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The Columbus Education Association

March 22, 2021

Reform Panel Update

The Reform Panel is a Joint Association/Administration committee. It is co-chaired by CEA President John Coneglio and Supt. Dr. Talisa Dixon. The committee consists of six Association members, appointed by the President and approved by the CEA Board of Governors, and six members of the administration assigned by the Superintendent. Association members include: Cassandra Daniels (Champion MS), Amy Glowark Mondillo (Scottwood ES), Kim Ogilbee (Starling K-8), J. Sanchez (Northland HS), Izetta Thomas

(ECE), and Angela Zalenski (Elem. Art).



The Reform Panel meets on the third Wednesday of each month to review variance requests. A variance is a requested change to the CEA Master Agreement specific to a particular school or unit, generally for a particular period of time. In order for a variance request to be heard by the Reform Panel, a minimum of two-thirds of the CEA bargaining unit members in a school or unit must vote in favor of the variance in a secret-ballot vote held by the Senior Faculty Representative. Variances heard by the Reform Panel require a majority vote to be approved. Neither co-chair votes unless there is a tie.

CEA believes that the best decisions about teaching and learning are made at the building level by the people who work there. Successful districts have moved from centralizing operations and support to building-level support. We have a tool: the Reform Panel, we need to use it. Administrators who deviate from the contract without first obtaining a variance from the Reform Panel are in violation of the contract. Here are the variances that have been acted upon since the end of the 2019–2020 school year.

Meeting Date	Building/Unit	Variance Request	Vote Outcome
June	Cols. Gifted Academy	Request for teachers to teach six classes	Approved
June	Beechcroft HS	Request to continue the current modified schedule	Approved
June	School Psychologists	Request to continue the current mentorship program in lieu of PAR	Approved
June	Walnut Ridge HS	Request to block schedule	Approved
June	Walnut Ridge HS	Request to amend parent/ teacher conference schedules	Approved
June	Walnut Ridge HS	Request for teacher to teach six classes	Approved
September	Beechcroft HS	Request to amend schedule during remote learning period	Approved
September	Olde Orchard ES	Request to amend Unified Arts schedule during remote learning period	Approved
September	Parsons ES	Request to amend Unified Arts schedule during remote learning period	Approved
September	Georgian Heights ES	Request to amend Unified Arts schedule during remote learning period	Withdrawn
September	Cols. Africentric EC HS	Request to split Department Chair contract	Approved
September	School Nurses	Request to renew school nurse exclusion from the PAR program	Approved
September	School Nurses	Request to renew use of Record Days and PD Days interchangeably	Denied
October	Burroughs ES	Request to hold one 1.5 hour staff meeting per month on Wednesdays	Approved
October	Walnut Ridge HS	Request to split Department Chair contract	Approved
October	Centennial HS	Request to split Department Chair contract	Approved

November	Mifflin HS	Request to amend parent teacher conference schedule	Approved
November	Mifflin HS	Request to split Department chair	Approved
November	Cedarwood ES	Request to consolidate building staff meetings	Approved
December	Northland HS	Request to amend bell schedule during remote learning	Approved
December	ОТ/РТ	Request to utilize MUNIS in lieu of SEMS	Approved
February	Hilltonia MS	Request to continue the modified schedule during the 2021-2022 school year	Approved
February	École Kenwood K-6	Request to be considered and protected under the MOU with the combination of live streaming and teaching in person	Approved
March	Salem ES	Request to consolidate building staff meetings	Approved
March	Salem ES	Request to amend remote day unassigned time	Approved
March	Fort Hayes Arts & Academic HS	Request to change scheduled 10 period day	Approved
March	Whetstone HS	Request to shorten student lunch Approv	
March	Duxberry ES	Request to amend Unified Arts scheduling	Approved

CEA Member Martha Jones Named 2021 Ohio School Social Worker of the Year

Martha Jones, who works at Champion MS and East HS, was recently named 2021 Ohio School Social Worker of the Year by the Ohio School

Martha has been a Social Worker since 1992 and a School Social Worker since 2010. Starting her career in the county department of public health, Martha worked with people who were HIV Positive or had AIDS, connecting

Social Work Association!



them with resources and combating housing and work discrimination, as well as assisting with their transitions to hospice care. While getting her master's degree, she transitioned to community-based clinical work, including halfway houses in the corrections system. Working with young adults in these situations, Martha realized that like she needed to intervene earlier on after hearing so much about childhood traumas. In her own words, "We were not catching these kids early enough, something had to be done!" She regularly interacted with colleagues doing school social work and decided to get her ODE license and join them.

