Memorandum of Understanding – Return to Work Agreement 2022

The Columbus Education Association ("CEA") and the Columbus City School District Board of Education ("BOARD") agree as follows:

1. No Reprisal/Work Expectations

- A. The officers, agents, and members of the Columbus Education Association shall be free from penalty, restraint, or retaliation for their participation in any/all activities up to the date of the ratification of this Agreement that secured this, and any prior, collective bargaining agreement. This provision shall expire at such a time as there are no CEA bargaining unit members employed by the BOARD who participated in the August 2022 strike.
- B. The officers, agents, and members of the Columbus Education Association shall not be nonrenewed or terminated for their participation in any/all activities up to the date of the ratification of this Agreement that secured this, and any prior, collective bargaining agreement. This provision shall expire at such a time as there are no CEA bargaining unit members employed by the BOARD who participated in the August 2022 strike.
- C. Upon return to work, CEA bargaining unit members shall not retaliate against, or intimidate any BOARD employee or student related to their participation or non-participation in strike activities. CEA bargaining unit members are expected to exhibit professionalism toward one another. This provision shall expire at such a time as there are no CEA bargaining unit members employed by the BOARD who participated in the August 2022 strike.
- D. CEA bargaining unit members shall not engage in discussions regarding negotiations or strike activities related to the 2022-2025 CEA-CCS Master Agreement with students or in the presence of students; however, members may answer students' direct questions. This provision does not apply to CEA bargaining unit members who are parents/guardians of BOARD students outside of the contractual workday.

2. Unfair Labor Practices

- A. The parties also agree that the following Unfair Labor Practices filed with the State Employment Relations Board shall be withdrawn within five (5) business days following ratification of the Master Agreement:
 - 2022-ULP-08-0095 filed by the BOARD
 - 2022-ULP-08-0102 filed by CEA
 - 2022-ULP-08-0105 filed by CEA

3. Benefits

All CEA bargaining unit members shall have all legal and contractual benefits, including health benefits, dental insurance, vision care insurance, life insurance, and voluntary benefits, reinstated effective August 25, 2022 no later than 7:15 A.M. on equal terms as those which were in effect for the CEA bargaining unit member on August 21, 2022 and consistent with the CEA-CCS Master

Agreement. Coverage of health benefits, dental insurance, and vision care insurance provider claims for services incurred during the duration of the strike shall be covered on equal terms to those which were in effect for the CEA bargaining unit member on August 21, 2022 and consistent with the terms of the Master Agreement.

4. Return To Work

- 1. The parties may announce that a Conceptual Agreement has been reached, however no terms of the agreement shall be made public prior to ratification by CEA members.
- 2. CEA will convene a meeting of its membership once a location can be determined, no later than Sunday, August 28, 2022, for the purpose of presenting the conceptual agreement and conducting a ratification vote.
- 3. The BOARD shall hold a special meeting for the purpose of approving the conceptual agreement within forty-eight (48) hours of ratification by CEA. The BOARD shall only be required to vote on the conceptual agreement if it has been approved by CEA.
- 4. Thursday, August 25th, 2022 shall be a remote planning day from home for CEA bargaining unit members. However, CEA bargaining unit members shall have access to their assigned work location(s) for the sole purpose of classroom setup at their sole discretion.
- 5. On Friday, August 26th, 2022, CEA bargaining unit members shall report to their assigned work location for the purpose of planning and classroom setup. The building principal/supervisor may have a meeting lasting no longer than one hour.
- 6. CEA members shall report to their assigned work locations on Monday, August 29th to resume regular BOARD job duties.

This Memorandum, other than provisions with specifically denoted expirations, shall continue in full force and effect until midnight on the day before the first regular teacher contract day of the 2025-2026 School Year.

For CEA:

For the BOARD:

Date

<u> 81841 2023</u>

Date