

MEMORANDUM OF UNDERSTANDING
Working Agreement for Building Substitutes

WHEREAS, on April 4, 2023, the employees of the Columbus City Schools Board of Education ("Board") designated as Building Substitutes submitted an "Opt-In Request for Recognition Form" to the State Employment Relations Board ("SERB") and the Board requesting the Board recognize the Columbus Education Association ("CEA") as their exclusive representative for purposes of collective bargaining, and that they be added to the existing CEA bargaining unit;

WHEREAS, on April 24, 2023, the Board and CEA jointly submitted a "Petition for Amendment of Certification" to SERB to amend the existing CEA bargaining unit and add all "Building Substitutes" employed by the Board to said bargaining unit and recognize CEA as their exclusive representative;

WHEREAS, on May 10, 2023, SERB approved the joint petition and amended the CEA bargaining unit to include Building Substitutes;

NOW, THEREFORE, consistent with the Memorandum of Understanding between the Board and CEA, dated April 21, 2023, the parties agree that for the duration of the 2022-2025 CEA Master Agreement, the following Article shall be incorporated as if part of the Master Agreement:

Article 1202
Building Substitutes

1202.01- Applicability

This Article shall apply to all "Building Substitutes" as recognized consistent with State Employment Relations Board Case 2023-REP-04-0041.

1202.02 - Building Substitute Program

The purpose of the Building Substitute Program is to provide consistent instructional coverage for regular classroom teachers who are absent, with the intent of such coverage being provided by a professional educator who is familiar with the practices of Columbus City Schools, their assigned building, and the school community. Subject to the availability of appropriate funding and staffing, such coverage will be provided by a Building Substitute covered by this Article. The Board and the Association shall meet and confer regarding adequate and appropriate building substitute staffing levels as an appropriate item of discussion in the meetings established by Article 108.02. During such meetings, the Association shall be advised of any upcoming significant changes to the availability of funding for the Program, or Program staffing levels, prior to such changes being implemented. The Superintendent, or designee, retains the right to make the final determination regarding number and allocation of Building Substitutes. The parties acknowledge that the Board may create or change the supervisory authority over the Building Substitute Program and Building Substitutes.

1202.03- Building Substitute Contracts

Each Building Substitute shall be employed under a limited one (1) year contract. Any such contract shall be deemed renewed at the negotiated salary unless on or before June 25, the Superintendent or designee gives the Building Substitute employed thereunder written notice of its intention not to renew same.

1202.04 - Job Duties

The primary job duty of Building Substitutes shall be to provide substitute instruction in the case of absences of classroom teachers not to exceed sixty (60) days. During assignable time (regular instructional time not inclusive of planning time, conference periods, lunch, duties, etc...), Building Substitutes who are not assigned to provide substitute classroom instruction due to sufficient building staffing may be directed to perform alternate tasks which directly support academic student instruction.

1202.05 – Class Size

The number of students assigned to a Building Substitute while providing substitute classroom instruction shall not exceed the maximums established in Article 301.01.

1202.06 - Evaluation

Evaluation of Building Substitutes shall be conducted by the Building Substitute's immediate supervisor utilizing the Licensed Support Professional (LSP) Performance Evaluation System and Rubric.

1202.07 - Assault Leave

A Building Substitute may use up to twenty (20) days of assault leave due to injury resulting from a physical assault on a building substitute which occurs on Board premises or which occurs off Board premises in connection with the performance of assigned duties, subject to the following stipulations:

- A. The Building Substitute's conduct was within the bounds of general standards of professional behavior;
- B. The building administrator or other appropriate administrator was notified as soon as possible of the occurrence;
- C. The Building Substitute submits the certificate required in case of sick leave absence, accompanied by the physician's statement required below;
- D. The Building Substitute provides a physician's statement describing the nature and duration of the resulting disability and the necessity of absence from regular employment, with the findings of the physician subject to review by the Board physician;
- E. In the event the foregoing conditions are satisfied, none of the first twenty (20) days of absence resulting from such occurrence shall be deducted from the building substitute's accumulated sick leave;
- F. Workers' Compensation cannot be received simultaneously with sick leave benefits.

1202.08 - Wages

- A. Building Substitutes shall be paid at the following rate per hour for work time that is

authorized and approved by the Superintendent or designee:

Effective the first teacher work day of the 2023–2024 school year:

Years of Experience	Hourly Rate
0 or 1	\$38.59
2 or more, or holds ODE Teaching License	39.09

Effective the first teacher work day of the 2024–2025 school year:

Years of Experience	Hourly Rate
0 or 1	\$40.14
2 or more, or holds ODE Teaching License	40.64

A year of experience shall be granted to a building substitute who has served 120 or more school days within a given school year.

