



State of Ohio
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213
(614) 644-8573
ULP@SERB.ohio.gov

Case No.

STATE EMPLOYMENT
RELATIONS BOARD

2022 AUG -3 P 4: 23

UNFAIR LABOR PRACTICE CHARGE

INSTRUCTIONS: File *one original and one copy* of this form with the State Employment Relations Board at the above address. Serve *one copy* on the party against whom the charge is brought. See Ohio Administrative Code Rule 4117-1-02. If more space is required for any item, attach additional sheets; please number the items accordingly.

NOTE: If you wish to file unfair labor practice charges against both the employer and the union, then separate Unfair Labor Practice Charge forms must be filled out. For the form(s) to be filed against the union, fill out all sections of this form. For the form(s) to be filed against the employer, fill out all sections except section four, which is used to identify the employer for charges filed against the union or its representative(s).

1. Party Filing Charge: (Check One)

☐ Employee Organization/Union ☐ Employee ☒ Employer ☐ Other _____

Name:

Columbus City School District Board of Education

Address:

270 E. State Street

Telephone: work (614)365-5000
home ()

City, County, State, Zip:

Columbus, Franklin, Ohio, 43215

E-mail:

2. Name of Person Representing the Party Filing Charge:

(Representative must file a Notice of Appearance form.)

Julie C. Martin, Esq., Mitchell L. Stith, Esq., Scott Scriven LLP

Address:

250 E. Broad Street, Suite 900

Telephone:

(614)222-8686

City, State, Zip:

Columbus, Ohio, 43215

E-mail:

julie@scottscrivenlaw.com; mitch@scottscrivenlaw.com

3. Party Against Whom This Charge is Brought: (Check Only One)

☒ Employee Organization/Union ☐ Employer ☐ Other _____

Name:

Columbus Education Association, OEA/NEA

Address:

929 E. Broad Street

Telephone:

(614)253-4731

City, County, State, Zip:

Columbus, Franklin, Ohio, 43205

E-mail:

4. Employer: (If different from item 1 or 3)

Address:

Telephone:

()

City, County, State, Zip:

E-mail:

5. Basis of Charge: Check all the boxes that apply. (See item #5 on the instructions for a link to the information needed to complete this section).

Charges against employers: (A)(1) ☐ (A)(2) ☐ (A)(3) ☐ (A)(4) ☐ (A)(5) ☐ (A)(6) ☐ (A)(7) ☐ (A)(8) ☐

Charges against unions: (B)(1) ☐ (B)(2) ☒ (B)(3) ☒ (B)(4) ☐ (B)(5) ☐ (B)(6) ☐ (B)(7) ☐ (B)(8) ☐

Jurisdictional Work Dispute O.R.C. 4117.11(D) ☐

6. Statement of Facts: Provide a detailed statement of the facts explaining the alleged violation(s). Include who, what, where, when, how, and all dates. If you need more space, you may attach a separate sheet containing the Statement of Facts.

See attached.

A failure to provide the above information could result in the charge being dismissed for failure to provide a clear and concise statement.

DECLARATION

I declare that I have read the contents of this Unfair Labor Practice Charge and that the statements it contains are true and correct to the best of my knowledge and belief.

To distinguish originals, please do not use black ink for signatures.



3 AUG 2022

Signature of Person Confirming the Content of Form

Date

Mitchell L. Stith

Print or Type Name

THIS UNFAIR LABOR PRACTICE CHARGE WILL NOT BE ACCEPTED FOR FILING UNLESS THE PROOF OF SERVICE IS FULLY COMPLETED AND BEARS AN ORIGINAL SIGNATURE OF A REPRESENTATIVE OF THE PARTY FILING THE CHARGE.

PROOF OF SERVICE

I certify that an exact copy of the foregoing Unfair Labor Practice Charge has been sent or delivered to:

Columbus Education Association, OEA/NEA c/o Jeremy Baiman

(Name and complete address of party against whom this charge is brought)

225 East Broad Street, Columbus, OH 43215

By ☒ Regular U.S. Mail ☐ Certified U.S. Mail ☐ Hand Delivery ☐ Other _____

this 3rd (day) of August (month), 2022 (year).



Mitchell L. Stith

Signature of Person Confirming Service of Form

Print or Type Name

Columbus City School District Board of Education Unfair Labor Practice Charge Attachment

#6. Statement of Facts

The Columbus Education Association/OEA/NEA (“CEA”) and the Columbus City School District Board of Education (“Board”) have been parties to a collective bargaining agreement, the duration of which is from August 19, 2019 to August 21, 2022. On March 28, 2022, the parties began bargaining a successor agreement.

During the course of bargaining, CEA has engaged in a practice of bad faith bargaining through its failure to bargain about mandatory subjects of bargaining and its publishing of misinformation. While CEA’s conduct was pervasive and persistent, the Board is only bringing the following matters in its charge:

1. CEA spread misinformation when its president said that the Board refused to schedule dates to bargain in August 2022.

As background, the Board and CEA began negotiations in March 2022. The parties scheduled and held 19 collective bargaining sessions: March 28 and 29, April 4, 6, and 27, May 2, 9, 11, 16, and 23, June 8, 9, 13, 15, 23 and 29, and July 13, 27, and 28.