She began with Mansfield City Schools but was soon RIF'd as the only school social worker in the district. Luckily, she found a position with Columbus City Schools. She quickly found her passion providing professional development on child and adolescent health. She is now a certified trainer on restorative practices and trauma in schools. She describes restorative practices as her soapbox and says that, "When we look at our discipline policies, you want to discipline, you don't want to punish. We are always about teaching and learning." She says she finds joy in building relationships with students and families and helping them function in our communities and being able to advocate for themselves when they get older.

This has been especially challenging during the current pandemic. Martha said, "Everyone had to take a step back and observe what we were seeing in our community. At every level the stress and the conflict took its toll on people. We were so busy trying to figure out technology like Zoom and Google Classroom, it was

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Master Agreement is set to expire in fewer than 513 days.

Grievance Update

Your Association works hard to protect your rights and maintain the integrity of the negotiated contract. While we advise bargaining unit members to work out problems at the building level first, we know this isn't always possible. We will regularly inform you of the grievances on which CEA is working.

Building/Unit Administrator	Statement of Grievance	Relief Requested	Disposition
Edmund Baker South HS	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of South HS, Edmund Baker, failed to adjust classroom numbers so that the class sizes/student load for teacher(s) at South HS meet contractural requirements.	That the principal immediately adjust numbers to make all classes and student loads for teacher(s) in the building compliant with the numbers required in the contract; and that no reprisals be taken against any member of the bargaining unit because of the filing of this grievance and that NO reprisals be taken against the grievant because of filing of this grievance.	Arbitrator selected. Arbitration hearing date pending.
CCS Administration	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the Columbus City Schools Board of Education failed to fill certain department chair supplemental positions in accordance with the CEA-CCS 2019-2022 Master Agreement.	The affected bargaining unit members shall be made whole in every way, including but not limited to the following: The district shall fill supplemental department chair positions at K-6 buildings to for both K-5 Literacy or Math and 6th grade English and Math positions. There shall be no reprisals against the grievants by any agent of the Board of Education for the filing of this grievance	Based on the information presented at the Step 2 grievance hearing, there is no evidence to support the Union claim that management has violated Article 203 or Section 905.01 of the CEA-CCS 2019-2022 Master Agreement. The intent of the language was to allow K-8 schools to have an elementary school chairperson and a middle school chairperson. K-6 and Pre-K-6 are considered elementary schools making them eligible to receive a middle chairperson for the 6th grade. In lieu of the above, the relief requested is denied. The CEA Board of Governors has voted to senothis grievance to arbitration.
Nikki Myers Salem ES	Salem ES principal Nikki Myers, in her capacity as agent of the Board of Education of Columbus City Schools, violated the Columbus Education Association-Columbus City Schools 2019-202a2 Master Agreement by authorizing the issuance of a Letter of Direction to grievant without just cause.	The grievant will be made whole in every way, including but not limited to the following; The district shall immediately withdraw the Letter of Direction issued on or about December 8, 2020 from the grievant's personnel and discipline files. Any record of the Letter of Direction issued on or about December 8, 2020 which must be maintained by the district as public record pursuant to state law shall contain a notation stating that the Summary of Conference was withdrawn by the board. The Letter of Direction issued on or about December 8, 2020 or any record thereof shall not be cited as past discipline or referenced in any future employment record or reprimand, warning, or discipline issued to the grievant. There shall be no retaliation against the grievant by any agent of the Board of Education.	The CEA Board of Governors has voted to send this grievance to arbitration.
