received timely
- 1151 or not received accurately by the Elections Committee shall be published as soon
- 1152 as practicable following the counting of ballots in each election.
- 1153
- 1154 d. The Chairperson of the Elections Committee shall notify the Faculty
- 1155 Representatives of those buildings whose ballots were invalid that their ballots
- 1156 were not counted; and shall provide, within seven (7) days after the election, the
- 1157 reason(s) for which the ballots were disregarded.
- 1158
- 1159
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- 1162 **16-8. Miscellaneous**
1163
1164 a. Candidates may have access to membership rosters by arrangement with the
1165 Membership Committee.
1166
1167 b. In the election of Association officers, candidates may have only one “official
1168 observer” at a time who may be present for, and witness to, all business
1169 conducted by the Elections Committee in the canvassing of ballots. The activities
1170 of such an “official observer” are strictly limited to observation and representation
1171 of the candidate in filing an official challenge to any action(s) of the Elections
1172 Committee, or in making a request for a recount of the ballots.
1173
1174 c. Ballots and tally sheets used in the election of Association officers shall be
1175 purged by the Secretary of the Association and/or the Elections Committee after
1176 the expiration of the period established for the filing of any challenge or appeal to
1177 both the Elections Committee and the Board of Governors, but only after such
1178 period shall have expired.
1179
1180 d. Ballots for delegate status shall be purged by the Secretary of the Association
1181 and/or the Elections Committee following ten (10) days after the conclusion of the
1182 conference, assembly, convention or other meeting for which candidates whose
1183 names appear on such ballots were elected to delegate status, except that, in no
1184 event, shall such ballots be purged earlier than one year following the conduct of
1185 such elections.
1186

1187 **17. DISSOLUTION OF ASSOCIATIONS**
1188

- 1189 **17-1.** A petition for dissolution of the Association may be presented in writing to a
1190 meeting of the general membership by any member in good standing and must contain
1191 the signature of three-fourths (3/4) of the total membership of the Association.
1192
1193 **17-2.** Upon receipt of the petition for dissolution by the total membership, the
1194 Association shall act upon the petition at the next general membership meeting.
1195
1196 **17-3.** The Association shall be considered dissolved if three-fourths (3/4) of the total
1197 membership vote by secret ballot in favor of dissolution.
1198
1199 **17-4.** The effective date of dissolution shall be thirty (30) days from the date of the
1200 vote, thus allowing for the disposal of assets and liabilities.
1201
1202 **17-5.** In the event of dissolution of the Association, all assets of this organization
1203 remaining after payment of all obligations shall be distributed to United Way, provided
1204 that it is an entity recognized as exempt from Federal taxation. In the event that United

1205 Way is not then recognized as tax exempt, such assets shall then pass to I Know I Can,
1206 provided that it is recognized as exempt from Federal taxation. In the event that I Know I
1207 Can is not then recognized as exempt from Federal taxation, such assets shall pass to
1208 the United Negro College Fund provided that United Negro College Fund is recognized
1209 as exempt from Federal taxation.
1210

1211 **18. AMENDMENTS**

1212 **18-1. Amendments**

1213 These Bylaws may be amended by a majority vote of those present at a meeting
1214 of the Legislative Assembly, provided that such amendment was presented and read at
1215 a previous meeting.
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**APPENDIX TO THE BYLAWS
CODE OF ETHICS OF THE EDUCATION PROFESSION
Adopted by 1975 NEA Representative Assembly**

PREAMBLE

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards. The educator recognizes the magnitude of responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct. The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than one specifically designated by the NEA or its affiliates.

**PRINCIPAL I
Commitment to the Student**

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator, therefore, works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding and the thoughtful formulation of worthy goals. In fulfillment of the obligation to the student, the educator:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.

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6. Shall not, on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly:
 - a. Exclude any student from participation in any program;
 - b. Deny benefits to any student;
 - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II
Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator;

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.

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5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background or sexual orientation, unfairly:
 - a. Exclude any student from participation in any program;
 - b. Deny benefits to any student;
 - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not accept any gratuity, gift or favor that might impair or appear to influence professional decisions or actions.

This Code of Ethics of the National Education Association has been officially adopted and incorporated into the Bylaws of the Columbus Education Association.