As early as June, CEA was pressing the Board to schedule dates in August, and the Board’s response was that the parties should meet on the scheduled July dates and then determine if additional dates would be necessary. At the July 13, 2022, negotiations session, a sidebar was held of the mediator, CEA president, CEA chief negotiator, Board counsel, and Chief Talent Officer. Again, CEA pressed the Board to schedule dates in August, and the Board’s response was that the parties should go forward with the two sessions scheduled on July 27 and 28 and then determine whether additional sessions would be necessary. The CEA president responded that the Board was refusing to meet in August. Board counsel responded that the Board was not refusing to meet in August and any such statement was incorrect. Instead, the Board wanted to proceed to bargain on July 27 and 28 and then determine whether additional sessions would be necessary. The day of negotiations concluded at that time with an agreement to meet again on July 27 and 28.

Minutes after the conclusion of the session, the CEA president posted a [video](#) on Facebook stating that the Board was refusing to schedule dates in August.¹ CEA then continued to [publish](#) this falsehood in [statements](#) to the press.²

2. CEA spread misinformation when it stated the Board left negotiations after just one minute on July 28, 2022.

The parties bargained on July 27, 2022, from 8:15 a.m. until 8 p.m. The parties returned to the bargaining table on July 28, 2022, at 8:15 a.m. The parties worked with and through the

¹ <https://fb.watch/eGIXOTBJWQ/>

² <https://www.dispatch.com/story/news/education/2022/07/26/columbus-education-association-says-its-far-apart-new-contract/10151718002/>; <https://www.10tv.com/article/news/education/columbus-teachers-union-threaten-10-day-strike-contract-negotiations/530-67b75f35-9e16-4737-9c82-375ff5f2fdce>

mediator throughout the day on July 28, 2022. At approximately 3:30 p.m., more than 7 hours after the parties began bargaining that day, the Board presented its final offer to CEA.

Following that session, the CEA president posted a [video](#) on Facebook that the parties only met in a joint session for one minute. While the parties were only in the same room together for one minute, they had spent more than 7 hours in negotiations that day. The CEA president published this misleading narrative, and then CEA continued to misrepresent these events in [statements](#) to the press.³

3. CEA failed to bargain in good faith regarding compensation.

CEA made an initial proposal on compensation on March 28, 2022, for an increase at each step of the salary schedule as follows:

2022-2023 – 8%

2023-2024 – 8%

2024-2025 – 8%⁴

On May 23, 2022, the Board provided a comprehensive counteroffer to CEA addressing all economic issues that included the following salary increase:

2022-2023 – 2.25%

2023-2024 – 2.25%

2024-2025 – 2.25%

On June 29, 2022, CEA provided the Board with a counterproposal that maintained its initial proposal on compensation – 8%, 8%, 8%. The Board made repeated requests for an actual counterproposal from CEA on compensation, and CEA refused to provide one.

In an attempt to keep the bargaining process moving, the Board took the rare move of countering against itself, and on July 27, 2022, the Board provided a comprehensive counteroffer on all remaining issues that included the following salary increase:

2022-2023 – 2.5%

2023-2024 – 2.5%

2024-2025 – 2.5%

CEA refused to provide any economic counter to the Board, and throughout 19 sessions of bargaining, CEA maintained its initial proposal on salary increases at 8%, 8%, 8%. Because CEA would not engage in meaningful bargaining about economic issues and because the parties

³ <https://fb.watch/eGmsTtdWPU/>; <https://abc6onyourside.com/news/local/columbus-city-schools-board-of-education-gives-final-contract-offer-to-columbus-education-association-talissa-dixon-president-jennifer-adair-franklin-county-central-ohio>

⁴ The CEA Initial Proposal also included significant other economic issues, including the hiring of additional staff and Board increased costs related to health insurance.

had reached impasse on all remaining language issues, the Board made a final offer. In that final offer, the Board again countered against itself. The Board considered all comparable data across central Ohio for teacher contracts and data collected and reported by SERB and made an offer that is above the average increases for teacher salaries. The Board's final offer on compensation was as follows:

Salary schedules shall reflect the following increases at each step, effective at the beginning of each school year:

2022-2023: 3.0%

2023-2024: 3.0%

2024-2025: 3.0%

Hourly rates shall increase by the percentages identified above in the following sections: Articles 903, 904, 1010 and 1105.

Stipend

To address recruitment and retention challenges in light of the COVID-19 pandemic, all eligible teachers shall receive one lump sum payment of five hundred dollars (\$500) within sixty (60) days of Board approval of this Agreement, five hundred dollars (\$500) in the first pay in May 2023, five hundred dollars (\$500) in the first pay in October 2023, and five hundred dollars (\$500) in the first pay in May 2024. An "eligible" teacher is a CEA bargaining unit member who received pay on the payroll date immediately preceding the date on which the stipend is made. The fact that the stipend is paid in one school year shall not be evidence of a reduction in salary in a future year.

4. CEA spread misinformation about the Board's final offer.

On August 2, 2022, CEA [published](#) on its Facebook page the following statement about the Board's final offer that contains numerous inaccuracies.⁵ Specific examples of the falsehoods are listed below:

Misinformation: The Board's "final offer" does not include "smaller class sizes, even though the class size numbers show it would not be an additional cost."