CCS Administration	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provisions of the 2019-2022 CEA-CCS Master Agreement, including but not limited to Articles 201.03 and 210.03, when Director of Employee Relations John Dean, acting in his capacity as agent of the board, informed the Association via email that it would unilaterally implement a revised elementary grading policy which directed teachers to provide opportunities to improve students' final quarter grades and reopened the elementary grading window for the first quarter. On or about January 20, 2021, the Association was made aware of the implementation of this revised elementary grading guidance via email. The email from the Director of Employee Relations reads, in relevant part; "After review of your position, the District has decided to move forward with the implementation plan as presented to you last week without additional modification. Additionally, we decline to make the guidance optional." Article 201.03 of the 2019-2022 CEA-CCS Master Agreement reads: "In the event the school administrator changes a student's nine-week grade, the administrator will, as promptly as practical, notify the teacher who gave the original grade. In the event the school administrator changes a student's final grade, the administrator will initial and date such change and, as promptly as practical, notify the teacher who gave the original grade." Article 210.03 of the 2019-2022 CEA-CCS Master Agreement reads, in relevant part: "For grades Pre–Kindergarten through grade five (5): a. The grade entry window shall be open beginning twenty (20) school days before the end of each grading period and ending the day prior to distribution of grade reports. 3. All teachers shall have final student grades entered into the electronic grading system in accordance with the grade mark entry schedule."	The association requests that the grievant(s) be made whole in every way, including but not limited to the following: For each impacted bargaining unit member, the Board shall provide the hourly equivalent of two (2) contractual work days of unassigned time, free of duty, during the regular school calendar for the completion of work which was not completed due to the Board's violation of the Master Agreement. The Board shall comply with articles 201.03 and 210.03 of the Master Agreement.	Article 210.03-The CEA Representative is correct that the grading window was open to allow the teachers the ability to enter the updated grades. However, this action is not prohibited by the Master Agreement between CEA/CCS. This action is not a violation of contract and does not prohibit Management from reopening the window to facilitate student support. The agreed upon MOU indicates that teachers will communicate to ensure student success. The grade change was not included in the MOU. Furthermore, nothing in the Master Agreement prohibits that grading guidelines violate the contract. 201.03-Is a notification provision and there is no pre-emption of grade change process. There is nothing in this article that restricts outreach efforts. These efforts can provide opportunities for student success. Relief Requested. In lieu of the above, there is no evidence to support the Union claims that Management was in violation of the Master Agreement or Article 201.03 and 210.03. The CEA Board of Governors has voted to send this grievance to arbitration.
Vera Babbs Duxberry Park ES	The CEA/Board MOU of October 28, 2020 and	That the principal revert to the previous remote Unified Arts Schedule and that NO REPRISALS be taken against the grievants or any other Bargaining unit member due to the filing of this grievance.	Grievance withdrawn by the Association due to Reform Panel variance approval.

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overwhelming. We just needed to slow down." At both Champion MS and East HS, where she works, Martha and her building teams took a back-to-basics approach with the support of Administration. "How do we do what we are called to do in this environment? A lot of individual phone calls and support, on basics like time management. A lot of taking stress off of parents, a lot of troubleshooting. In addition, they had to get creative, including showing students how to log in and mark attendance using TikTok videos. In essence, how do we deliver the same message we would usually give a full lesson on in a zoom commercial before they go into class?"

As a CEA member, Martha is especially grateful to be a 2019 graduate of the NEA Teacher Leadership Institute, saying, "It allowed me to peel back the layers of all of my education, not just the degrees but the continuing education as well, and to focus on what priorities I wanted to bring to work every day."

When asked about the most rewarding part of her work, Martha did not hesitate, "I've seen young men coming through a correctional boot camp at 19 or 20, they don't have the skills we're teaching students in 6th or 7th grade. I like that we're making a difference now."

Congratulations on your recognition Martha! We are so proud you are part of our CEA family.