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COLUMBUS EDUCATION ASSOCIATION

BYLAWS OF THE BOARD OF GOVERNORS

Section 1. Meetings

Regular meetings of the Board of Governors shall be held on the second and fourth Thursday of each month at 4:30 p.m., except that during the months of June, July and August, only one meeting shall be held each month. The time or date of any meeting of the Board of Governors may be changed by majority vote of the Board of Governors. The duration of the regularly scheduled Board of Governors' meetings shall not exceed three hours and special meetings shall not exceed one hour in length, unless extended by vote of two-thirds (2/3) of those present.

Special meetings may be called by the President, the Secretary, Treasurer or any four members of the Board, provided, however, notice of any special meeting and its purpose shall be given to all available members of the Board in advance of the meeting.

Any scheduled meeting of the Board of Governors that is held on the same day as a Legislative Assembly shall not exceed one and one-half (1 ½) hours in length.

Section 2. Agenda

The President and Secretary shall prepare an agenda for each regular meeting, and the Secretary shall furnish a copy of it to each member of the Board at least five (5) days in advance of the regular scheduled meeting; provided, however, any member of the Board may bring up any matter under "New Business."

Section 3. Order of Business

The order of business at all regular meetings of the Board shall be the following:

1. Call to Order
2. Roll Call
3. Action on Minutes of Previous Meeting
4. Treasurer's Report
5. Public Participation
6. Reading of Communications
7. Report of the President and Vice President
8. Old Business
9. New Business
10. Report of Professional Staff
11. District Reports
12. Committee Reports
13. Adjournment

1423 **Section 4. Vacancies**

1424 A vacancy shall arise in the position of any member of the Board if such member
1425 ceases to be a member of the Association.

1426

1427 If any District Governor fails to hold a minimum of seven (7) district meetings in
1428 the school year or fails to attend, or have a substitute present for any two (2) district
1429 meetings, such failure shall constitute grounds for removal from office.

1430

1431 If any member of the Board misses three (3) consecutive regular meetings of the
1432 Board without having been excused by the President, such failure shall constitute
1433 grounds for removal from office.

1434

1435 No vacancy shall arise in the position of any member of the Board of Governors
1436 due to a transfer from a district that originally elected the member, so long as the above
1437 conditions and those conditions of the Constitution are met. The local Faculty
1438 Representatives may, by a three fourths (3/4) vote of the District Faculty
1439 Representatives, terminate their transferred District Governor's term if they feel the
1440 Governor is not fulfilling the duties of a District Governor.

1441

1442 Districts created by the annexation of schools to the Columbus City School
1443 District (see Constitution, Article VII, Section 1) shall be entitled to representation on the
1444 Board of Governors under this section, and shall have such representative elected or
1445 appointed in accordance with the provisions of the Constitution, Article XI, Section 6.
1446 The term "Association" in Article XI, Section 2, of the Constitution shall be interpreted to
1447 include the local association in existence in the newly-annexed district prior to that
1448 area's annexation, except where an individual shall have been ineligible for
1449 membership.

1450

1451 **Section 5. Duties of District Governors**

1452 In addition to stated constitutional duties, the Governors:

1453

1454 1. Shall hold, or an at-Large Governor attend, a minimum of seven (7) district
1455 meetings each school year.

1456

1457 2. Shall announce all district meetings and make them open to all members
1458 in the district.

1459

1460 3. Shall, in addition to maintaining close contact with the Building
1461 Representatives, develop a means for communicating issues to the
1462 members in said district.

1463

1464 4. Shall periodically visit all buildings in their district. At-Large Governors
1465 shall visit within their sections of the city as designated by the Constitution
1466 and Bylaws.

- 1467 5. Shall receive reimbursement for actual and necessary personal mileage
1468 traveled on Association business, except that such reimbursement shall
1469 not exceed \$312 in any one fiscal year.
1470

1471 **Section 6. Duties of the President**

1472 In addition to the constitutional duties, the President:

- 1473
- 1474 1. Shall coordinate the Professional Staff of the Association as the chief
1475 officer of the UniServ Coordinating Council.
1476
 - 1477 2. Shall be responsible for coordinating the activities of the Association.
1478
 - 1479 3. Shall, together with another member of the Association, attend, or be
1480 represented at, all regular meetings of the Columbus Board of Education.
1481
 - 1482 4. Shall attend, or be represented by a member of the Association, the
1483 annual convention of the Ohio Education Association and the National
1484 Education Association. Necessary travelling and other expenses incurred
1485 in connection with such meetings shall be paid by the Association.
1486
 - 1487 5. Shall represent the Association before the public either personally or
1488 through delegates.
1489
 - 1490 6. Shall assist in carrying out services to the Association members.
1491
 - 1492 7. Shall visit local schools as often as possible to maintain contact with the
1493 membership.
1494