Facts: The Board's final offer does include smaller class sizes. The Board proposed to phase in a reduction of class size in Grades Kindergarten – Fifth grade. The final offer also included that except in certain activity type classes such as computer, physical education and

⁵ <https://fb.watch/eGmAZe4XST/> (link to full interview: <https://www.iheart.com/podcast/76-brandon-boxer-73400390/episode/regina-fuentes-spokesperson-cea-negotiations-have-100402159/>). A CEA spokesperson provides commentary on the offer during a radio interview, but admits she has not seen the actual offer and does not know the specific details.

music, no high school teacher is to instruct more than 150 pupils per day exclusive of study halls. This guarantee had previously just been in a memorandum of understanding.

Misinformation: The Board's "final offer" does not include "our CEA positions are not outsourced to private, for-profit corporations from outside our community."

Facts: The Board's final offer includes two important provisions to protect CEA positions. First, it provides that prior to subcontracting work that has been typically performed by teachers, the CEA president will be notified, in writing, about the work to be subcontracted and the proposed start and completion dates. A meeting can then be held, where practical to do so, to determine the feasibility of performing the work in-house. The Board would ultimately make a final determination about subcontracting any work. Second, if the Board would determine to subcontract work, it would not layoff any members of the bargaining unit as a result of the subcontracting of work.

Misinformation: The Board's "final offer" does not include "functional heating and air-conditioning in classrooms, even though the board has the money to provide it without cost to the community."

Facts: The Board's final offer includes protections for all CEA members as it relates to providing a conducive learning environment for students and work environment for teachers and all other staff. The Board's final offer includes the following:

206.05 The parties agree that consistent with Board appropriations, building budgets and the district facilities plan(s), all school buildings should be provided with adequate resources and equipment in a safe infrastructure, with reasonable attention to lighting and snow and ice removal in school parking lots. The Board shall make reasonable efforts, taking into account timing, transportation, cost and other relevant considerations, to address lack of power, heat, air conditioning, or water in a building in a manner that is safe and promotes the well-being of students and teachers. Complaints about alleged non-compliance with EPA or OSHA regulations are subject to the following process, notwithstanding the provisions of R.C. 4167.10 (B)(1) regarding the existence of imminent danger: [process detailed in current collective bargaining agreement].

Misinformation: The Board's "final offer" does not include "a cap on the number of class periods during the school day."

Facts: CEA may be attempting to split hairs on this language because it is correct that the Board's final offer does not explicitly state how many class periods there will be at the middle and high schools, but the Board's offer does provide specific details about class periods as it relates to teacher duties and responsibilities. The Board's final offer provides:

Teacher Class Load

302.01 The class load for middle and high school teachers shall not exceed five (5) academic class periods per day and/or twenty-five (25) academic class periods per week. High school English teachers shall receive two (2) conference periods

per day. High School and Middle School teachers will have lunch for one academic class period.

The final offer also leaves teacher conference periods unchanged.

Misinformation: The Board’s “final offer” does not include “working conditions that recruit and retain the best educators for our students.”

Facts: The Board’s final offer includes significant provisions that will allow the Board to recruit and retain the best educators, including the following:

- Salary increases that exceed the average teacher increases across central Ohio and the state. Specifically, the Board’s final offer includes a wage increase of 3% for 2022-2023, 3% for 2023-2024, and 3% for 2024-2025.
- A retention and recruitment bonus of a total of \$2,000 paid out over four payments during the 2022-2023 and 2023-2024 school years.
- New paid family leave, above and beyond employees’ sick leave, for the birth, adoption or foster placement for purposes of adoption of a child. This leave will be available for the birth or adoptive/foster parent and for the non-birth parent.
- An exploratory team, made up of CEA members and administrators to investigate research-based best practices for bringing together academics, health and social services, youth and community development and community engagement.
- A commitment that new and renovated elementary buildings will be designed with rooms for art and music classes.
- More flexibility and time for special education lead teachers to write IEPs, and more time for special education lead teachers and related service providers to attend IEP meetings and complete IEP paperwork.
- Three induction days for all new teachers in the district paid at their daily rate of pay.
- Customized professional development, in consultation with department based team members, in the following areas: adapted physical education, related service providers, school psychologists, social workers, counselors, library media specialists, unified arts, early childhood education, and nurses.
- For the life of the agreement, 15 full-time CEA bargaining unit members will serve as social emotional learning practitioners. Consistent with Board Guardrails 2 and 4, the role of these bargaining unit members will be to support the development, implementation and sustainability of an equity-centered social, emotional, and academic learning framework.
- A continuing education program in which teachers can complete coursework at Board expenses for high needs licensure, certification and/or endorsement areas. Upon completion, teachers may then volunteer to be assigned to high needs positions and will receive up to \$10,000 in stipends.

Columbus City Schools Board of Education
FINAL OFFER
Offered as a Package – Accept or Reject in its Entirety
July 28, 2022

All Conceptual Agreements (see attached) and the following:

Board Proposal 5

Terminate MOA on p. 150 of CEA book (Eight-Period Day in High Schools), MOA dated March 31, 2009, p. 151 of CEA book (Eight-Period Day in High Schools and Middle Schools), and Letter dated March 30, 2011 of CEA book (Elementary lunch period).

Article 204

Length of ~~School~~ Work Day.