UNCF Helps Our Students

UNCF is the nation's largest and most effective minority

education organization. UNCF plays a critical role in enabling more than 60,000 students each year to attend college. We are ready to begin our Columbus City Schools' UNCF Workplace Campaign. Fifty percent of every



dollar we raise is designated for scholarships for Columbus City School students. Please be generous in your giving. Many of our students do not have the resources to consider higher education. Your donation is an investment in our children, our community, and our nation. This drive is very important, as we prepare our students for jobs in the global community. More than sixty percent of UNCF scholars are the first in their families to attend college and their successful education changes lives. Your investment can help break the cycle of poverty and despair in a family. The impact of your gift will be felt for generations to come. This year's campaign is completely online. To donate, go to the UNCF's secure website at http://bit.ly/2SJOE5J. Our UNCF Workplace Campaign ends on Mar. 31, 2021. "A mind is a terrible thing to waste."

CCS Summer School Application Now Open

The CCS Summer Experience Program (Summer School) application is now open and will remain open throughout the summer as hiring is finalized. Thanks to an MOU that was negotiated by your Union and the administration, this year, for the first-time ever, Part-Time Hourly Special Education Intervention Specialists, Latchkey Teachers, and part-time hourly CEA bargaining unit **members** are now eligible to apply for the 2021 Summer School.

The District's goal is to have all of the first selection agreements sent out before Spring Break begins on April 2. All selected CEA bargaining unit members will receive a contract via school mail that must be returned in order to be placed in a summer position.

To apply, go to http://bit.ly/2021ssCCS. If you have questions, please contact Emma Corbin, Summer Experience Coordinator at ecorbin5214@columbus.k12.oh.us.

Consider Donating to the Catastrophic Sick Leave Bank

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

Lisa Atkinson	Easthaven ES
Renée Castorano	Wedgewood MS
Michelle A. Innis-Dorsey	Duxberry Park ES
Faye Love	East Linden ES
Cindy Meister	Clinton ES

To donate, enter your name at the top of the CCS "Report of Employee Absence" form. In the *Comments* section, write the words, *Catastrophic Sick Leave Donation*. Be sure that you *and* your principal or supervisor sign the form. Indicate on the form to whom you are donating the sick time.

CEA Presents April Showers with NEA Member Benefits

Each Tuesday and Wednesday at 4:30 p.m. throughout the

month of April, CEA members are invited to engage with NEA Member Benefits via Zoom and be



showered with information about Student Loan Forgiveness and Retirement. The ZOOM link will be the same for all five occurrences of each topic. Each presentation will last an hour but the presenter(s) will be available about 30 minutes prior to the start time for members who may have a question before committing to stay. The presenter(s) will stay on following the presentation for questions that any member may have.

Student Loan Forgiveness Options for Education Employees

With more than 44 million borrowers and over \$1.6 Trillion in outstanding debt, the effect of student loans is impacting not only borrowers but communities at large. But despite the resistance of some for loan forgiveness, it remains available to educators. Depending on where you work, what you do, and what types of loans are outstanding, educators may be eligible to have all or some of their loans forgiven. With the new NEA Student Loan Forgiveness Navigation Tool, NEA members can determine if there is a more economically advantageous payment option as well as determine which forgiveness option(s) are applicable and provides the tools to apply—for free!

Join us on any Tuesday, on April 6, 13, 20, 27, and an encore on May 4 at 4:30 p.m. and learn more. To join a meeting on any of the above dates, simply click on the link below:

Go to https://bit.ly/3bwKFmN or to join by phone, call 301-715-8592. If needed, use meeting 926 4109 3598 and passcode

When Can I Afford to Retire or Will I Just Die at My Desk?

Retirement is confusing and planning is usually far more complex than members realize. It is even more complex if you are married to someone working in the private sector because of Social Security's Government Pension Offset and the Windfall Elimination Provision (GPO-WEP). But with this workshop, we will increase members' awareness of their retirement system, their pension payout options, health care costs and more. Participants will be able to determine if they are on the right track in their retirement preparations and, if not, what are their options, including sheltering severance pay and purchasable service credit options.

Join us on any Wednesday, on April 7, 14, 23, 30, and an encore on May 5 at 4:30 p.m. and learn more. To join a meeting on any of the above dates, simply click on the link below:

Go to https://bit.ly/3buhWyW or to join by phone, call 301-715-8592. If needed, use meeting ID 984 1090 8742 and use passcode 472133.

