



www.ceaohio.org March 7, 2022

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# A Message from the President of CEA

CEA Members,

Following the actions that CEA members took in January at the height of the Omicron surge to shed light on the safety and learning crisis' in our buildings, and intensive discussions with the District, we are pleased to announce that our Union has just reached an agreement with CCS on a new Memorandum of Understanding (School Year 2021–2022 MOU #3) which remains effective through the end of the school year. Major elements of the MOU include:

- Beginning Mar. 7, all class coverage pay will be paid at 150 percent of the Article 209.04 contractual rate.
- All CEA bargaining unit members may participate offsite remotely in both the Professional Development Day scheduled on Mar. 9, 2022, and the Records Day scheduled for Mar. 23, 2022.
- The District must provide all CEA bargaining unit members with ten KN-95 and/or N-95 face masks. Additional KN-95 and/or N-95 face masks are available upon request.
- Clarification that CEA bargaining unit members who are not teachers of record (i.e. TOSAs, Instructional Coaches, etc...) may choose to provide class coverage upon the request of the District on a strictly voluntary basis. These members are also eligible for payment for work which must be completed outside the workday as a result of class coverage at 150 percent of the hourly rate. This provision resolves a grievance filed in January by CEA regarding the mandatory assignment of TO-SAs and other bargaining unit members to report to buildings and cover classes.
- The Memorandum of Understanding regarding Social and Emotional Learning Practitioners which was won during bargaining in 2019 is extended for one additional year, to expire on the last teacher workday of the 2022–2023 School Year.
- Clarification on expectations for District-wide testing at the High School level to take place on Tuesday, Mar. 1.

The new MOU, titled "Memorandum of Understanding #3 – 2021–2022 School Year" can be read in its entirety on the CEA website at **www.ceaohio.org/cea-contract**.

Your CEA leadership is well aware that many serious issues, including campus safety and the conditions of our buildings, remain unresolved with this newest interim agreement. As represented by this MOU, we will continue to engage the District and make progress for CEA members on issues, large and small, whenever possible. Make no mistake, your actions in January as well as the continued focus on enforcement of our *Master Agreement* brought the District to the table to offer some measure of relief to CEA members. Now we turn our focus to the task ahead. We begin full bargaining for a new Master Agreement in a matter of weeks and will need the participation of all CEA members in our campaign for the Schools *#ColumbusStudentsDeserve*.

In Solidarity,

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John Coneglio, CEA President

# Stop. Think. Call CEA.

When your administrator pressures you to quickly provide

a written or verbal statement about an incident that you witnessed or were involved in, stop, think, and call CEA. Do not be insubordinate, but do let your administrator know that you have the right to representation before making any statements.

A number of our members have needlessly incriminated themselves because of statements they provided to their administrators.

If you get called into a meeting with your principal or supervisor for an unspecified reason, it is your right under the law (NLRB v. Weingarten) to:

- Ask the principal or supervisor to clarify the reason for the meeting. Don't refuse to attend, but ask why.
- Get representation. If the meeting becomes disciplinary in nature, you are entitled to call CEA, even if your principal says you shouldn't or can't.
- Set the meeting at a time when your representative can attend. The administrator is obligated to do so.
- Take up to five school days to schedule the meeting to make sure your representative can be there.

You have the right to the representative of your choice, not your principal's choice. You can be represented by your FR or by a staff member from the CEA office. FRs do not have to participate in hearings if they don't feel comfortable doing this kind of work.

ČEA suggests representation any time the purpose of the meeting is for one of the following situations:

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

For more information about professional behavior, read Article 404 of the *CEA Master Agreement*.

### **NEA Member Benefits Presentations for March**

NEA Member Benefits continues to offer ZOOM sessions on a range of topics designed to help make members lives better. The same Zoom link will work for any and all of these sessions. All sessions begin at 4 p.m.

- Mar. 8 Student Loans & Loan Forgiveness
  - Mar. 15 Social Security WEP, GPO and other issues which may impact your retirement
- Mar. 22 Making the MOST of your NEA Membership: an overview of your benefits as a Kahoot game!

To fully participate in the Kahoot game, have a second phone or other smart device to use as your response device. To join, go to **https://bit.ly/3shMSeb**. If prompted, the meeting ID is 836 4821 0108 and the passcode is 022543.

## Apply for a CEA Scholarship

Do you have a child graduating high school? Would you like financial assistance with their college education? Apply 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 Friday, Mar. 25, 4 p.m.** Find the application at https://bit.ly/3GxSdBO. The document contains instructions to successfully complete the application.