204.01 ~~Elementary school teachers shall normally be on duty thirty (30) minutes before classes begin, and middle and high school teachers shall normally be on duty fifteen (15) minutes before classes begin.~~ Teachers shall normally remain on duty until they have completed their professional duties, but in no event shall they leave the school prior to fifteen (15) minutes after the close of the scheduled student school day. It is understood that when split sessions are in operation, teachers will leave the schools after their students as soon as possible after 6 p.m.

204.02 The length of the student school day for all elementary schools shall normally be five and one-half (5 ½) hours per day, excluding the lunch period.

204.03 The length of the student school day for all middle and high schools shall normally be seven (7) hours per day, including one (1) class period for lunch. ~~Middle and High Schools shall normally be in session from 8:30 a.m. until 3:30 p.m.~~

204.04 Except as provided elsewhere in this Agreement, the regular work day for all full-time teachers is to be seven and one-half (7 ½) hours. Such seven and one-half (7 ½) hours shall include a ~~thirty minute~~ duty-free lunch period and planning- preparation time. Teachers may contract individually with the Board for extra- duty assignments that may extend beyond the seven and one-half (7 ½) hour day. Full-time hourly-rated teachers and those members of the bargaining unit not assigned to a regular school staff shall have a regular workday not to exceed eight (8) hours. In no event shall a teacher's workday begin before 7:15 a.m. or end after 6:45 p.m. except as specifically provided elsewhere in this Agreement, unless the teacher so elects from time to time, or unless the teacher elected employment for, or chose assignment to, a position with a posted work day beginning before 7:15 a.m. or ending after 6:45 p.m.

~~Kindergarten teachers employed on a half-time contract shall have their responsibilities as established in this article reduced as nearly as practical by fifty (50) percent, recognizing that the student day in a.m. kindergarten classes in many elementary schools has a duration of three (3) hours. Teachers will be given at least fourteen (14) days notice before their work schedule is changed.~~ Notification to teachers of a change of school day start and end times, for the following school year, shall be made prior to the beginning of the Article 211 process. Upon

written notification to the Board, a teacher may request a voluntary staff reduction as the result of a change to school day start and end times.

204.05 In schools that vary their schedules from the normal-typical teacher work day ~~of 8:15 a.m. to 3:45 p.m. or from the normal student day of 8:45 a.m. to 3:30 p.m. in elementary schools and 8:30 a.m. to 3:30 p.m. in middle and high schools~~, teachers shall be provided lunch periods, conference periods, and other released-time periods stipulated by this Agreement for various assignments approximately equal in minutes per week to those periods provided teachers in schools on normal-typical schedules. Nothing in this provision shall prohibit the Board from developing innovative programs ~~and schedules~~ in certain schools so long as the staff in such a school, by secret ballot, votes approval of such innovation, provided no teacher is required to work in excess of the provisions of Section 204.04 above and provided no teacher is required to work in excess of the teacher's regular contract year. Prior to any such secret ballot vote, the Association Building Council shall study the proposed innovative programs ~~and schedules~~ and shall make recommendations to the staff.

204.06

- ~~A.~~ The lunch schedule ~~for each elementary school~~ shall be developed (if possible) by agreement between the principal and the Association Building Council. Absent an agreement, the final determination shall be made by the principal.
- B. No elementary teacher shall be deprived of at least a thirty (30) minute uninterrupted, duty-free lunch period in the context of a sixty (60) minute student lunch period.
- ~~C.~~ ~~Notwithstanding Paragraph B above, the thirty (30) minute duty-free lunch period may be interrupted if the Administration determines that it is feasible, and an elementary school staff, by majority in a secret ballot vote, elect a forty-five (45) minute lunch period. Such forty-five (45) minute lunch period shall remain in effect for the remainder of the school year and shall continue the following school year unless the Administration determines such continuation is not feasible or the staff elects not to continue the forty-five (45) minute lunch period the following school year.~~

~~**204.07** It is understood by the parties that during the term of this Agreement, elementary school schedules may be adjusted in order to accommodate transportation needs provided the normal pupil day shall not begin before 8:30 a.m. not later than 9:00 a.m. In addition, the normal teacher work day, as provided in Section 204.04 and the normal length of the school day, as provided in Section 204.02 shall not be exceeded.~~

~~**204.08** In the event a court-ordered pupil reassignment plan is implemented, the starting times for schools will be staggered as needed by the Office of Management Services in order to provide for the efficient utilization of buses. It is expected that schools may begin operation as early as 7:30 a.m. or as late as 9:30 a.m. The lunch schedule for elementary schools may vary between 45 minutes and 1 hour and 15 minutes and may be modified by the Office of Management Services. Such modification by the Office of Management Services shall only be made on a school-by-school basis where the need exists to accommodate bus schedules. No teacher shall be deprived of at least thirty (30) minute uninterrupted duty-free lunch period. The thirty (30) minutes before classes and fifteen (15) minutes after classes provided in Article 204.01 will normally be changed to forty-five (45) minutes before classes and fifteen (15) minutes after classes in elementary schools with a one-hour lunch period established as a result of this provision.~~

Article 301

Class Size

301.01

5. Except in certain activity type classes such as computer, physical education and music, no high school teacher is to instruct more than ~~180~~ 150 pupils per day exclusive of study halls. The reorganization necessary to comply with this standard will be completed by October 1.