Spring 2021 CEA Foundation Mini **Grant Applications Now Online**

The CEA Foundation is excited to announce its Spring 2021 Mini Grant application is available on the CEA website. Mini Grants are open to any CEA member in good standing; members are encouraged to think about programs, initiatives and supplies they personally fund or would like to expand in their classrooms/ buildings. The CEA Foundation's Mini Grant purpose is to empower CEA members, in good standing, to design and implement innovative opportunities that will ultimately lead to higher achievement for all students.

There is still over \$6,000 in the grant money available to CEA members. Spring applications are due Wednesday, Mar. 24, **2021.** Grants are awarded in one of three categories:

Early Career Educators	Years 1–5 only	Up to \$300 per grant
STEM/STEAM	All CEA members	Up to \$600 per grant
General	All CEA members	Up to \$320 per grant

Go to http://bit.ly/CEAminiDirec for directions to apply for the grant. The online application can be found on the CEA website or going to http://bit.ly/CEAminiAPP and downloading the pdf.

Apply for a CEA Scholarship

Do you have a child graduating high school? Would you like some financial assistance with their college education? Consider applying for a CEA and CEA-R Scholarship. These competitive scholarships are a wonderful opportunity for our members' children



to earn scholarship dollars toward college. Applications are due by 4:30 p.m., Friday, Mar. 26, 2021.

You can find the application at http://bit.ly/ceaspringschol21. The scholarship application must include a statement of the student's personal philosophy and goals and also include two references: One from a current academic instructor with whom the student has studied during the past year and one from someone other than a relative. Applicants must be the children of a CEA or CEA-R members for their dependent(s) to be eligible. A teacher must:

- Be a current CEA or CEA-R member
- Have taught in Columbus City Schools for the four (4) years prior to applying for the scholarship unless the applicant taught for four (4) years prior to:
 - o Going on an approved leave of absence
 - o Going on an approved disability retirement
- Retiring and maintaining membership in CEA-R Applicants must:
- Be the child of a CEA or CEA-R member.
- Be graduating high school seniors or students already enrolled in an undergraduate program at a college or university.
- Have a cumulative grade point average of 2.5 or above, which must be verified by an official high school or university transcript. Copies will not be accepted.
- Be a full-time student while enrolled in college.
- Include a copy of the Student Aid Report from FASFA.
- Indicate all financial aid (other than student loans) which they expect to receive.

The Christa McAuliffe Memorial Scholarship is granted each year to a student majoring in education (unless no education applicants apply). This scholarship will be 1½ times the amount of any other scholarships awarded. Send completed applications to: Columbus Education Association, Attn: Spring Scholarship, 929 E. Broad Street, Columbus, OH 43205.

PAR/CEU Classes

The Peer Assistance and Review (PAR) office will be offering a series of professional growth opportunities for teachers of all skill and grade levels. Participants will receive CEUs. Course materials will be provided.

Mar. 23 Infusing Technology in Your Classroom (0.2 CEUs) Apr. 13 Resource Road Show: Seek, Share, & Swap! (0.2 CEUs)

Register today on PD Planner for any or all of these sessions. All classes will begin at 4:30 p.m. unless otherwise noted. Call the PAR Office at (614) 365-5110 for more information or ask your PAR CT if you have questions.

Important Information: Remote-In/ Simultaneous Instruction

During negotiations for our comprehensive 2020–2021 School Year Memorandum of Understanding, the District's bargaining team brought to the table a proposal that a large group of CEA bargaining unit members would be required to instruct in-person and virtual students simultaneously using "remote-in" technology.

Your CEA bargaining team was unequivocal in its response. Except in extremely limited circumstances, the proposal was a non-starter.

Educators responsible for the supervision and education of both in-person and remote students at the same time incur significant risk to their licensure and careers. We reminded the Board's team that during these very negotiations, over 600 teachers in neighboring Gahanna made the difficult decision to go on strike in the middle of a global pandemic over this very issue, ultimately forcing that district to drop the requirement.