929 East Broad Street

CEA Master Agreement is set to expire in fewer than 168 days. Columbus, Ohio 43205 • (614) 253-4731 •

## **Grievance Update**

Your Association works hard to protect your rights and maintain the integrity of the negotiated contract. While we advise bargaining unit members to work out problems at the building level first, we know this isn't always possible. We regularly inform you of the grievances on which CEA is working. To review the text of each grievance in its entirety, go to *https://bit.ly/3hvvIn9*.

Building/Unit Administrator	Statement of Grievance	Relief Requested	Disposition
Whetstone HS Janet Routzong	Principal Janet Routzong and/or other Administrators at Whetstone High School acting in their capacity as agents	The Association requests that the grievant(s) be made whole in every way, in- cluding but not limited to the following: The BOARD shall cease and desist	The CEA Board of Governors voted to advance this grievance to arbitration.
CCS Administration	The CCS/CEA Master Agreement was misapplied, mis- interpreted or violated by the Administration when the	The grievants shall be made whole in every way, including but not limited to the following: The Board shall immediately follow the proper procedure for	The CEA Board of Governors voted to advance this grievance to arbitration.
CCS Administration	On or about October 5, 2021 and ongoing, the Board of Education of Columbus City Schools and/or it's agents	CEA bargaining unit members shall be made whole in every way, including but not limited to: the Board of Education shall immediately terminate the	The CEA Board of Governors voted to advance this grievance to arbitration.
CCS Administration	The Columbus City Schools Board of Education and/or it's Agents violated, misinterpreted, and/or misapplied negotiated provisions of the 2019-2022 CEA-CCS	The Association requests that the grievant(s) be made whole in every way, in- cluding but not limited to the following: The BOARD shall cease and desist from violating, misinterpreting, and/or misapplying the Master Agreement	Grievance withdrawn following payment to grievants.
CCS Administration	The Columbus City School Board of Education and/or its agents violated binding past practice when bargaining unit members were directed to report to Valley Forge	The Association requests that the grievant(s) be made whole in every way, in- cluding but not limited to the following: The BOARD shall cease and desist from violating, misinterpreting, and/or misapplying past practice regarding	Settlement agreement reached with District.
CCS Administration	The Columbus City Schools Board of Education and/ or it's agents violated, misinterpreted, or misapplied pro- visions of the 2019-2022 CEA/CCS Master Agreement	The grievant shall be made whole in every way, including but not limited to the following: The Board shall immediately remove all references to the written reprimand issued on or about January 11, 2022 from all employee	Step 2 hearing pending.
CCS Administration	On or about January 18, 2022 and ongoing, the Colum- bus City Schools Board of Education and/or it's agents violated, misinterpreted, and/or misapplied provisions	Affected grievants shall be made whole in every way, including but not limited to the following: Columbus City Schools shall immediately conform with the provisions of Article 209.04 of the Master Agreement. Grievants who	Withdrawn following resolution through MOU #3.
CCS Administration	The Columbus City Schools Board of Education and/or it's agents violated, misinterpreted, or misapplied provi- sions of the 2019-2022 CEA/CCS Master Agreement	The grievant shall be made whole in every way, including but not limited to the following; The Board shall immediately return the \$614 that was removed from his classroom and personal lock boxes on or around	Step 1 hearing pending.
Parkmoor ES Charmaine Campbell	Parkmoor ES principal Charmaine Campbell, in her capacity as agent of the Board of Education of Columbus City Schools, violated the Columbus Education	The grievant will be made whole in every way, including but not limited to the following; The district shall immediately withdraw the Written Reprimand issued on or about February 2, 2022 from the grievant's	Awaiting Step 2 hearing.
Juvenile Inter- vention Center Teresa McGurr	Teresa McGurr violated binding past practice when bargaining unit members were directed to teach in the "PODS" instead of their classrooms at the Juvenile	The Association requests that the grievant(s) be made whole in every way, including but not limited to the following: The BOARD shall cease and desist from violating, misinterpreting, and/or misapplying past practice	Step 1 hearing held. Requested relief denied. Step 2 hearing held.
South HS 7–12 Christy Nickerson	The CEA/Board Agreement was violated, misinterpret- ed and/or misapplied when the principal of South 7-12, Christy Nickerson, failed to provide appropriate admin	That the grievants shall be made whole in every way, including, but not lim- ited to the following: that principal provide appropriate administrative sup- port to the affected bargaining unit members and that NO REPRISALS	Step 1 hearing held. Awaiting response.
Westmoor MS Christopher Horne	The CEA/Board Agreement was violated, misinterpret- ed and/or misapplied when the principal of Westmoor MS, Christopher Horne, failed to provide reasonable	1. The administration will support and assistance by addressing and returning 190 Corrective Measures within three (3) work days of submission. 2. The administration will use a teacher substitute to provide	Step 1 hearing held. Awaiting response.
Starling PK-8 Joan Bucy	Starling PK-8 Principal Joan Bucy misinterpreted, misap- plied, and/or violated sections of the CEA-CCS 2019- 2022 Master Agreement including but not limited	Grievant shall be made whole in every way, including but not limited to the following: Starling PK-8 Principal Joan Bucy shall administer the dis- cipline policy of her building and provide appropriate administrative	Step 1 hearing held. Awaiting response.
Starling PK-8 Joan Bucy	Starling PK-8 Principal Joan Bucy misinterpreted, misap- plied, and/or violated sections of the CEA-CCS 2019- 2022 Master Agreement including but not limited	Grievant shall be made whole in every way, including but not limited to the following: Starling PK-8 Principal Joan Bucy shall abide by Article 403.01 of the Master Agreement. No discipline of grievant shall be	Step 1 hearing held. Awaiting response.
Starling PK-8 Joan Bucy	The Board and/or it's agents misinterpreted, misapplied, and/or violated sections of the CEA-CCS 2019-2022 Master Agreement including but not limited to Article	Grievant shall be made whole in every way, including but not limited to the following: The Board and/or it's agents shall comply with Article 404.02 of the Master Agreement. The written reprimand issued to	Step 1 hearing held. Awaiting response.