Article 302

Teacher Class Load

302.01 The class load for middle and high school teachers shall not exceed ~~six (6)~~ five (5) academic class periods per day and/or ~~thirty (30)~~ twenty-five (25) academic class periods per week. ~~The class load for high school English teachers shall not exceed five (5) class periods per day and/or twenty-five (25) class periods per week.~~ High school English teachers shall receive two (2) conference periods per day. High School and Middle School teachers will have lunch for one academic class period.

302.03 Current contract language.

302.05 Current contract language.

*Note that these same changes will need to be made under Association Building Council provisions.

Board Proposal 10

211.07 Instructional Rounds

Instructional ~~R~~Rounds are defined as a tool used for nonevaluative observations of a teacher by another teacher or administrator for the purpose of improving student instruction, practice and student learning.

- A. Instructional ~~R~~Rounds and all other tools used for nonevaluative teacher observation shall not be used by the district and/or its agents to supplant, modify or otherwise compromise the standards, procedures and instruments for teacher evaluation recognized and contained within this Agreement.
- B. Instructional ~~R~~Rounds and all other tools used for non-evaluative teacher observation shall not be used by the district and/or its agents to supplant, modify or otherwise compromise the content of any part of this Agreement.
- C. Any written document generated as a result of ~~I~~Instructional ~~R~~Rounds or any other non-evaluative teacher observation shall remain the property of the observer. Said property, whether written or verbal, should not be disclosed or attributed to any individual or classroom. This property, written or verbal, shall not become part of any teacher's personnel file or evaluation.

- D. If either party wishes, the parties will meet to ensure that ~~Instructional Rounds~~ protocols are implemented in a manner consistent with the expression and spirit of this section. If consensus cannot be reached following this meeting, either party can issue a written notice to suspend ~~Instructional Rounds~~ until there is mutual agreement that the resumption of ~~Instructional Rounds~~ will be implemented with the expression and spirit of this section.
- E. Bargaining unit members involved in ~~Instructional Rounds~~ shall be provided with appropriate training in ~~Instructional Rounds~~ protocols and adequate time for the meetings and observations to occur within the work day.
- F. The professional ~~Instructional Rounds~~ team shall include the Senior Association Faculty Representative or Association designee.
- G. This Section does not limit or apply to administrator nonevaluative observations in classrooms/buildings or work of ~~non-classroom Teachers on Special Assignment (TOSAs) coaches and coordinators~~ who support instructional improvement ~~(e.g., school improvement coaches, instructional coaches, curriculum coordinators, and special education coordinators).~~

Board Proposal 18

NEW ARTICLE

###.01 Online Learning ~~Instruction~~

- A. All bargaining unit members working with online learning students will be provided with technology hardware, ~~and~~ software, and professional development necessary to complete job duties. Requests for technology shall be made to the bargaining unit member's immediate supervisor.
- B. Bargaining unit members who provide instruction in an online format will record the direct instruction portion of lessons (inclusive of relevant discussion and questions/answers) during the video-conferenced portion of the lesson and place on the District's learning management system for students and parents to review. With prior approval of a supervisor/principal, a bargaining unit member, in their professional judgement, may choose not to record and/or post a lesson.
- C. Bargaining unit members working with students online shall make a good faith effort to protect student information and data, including reasonable security measures such as using password protection and physically securing the device. Bargaining unit members acting in good faith to protect student information and data will be held harmless by the Board for any data breach.
- D. If any disciplinary situation arises in connection with delivery of live instruction online including any alleged violation of FERPA or Board policy, the Administration will hold the bargaining unit member(s) harmless so long as the bargaining unit member(s) acted in good faith with the best interest of students in mind in a manner consistent with the bargaining unit member(s) job description and within the scope of employment and responsibilities. Additionally, should a bargaining unit member, acting in good faith as described above, need to defend their action in front of a licensing agency in the State

of Ohio, including but not limited to the Ohio Department of Education, then upon the employee's request, the District shall provide a letter of support for the bargaining unit member. The bargaining unit member as well as a CEA designee shall review the letter prior to it being provided to the department/agency.

- E. Bargaining unit member content may be used by the Board for purposes other than instruction of Board students (or a Board or law enforcement investigation) with prior written notification to the bargaining unit member and CEA President.

###.02 Online Learning Programs Structure

- A. ~~Beginning with the 2023-2024 school year, a~~ All teachers, ~~full time~~-intervention specialists, ~~and full time~~-unified arts teachers, and related service providers assigned to an online learning program will, to the extent feasible given existing space limitations, ~~shall~~ be housed at Board worksites based upon the following grade bands: K through five (5); grades six (6) through eight (8); grades nine (9) through twelve (12).
- B. For the purpose of required student testing which must be completed in-person, testing shall occur with the support of the student's teacher of record. If it is not feasible for a student to test with their teacher of record, the CEA President or designee and the Superintendent's designee shall meet prior to the testing date with the intent of reaching agreement on an alternative testing plan.
- C. For purposes of Articles 202, 203, 205, 301, and 302, ~~as well as the Memorandum of Understanding titled "Eight Period Day in High Schools and Middle Schools" between the parties,~~ the grade bands of PreK-8 and 9-12 will be considered separate "buildings".