1495 **Section 7. Duties of the Vice President**

1496 In addition to the constitutional duties, the Vice President:

- 1497
- 1498 1. Shall, in the absence of the President, assume all of the responsibilities
1499 designated to the President in Section 6 of these Bylaws.
1500
 - 1501 2. Shall assist the President by coordinating activities of the committees of
1502 the Association.
1503
 - 1504 3. Shall assist in carrying out services to the Association members.
1505
 - 1506 4. Shall visit local schools to maintain contact with the Membership.
1507

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1511 **Section 8. Duties of the Treasurer**

1512 In addition to the constitutional duties, the Treasurer:

- 1513
- 1514 1. Shall receive and deposit to the account of the local association all monies
- 1515 belonging to the Association.
- 1516
- 1517 2. Shall maintain accurate records of all financial transactions and report in
- 1518 detail said transactions to the Board of Governors.
- 1519 3. Shall be a member of the Budget Committee and present all necessary
- 1520 records to the proper persons for the annual audit.
- 1521
- 1522 4. Shall co-sign with the President all authorized checks and be responsible
- 1523 for investing Association funds in certificates of deposit and/or savings
- 1524 accounts.
- 1525
- 1526 5. Shall maintain a proper file of Association records, Constitution, Bylaws
- 1527 and standing rules; and keep accurate minutes of all constituted meetings
- 1528 of the Association for a permanent record of business activities.
- 1529
- 1530 6. Shall maintain an accurate list of the membership in local, state and
- 1531 national affiliates.
- 1532
- 1533 7. Shall be bonded for an amount to be decided annually by the Board of
- 1534 Governors, the premium being paid by the Association.
- 1535

1536 **Section 9. Duties of the Executive Director**

1537 In addition to the constitutional duties, the Executive Director:

- 1538
- 1539 1. Shall be appointed for a term of one year.
- 1540
- 1541 2. Shall carry out assignments delegated by the President and/or Board of
- 1542 Governors of the Association.
- 1543

1544 **Section 10. Standing Committees**

1545 The following shall be the Standing Committees of the Association:

- 1546
- 1547 • Archival Records
- 1548 • Awards
- 1549 • Budget
- 1550 • Constitution
- 1551 • Economic Services
- 1552 • Instruction/Professional Development

- 1553 • Legal Services
- 1554 • Legislative
- 1555 • Minority Involvement Program
- 1556 • Negotiations
- 1557 • Promotion of the Profession
- 1558 • Public Relations
- 1559 • CEA Membership Scholarship Foundation
- 1560

1561 **Section 11. Amendments**

1562 These Bylaws may be amended by a two-thirds (2/3) vote of those present at a
1563 regular meeting of the Board, provided that such amendment was presented and read
1564 at a previous regular meeting.

1565 **Section 12. Declaration of Candidacy and Elections**

1566 Pursuant to the Constitution, Article 11, a special election shall be held to fill the
1567 office of Vice President when vacant or the offices of both the President and Vice
1568 President if both become vacant at the same time. In cases of the resignation of either
1569 the President or the Vice President, an election may be held while either office is still
1570 occupied provided that the effective date of the new presidency or vice-presidency does
1571 not come earlier than the effective date of resignation of the office to be filled.
1572

1573 **Section 13. Staff Participation**

1574 All staff members assigned to the CEA, Professional and Classified, shall be
1575 invited to attend all meetings of the Board of Governors, except executive sessions.
1576 Professional staff members shall speak in an advisory capacity only and shall not be
1577 permitted to make motions or to vote.
1578

1579 **Section 14. President's Payroll**

1580 The outgoing President shall remain on the payroll through the month of June.
1581 The incoming President shall be placed on the payroll, effective July 1.
1582

1583 **Section 15. UniServ Coordinating Council.**

1584 The Board of Governors shall serve as the CEA UniServ Coordinating Council.
1585 The President of CEA shall serve as Chairperson of the UniServ Coordinating Council.
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ⁱ Revised October 2011