### Spring 2022 CEA Foundation Mini Grant

The Spring 2022 CEA Foundation Mini Grant window opens Feb. 14. Mini Grants serve "to empower CEA members, in good standing, to design and implement innovative opportunities that will ultimately lead to higher achievement for all students." Mini Grants are separate from the district grants such as Teacher Dream Grant and ESSER Macro Grants.

All eligible CEA members are encouraged to apply to one of the following Mini Grants:

General Grant	Up to <b>\$320</b> per grant
New Educator Grant (Educators in years 1–5 of their career)	Up to <b>\$350</b> per grant
SEL Grant	Up to <b>\$400</b> per grant
STEM/STEAM Grant	Up to <b>\$600</b> per grant

To apply, go to https://bit.ly/325J7ho. Completed applications are due Mar. 23, by 5 p.m. Contact Tracie Helmbrecht at (614) 398-1201 with any questions.

## Article 211 Calendar

March				
Wednesday	16	Round 2 Postings OPEN [All known openings] by 2 p.m.		
Friday	18	Round 2 Postings CLOSE - Applications no longer accepted after 5 p.m.		
Monday	21	Round 2 Interviews OPEN Schools and Departments [All known openings] Interview Times are as follows: Elementary & K–8 after 3:30 p.m. Middle & High Schools after 2:30 p.m.		
Wednesday	24	Round 2 Interviews CLOSE: Schools and Departments Selection Agreement Forms and Rosters sent by HR to Principals <i>(electronically)</i> by 5 p.m.		
April				
Friday	1	Virtual Job Fair, 4:30 p.m. (In person: 3700 South High Street)		

### How to Request Remote Work

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

### **PAR/CEU Classes**

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

- Mar. 8 Mix It Up: Tools for Blended Learning
- (4:30–6:30 p.m. via Zoom) Mar. 22 Creating a Culturally Relevant School Environment (4:30–6:30 p.m. via Zoom)

Register on PD Planner for the sessions listed above. Call the PAR Office at (614) 365-5110 for more information.

### **Special Notes**

- □ Make a Donation to the Catastrophic Sick Leave Bank: The following members have been approved for Catastrophic Leave and are in need of donated days: Amy Brown, Oakland Park ES; Elizabeth Johnson, West HS; Lois McFaddin, East HS; Robert McFaddin, Liberty ES; and Teresa Provens, Eastmoor Acad. HS. To donate, enter your name at the top of the CCS Report of Employee Absence form. In the Comments section, write the words, Catastrophic Sick Leave Donation. Sign the form and indicate to whom you are making the donation. Your administrators signature is not required on the donation form.
- CEA Spring 2022 Elections: The following elected positions will be filled in the current election cycle: NEA Local Delegates, NEA State-at-Large Delegates, CEA President, and CEA Vice President. Ballots were sent to buildings during the last full week of February. The voting window opened Tuesday, Mar. 1, and closes Tuesday, Mar. 15. Members of the Elections Committee will collect ballots for tally Wednesday, Mar. 16. Questions? Call Elections Chair Brittany Herb at (440) 225-2631.
- □ If your license from ODE is expiring June 30, 2022, and you have a limited employment contract, you must complete the required coursework or CEUs necessary for renewal and apply before Mar. 15 to be licensed by ODE for the 2022–2023 school year. If you have a continuing contract, you have until June 30 to complete your coursework and submit your application. Failure to renew your license may result in suspension of pay and initiation of termination/ non-renewal proceedings. Contact Greg Mild at gmild@columbus.k12.oh.us. with questions about CEUs or the license renewal process.