###.03 Online Learning Courses Method of Instruction

- A. ~~The District may offer remote learning classes (all students remote) and distance learning classes (some students in person and some students remote). Such classes shall be intended to expand course offerings. Teachers may be assigned to remote learning classes as a part of their class load. Teachers may elect to teach remote learning and/or distance learning classes. Bargaining unit members may elect employment for, or choose assignment to, a position that, at their sole discretion and in limited circumstances, may elect to~~ provides in-person learning and live-streaming to a remote location at the same time for class(es). A staff member will be present with students participating remotely in a school building. ~~Requests to teachers to provide voluntary live-streaming shall be intended to expand course offerings and shall be limited to the following courses in grades 9-12: Level four (or higher) foreign language (other than Spanish or French levels 1 – 3), AP, IB, CTE, Statistics and Social Justice, and College Credit Plus.~~
- B. If deemed an appropriate accommodation as the result of a 504 or IEP team meeting, due process or mediation case, a bargaining unit member may be required to provide live instruction to certain students who are remote while also providing in-person instruction.

###.04 Student Support Center

Bargaining unit members assigned to the Student Support Center shall be housed at one Board work location. The Student Support Center shall be considered a building consistent with the provisions of section ###.02(C). All other provisions of this Article shall apply to Student Support Center bargaining unit members.

Board Proposal 19

NEW ARTICLE

Calamity Days and Remote Learning

~~____.01 Any time the District transitions to remote learning from in-person learning on a districtwide, building, program, equity based and/or classroom basis, the District will provide notice to the impacted CEA bargaining unit members as soon as practical. The Superintendent has the sole discretion to officially close on a districtwide, building, program, equity based and/or classroom basis owing to disease epidemic, hazardous weather condition, or other public calamity. Temporary incidents of extreme temperatures, power outages, plumbing issues or other building maintenance emergencies, weather conditions that impact student transportation, quarantines mandated by local, state, or federal agencies, serious safety concerns, civil unrest, or other unforeseen emergencies which necessitate district closure on a classroom, program, building, or district basis shall be declared calamity days. Such calamity days shall be declared by the Superintendent.~~

~~____.02 Notification to teachers of a calamity day or remote day to teachers shall be made as soon as practicable.~~

~~____.03 Teachers shall not be required to complete Board work on calamity days. Student learning during calamity days shall be governed by annual memorandums between the Board and Association pursuant to Ohio Revised Code Section 3313.482.~~

~~____.04 Anytime a closure at the classroom, program, building, or district level exceeds three (3) consecutive school days, the board may transition from in-person learning to remote learning. Notice to teachers of a transition to remote learning shall be provided no later than twenty-four (24) hours before the bargaining unit members' required reporting time. The Superintendent has sole discretion to move between remote and in-person learning on a districtwide, building, program, equity based and/or classroom level. Remote learning is not considered closure for purposes of calamity.~~

~~____.02 ____.~~05 While providing remote learning, teachers will perform work consistent with their job assignment. During temporary remote learning, the provisions of _____.01(A), _____.01(C), _____.01(D), and _____.01(E) shall apply. [Note: THIS IS A REFERENCE TO NEW ARTICLE SECTION TITLED "ONLINE LEARNING"]

~~____.06~~ On their first designated remote learning day, teachers will work remotely from home, will engage in planning, but will not be required to provide student instruction. On their second designated remote learning day, teachers will work remotely from home and will provide students with a synchronous check-in and asynchronous learning activities. All additional remote learning days during a school year. Remote learning days shall consist of synchronous (live instruction and group or individual student work so long as the teacher is available for real-time interaction) and asynchronous (content-aligned, grade level appropriate content planned and organized by the teacher which allows for student-directed learning and does not include real-time interaction). For each bargaining unit member, the amount of total daily time allotted

to synchronous instruction during a remote learning day shall not exceed the contractually allotted amount of total daily student instruction time during an in-person learning day.

~~____.03 ____~~.07 While providing remote learning, teachers will report to their worksites, ~~or other location as identified by their principal or supervisor~~, so long as conditions permit teachers to safely do so. Should conditions not permit teachers to safely report to their worksite, the Superintendent shall ~~declare a calamity day(s)~~, identify another district worksite or allow teachers to work remotely from home.

~~____.08~~ No components of a teacher's evaluation shall occur during remote learning. The impact of a transition to remote learning on teacher evaluation shall be determined by the Joint Evaluation Panel.

~~____.09~~ Notification to teachers of a transition from remote learning to in-person learning shall occur no later than the end of the previous teacher workday.

Board Proposal 25

Article 1603

Duration of Agreement

This Agreement supersedes the Agreement which expired on ~~August 18, 2019~~August 21, 2022, and any amendments to such Agreement. This Agreement shall become effective at 12:01 a.m. on ~~August 19, 2019~~August 22, 2022, and shall continue in full force and effect until midnight of the day before the first regular teacher contract day of the ~~2022-2023~~2025-2026 school year.