Your CEA team was successful in limiting so-called "remote-in" instruction to the following situations (Blended Learning Model, Content Area Teachers, Paragraph #4): "Special identified student populations (AP, IB, CCP, Career Center) may fall outside of these asynchronous minute requirements if teachers, in their professional judgment, choose to provide live instruction at their sole discretion to students who are remote or if the teachers must provide live instruction to certain students who are remote if deemed an appropriate accommodation as the result of a 504 or IEP team meeting, due process or mediation case."

This language is followed by an entire paragraph of agreed-upon protections for members in these narrow categories. To be crystal clear:

- The ONLY CEA bargaining unit members who can be directed to provide simultaneous remote-in instruction are those with remote students for whom remote-in instruction has been deemed an appropriate accommodation as the result of a 504 or IEP team meeting, due process or mediation case.
- 2. The ONLY CEA bargaining unit members who may choose, at their sole discretion, to provide remote-in instruction are those with AP, IB, CCP, or Career Center students.

We understand the desire of some members to provide extra "live" instruction to their remote students. However, these negotiated limitations are for the protection of your licensure and career.

We are also receiving reports that some administrators are directing, encouraging, suggesting, pressuring, or implying that other CEA bargaining unit members must provide remote-in instruction.

This is unacceptable.

A directive to provide remote-in instruction is a change in your working conditions that must be bargained pursuant to Ohio Revised Code 4117. Outside of the narrow categories detailed above, no such agreement has been reached between CEA and CCS. A directive to other bargaining unit members to provide remote-in instruction will result not only in a grievance being filed for violation of the MOU, but potentially an Unfair Labor Practice charge being filed with the State Employment Relations Board for a unilateral change in working conditions.

If you have any questions do not hesitate to contact CEA.

Special Notes

- ☐ Paid Holidays: Know Your Leave Balance:
 - Section 1501.03 of our contract provides for certain paid holidays throughout the school year, including Thanksgiving and the day after. However, pay for holidays is not a given. Members who are not in a "paid" status the day immediately preceding the holiday and the day immediately following the holiday will not receive holiday pay. If you are absent and you are not on paid sick leave or personal leave, you will forfeit the pay for those holidays. Call the CEA office if you have questions.
- □ Professional Leave: There is \$200,000 available to bargaining unit members each year to pursue professional development opportunities outside the school district. These include taking a course or attending a conference or workshop. Due to the COVID-19 Pandemic, all district-related travel has been prohibited, however, professional leave is available for online conferences. Forms to apply for professional leave are available in the "Forms" section of the CEA website or the CCS Intranet, along with the full leave guidelines and the deadline schedule for applications based on the activity date.
- □ PBIS FRIDAY LIVE!: Every Friday the District PBIS Coordinators present fifteen minutes of SEL Connections and PBIS Quick Tips. These are a great opportunity to connect with other staff, practice self-care, and start your Friday in a positive and calm way. All staff are welcome. Join us on Fridays from 8–8:15 a.m. Questions? Contact Jacquie Pencek, District PBIS Coordinator, at jpencek9864@columbus.k12.oh.us. Go to https://ccsoh-us.zoom.us/s/3059377463# to participate.
- □ **Deductions for Union Dues:** The "Tax Cuts and Job Act," effective in the 2018 tax year, suspended the previous deduction for job-related expenses or other miscellaneous itemized deductions that exceeded two percent of adjusted gross income. This suspension includes unreimbursed employee expenses such as union dues. These expenses are no longer deductible. Therefore, the annual "Deductible/Non-Deductible portion of dues," featured in *The CEA Voice* and communicated by CEA, will no longer be produced. For further information, see your tax preparer or IRS Publication 5307. **Because of lobbying by NEA and action by OEA members, the \$250 Educator Expense Deduction for eligible expenses such as professional development courses, books, and classroom supplies remains in Federal tax law.**



You might be one of many Americans who could benefit from refinancing your home. By refinancing and locking in a better rate on your loan, you could reduce your monthly payment and save thousands of dollars in interest on the life of your mortgage. The specialists at **Education First Credit Union** can answer all your home loan questions. Call (614) 221-9376 or email dhines@educu.org.

**Equal Credit Opportunity Lender / NMLS #811029

Invite a new educator to become a CEA member

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

CEA Office Contact Information

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