- B. Building Substitutes shall be compensated for those days on which students are scheduled to be in attendance and for scheduled professional development days. Building substitutes in classroom assignments of 30 consecutive school days or more will also be compensated for actual time worked on record days and during parent teacher conferences. Building substitute workday schedule shall be consistent with full-time contract teachers in the CEA bargaining unit assigned to the Building Substitute's assigned school building and the Master Agreement between the Columbus Education Association and Columbus City Schools, except that:
- during all duty time, Building Substitutes may be directed to provide substitute instruction or perform alternate tasks which directly support academic student instruction.
 - Building Substitutes will have a 30-minute unpaid lunch period that shall normally be scheduled during student lunch time.
- C. Building Substitutes shall be granted the following paid holidays at their regular rate of pay: Labor Day, Thanksgiving Day, Martin Luther King Day, Spring Vacation, and Memorial Day.
- D. Building Substitutes shall be compensated for the regular scheduled hours on days they were scheduled to work, but did not work as a result of schools being closed for a calamity, as with regular contract teachers in the same schools, up to a maximum of five (5) such calamity days in a school year.

1202.09 - Stretch Pay

Building Substitutes shall have the options of payroll plan A or payroll plan B in accordance with Sections 109.03(I)(6) and 901.10.

1202.10- Assignment

At the beginning of each school year, Building Substitutes will be assigned a primary building location by the Superintendent or designee. Building Substitutes shall normally continue in the

same building assignment from year-to-year unless written notification of a reassignment for the following school year is provided by June 25 by the Superintendent or designee, or a reassignment is requested by the Building Substitute, by May 1 and approved by the Superintendent or designee. Such written notice shall be inclusive of the reason for the reassignment. Reassignments shall not be arbitrary or capricious in nature.

In the event that the Superintendent or designee determines that additional coverage is required in a school building on a temporary basis, a notification and call for voluntary temporary reassignment shall be made to the building administrator(s) in the building(s) where sufficient substitute coverage exists as soon as is practicable. In the event that there are no approved volunteer Building Substitutes, a Building Substitute may be directed to report to a building other than their assigned building on a temporary basis. Such temporary reassignments shall be equitable to the degree possible. Transportation costs to and from a building other than a Building Substitute's assigned building shall be reimbursed consistent with Board Policy and the Master Agreement.

Building Substitutes with an ODE Teaching License may participate in Rounds 1 and 2 of the 211 process. Building Substitutes are not permitted to participate in Job Fair.

1102.11 - Professional Behavior

A Building Substitute shall not be given a formal written reprimand or warning, or be disciplined for any alleged infraction of rules, delinquency, or unprofessional performance, or be dismissed or terminated during the term of the individual contract without just cause. Any such action shall be subject to the grievance procedure set forth in this Agreement, except that any failure to reemploy a building substitute for another school year shall not be grieved with non-compliance with this paragraph cited as a claimed violation. The grievance and arbitration process supersedes and replaces any and all Ohio statutory provisions and procedures on discipline, dismissal or termination for cause, just cause or good and just cause.

1202.12 – Long-Term Vacancies

Vacancies of more than sixty (60) school days shall be assigned first to a building substitute that possesses a teaching license, if available.

1202.13 - Other Provisions

The following provisions of the current Agreement shall be considered a part of this Article 1102: Articles 101, 102, 103, 104, 105, 106, 107, 108, 109.01, 109.02(A), (B), and (D), 109.03 (A–H), (I)(1–9) and (11–17), 109.06, 109.07, 109.08, 109.11, 109.12, 110, 111, 201.01, 201.03, 202, 205, 206.05, 206.15 (effective with the 2024-2025 school year), 207, 208.01, 208.05, 208.08, 208.11, 303, 307.01, 307.02, 403, 404.01, 404.06, 404.07, 507.01, 507.02, 507.05, 507.06, 701.01(A), (B), (D), 701.02(A), (B), (C), 701.03, 701.04, 701.05, 701.06 (A), (B), (C), (F), 701.07, 702.01, 702.02 (after completion of two (2) years of service as defined in 1202.07), 702.05, 702.11, 702.12, 702.13, 801, 803-810, 812, 814, 815, 901.13, Chapter 1400, and Chapter 1500.

During the term of this Memorandum, the Board and Association shall establish a joint committee, consisting of three (3) members appointed by the Superintendent or designee, and three (3) members appointed by the Association President or designee, to design and implement no later


than the 2024-2025 school year a "Pathway to Licensure" program. The purpose of this program shall be to provide guidance, support, and opportunities for Building Substitutes who are interested in achieving regular Ohio Department of Education licensure and placement as a regular classroom teacher within Columbus City Schools. Association members who are appointed to this committee shall be released from other job duties to attend Committee meetings as jointly scheduled during the school year. Upon implementation of the "Pathway to Licensure" program, the committee shall be dissolved. Ongoing maintenance of the "Pathway to Licensure" program by the Board shall be an appropriate item of discussion in the meetings established by Article 108.02.

This Memorandum shall become effective at 12:01 a.m. on August 21, 2023, and shall continue in full force and effect until midnight of the day before the first regular teacher contract day of the 2025-2026 school year. All provisions of this Memorandum shall be incorporated into the Master Agreement during negotiations for a successor agreement. However, either party may seek modification of interim working agreement provisions during Master Agreement negotiations.

FOR CEA:



John Coneglio, President



Date

FOR THE BOARD:



Dr. Angela Chapman, Superintendent



Date