Grievances:

Upon execution of this agreement, CEA will dismiss with prejudice the following grievances:

CE09242021-09, Whetstone Grievance

CE927202110, Classroom Reassignment Grievance

CE11012021-13, Waterford Grievance

CE2122-34, Graduation Alliance

CE2122-36, Graduation Alliance

CE2122-39, Waterford #2

CE 2122-40, Sylvan Learning

CE2122-41, Varsity Tutors

CEA Proposal 1

Article 101 Recognition

101.01 Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for all teachers of the District. For purposes of this Agreement, the term "teachers" shall mean the certificated teaching employees of the Columbus City School District including, but not limited to, certificated/licensed teachers, nurses, occupational therapists, physical therapists, dental hygienists, full-time (minimum of six (6) hours per day and a minimum of thirty-seven (37) weeks per year) hourly-rated teachers, part-time employee positions that are scheduled for more than twelve (12) hours each week during the school year and require licensure from the

Ohio Department of Education (“part-time teachers”), part-time hourly-rated tutors who work regularly during the majority of the school year, latchkey teachers and instructional support substitutes. “Teachers” shall also mean other regular full-time professional staff members except classified and civil-service type personnel and except instructional assistants and educational media aides. Members of the bargaining unit as defined above may hereinafter be referred to as “teachers” or “members of the bargaining unit.” However, only those provisions of this Agreement which are specifically identified as applicable to hourly-rated tutors, latchkey teachers, instructional support substitutes, and part-time teachers shall apply to such employees. The bargaining unit shall include a person hired as a regular contract teacher who (a) fails to pass the appropriate PRAXIS test(s) within the first sixty (60) work days and (b) serves in the same assignment for more than forty-five (45) days so long as the person is continued in that same assignment. All employees herein defined as teachers shall be members of the bargaining unit, but said bargaining unit shall exclude the Superintendent, Deputy Superintendent, assistant Superintendents, principals, assistant principals, and other administrative or supervisory personnel. “Other administrative or supervisory personnel” shall include any certificated or professional employee having the authority to responsibly direct other certificated or professional employees and the authority to hire, transfer, assign, promote, discharge or discipline other certificated or professional employees, or to responsibly recommend such action. ~~If the Board of Education reassigns or removes the work of student safety specialists from the bargaining unit, the Board of Education shall have the obligation to bargain with the Association about the effect(s) of the Board’s decision.~~

101.02 Subcontracting

A. Prior to subcontracting work that has been typically performed by teachers as defined in section 101.01, the Superintendent or designee shall notify the President of the Association, in writing, about the work to be subcontracted and the proposed start and completion dates. At the request of the President of the Association, a meeting will be held, where practical to do so, with the Superintendent and/or designees to determine the feasibility of performing the work in-house. The Board retains the right to make the final determination about subcontracting any work.

B. During the term of this Agreement the Board shall not layoff any members of the bargaining unit as a result of the subcontracting of work being performed by members of the bargaining unit, whether such a resulting layoff actually precedes or follows the initiation of the subcontracted work.

CEA Proposal 3

CEA Proposal 3:

206.05 The parties agree that consistent with Board appropriations, building budgets and the district facilities plan(s), all school buildings should be provided with adequate resources and equipment in a safe infrastructure, with reasonable attention to lighting and snow and ice removal in school parking lots. The Board shall make reasonable efforts, taking into account

timing, transportation, cost and other relevant considerations, to address lack of power, heat, [air conditioning](#), or water in a building in a manner that is safe and promotes the well-being of students and teachers. Complaints about alleged non-compliance with EPA or OSHA regulations are subject to the following process, notwithstanding the provisions of R.C. 4167.10 (B)(1) regarding the existence of imminent danger:

CEA Proposal 6 and Board Proposal 9

Article 211

Assignments and Transfers

211.01 Posting and Filling Vacancies

- A. Current Contract Language
- B. Current Contract Language
- C. Current Contract Language
- D. Current Contract Language
- E. Current Contract Language
- F. Current Contract Language
- G. Current Contract Language
- H. Current Contract Language
- I. Current Contract Language

~~[J. In Round 2 of the process to fill vacancies, current part time teachers and external candidates shall be permitted to apply for a vacant full time position.](#)~~

211.03 Staff Reductions

- A. Current Contract Language
- B. Grade level categories in an elementary school shall be kindergarten ~~and grades 1~~ through [grade 5 for K-5 buildings, kindergarten through grade 6 for K-6 buildings, and kindergarten through grade 5 and grade 6 through grade 8 for K-8 buildings.](#)

Identification of staff reduction teachers shall be based upon grade level assignment prior to reorganization for the following school year.

- C. Current Contract Language
- D. Current Contract Language

~~[E. A teacher shall not be designated for staff reduction transfer if such teacher's transfer would result in a racial balance less than the minimum racial balance practiced in the school system during recent years.](#)~~

- F. Current Contract Language
- G. Beginning with and during the term of this Agreement, in the event the Administration determines that staff reduction is necessary in the city-wide programs listed below, and as further delineated in a September 1, 1983 memo (amended June 3, 1992) from the Office of Labor Relations to the Association, teachers who are staff reduced and continue on paid status shall have reassignment rights to such city-wide programs for thirty-six (36) months. Reassignment shall be on the basis of seniority as measured from the most recent date of employment by the Board as a member of the Association bargaining unit without regard for unpaid leaves since such date.

Elementary Field Librarians
 Elementary School Counselors
 School Social Workers
 Professional Specialists
 Special Education Teachers (per same program listing as
 Special Education Coordinators)
 Special Education Consultants
 Work Study Coordinators
 School Nurses
 Staff Development/Human Relations
 Psychologists
 Occupational Therapists
 Physical Therapists
 Student Safety Specialists

211.04 Job Fair

Any positions remaining vacant after ~~August 15~~[April 1](#) will be staffed with unassigned personnel. One job fair shall be held before the start of the school year. Persons may bid for vacancies on the basis of certification and seniority, except in no case may a person bid on a vacancy that a person previously held or has been previously denied during the same school year. The Human Resources Department shall make the final assignment decisions. Vacancies filled through job fair and assignment shall be considered filled for two school years. At the end of the second school year those teachers shall be considered staff reduced.

211.05 Miscellaneous

- A. Current Contract Language
- B. Current Contract Language
- C. Current Contract Language
- D. Teachers shall not be involuntarily assigned outside the scope of their teaching certificates/licenses or their major or minor field of certification/licensure, except in an emergency situation. Such emergency assignment shall not continue beyond the remainder of the contract year.
- E. Current Contract Language

Article 1015 Other Provisions The following provisions of the current Agreement shall be considered to be a part of this Chapter 1000 [\[tutors\]](#): 101, 102, 103, 104, 105, 106, 107, 108, 109.03, 110, 111, 202.05, [211.01](#), 401.17, 802, 810 (except 810.02(B)), 813, 901.13, Chapter 1400, and Chapter 1500.

Article 1111 Other Provisions The following provisions of the current Agreement shall be considered a part of this Chapter 1100 [\[latchkey teachers\]](#): 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, 109.08, 109.11, 109.12, 110, 111, 202.05, [211.01](#), 403, 404.01, 404.06, 404.07, 701.01(A), (B), (D), 701.02(A), (B), (C), 701.03, 701.04, 701.05, 701.06 (A), (B), (C), (F), 802, 803, 804, 805, 810, 812, 815, 901.13, Chapter 1400, and Chapter 1500.

1301.03 The following provisions, and only the following provisions of this Agreement, apply to part-time teachers: Articles 102, 103, 104, 105, 106, 109.02, 109.03 (A–H), 110, 111, [and 211.01](#). This Chapter 1300 eliminates and supersedes any and all past practices of the parties or either of them existing prior to or as of the 2009–10 school year with respect to part-time teachers.

CEA Proposal 7

Memorandum of Understanding

The Columbus City Schools Board of Education (“Board”) and the Columbus Education Association (“CEA”) hereinafter referred to as “the parties” agree to the following:

1. For the 2022-2023, 2023-2024 and 2024-2025 school years only, the Board of Education shall employ two (2) full-time bargaining unit members as Family and Community Engagement Coordinators. Consistent with Board Guardrails 2 and 4 and CEA’s commitment to Family & Community Partnerships, these Coordinators will work closely with the School Building Administrators, Building Leadership Teams, and other school personnel, community partners, and families to coordinate services aimed at removing barriers to student learning and improving the health and quality of life in the school and community for all stakeholders.
2. The District will establish the Partnership Development Team (“the Team”) that will work to address how partners may assist in overcoming barriers to student success and achievement. While the Team is in place and operating, the CEA President will appoint up to twenty-five percent (25%) of the members from a broad spectrum of CEA positions. Small working groups may emerge from the Team’s work to workshop, research, and draft proposals or solution focused action steps to bring back to the Team. CEA members of the Team may volunteer for any small working group.
3. An Exploratory team, made up of five (5) members appointed by the Superintendent and five (5) members appointed by the Association President, will be established to investigate research-based best practices for bringing together academics, health and social services, youth and community development and community engagement. The team will prepare a report of its findings to the Superintendent no later than December 31, 2024.
4. This Memorandum of Understanding expires on the last teacher contract day of the 2024-2025 school year.

For the Columbus Board of Education

For CEA

CEA Proposal 8

Article 301

Class Size (pages 33-34)

301.01: Classes shall be organized and maintained in compliance with the Administrative Policy on Class Size and the class size limitations provided in such policy dated August 31, 1992, or as modified in compliance with the provisions included in such policy as shown below:

Administrative Policy on Class Size

Effective August 1, 1997

The following shall constitute the Administrative Policy on Class Size of the Columbus City Schools.

1. All school and grade level regular elementary classes (kindergarten and grades 1-5) will be organized in each school building on the basis of approximately 25 pupils per classroom teacher. Variations will be necessary because of different grade level enrollment totals. Classes which exceed 30 pupils on October 1 will be reduced so that no class will exceed 30 pupils except that if the teacher(s) involved so elect and the principal so elects, a given class(es) may exceed 30 pupils as an alternative to reorganization of the classes within the given school (29 pupils rather than 30 pupils beginning in 1998-1999 for grade K-3; 28 pupils beginning in 2020-21 for grade Kindergarten; 27 pupils beginning in 2021-22 for grade Kindergarten and 28 pupils beginning in 2021-22 for grade 1. **BEGINNING IN 2022-23, 27 PUPILS FOR GRADE KINDERGARTEN AND GRADE 1 AND 28 PUPILS FOR GRADE 2; BEGINNING IN 2023-24, 27 PUPILS FOR GRADE KINDERGARTEN - GRADE 2 AND 28 PUPILS FOR GRADE 3; BEGINNING IN 2024-25, 27 PUPILS FOR GRADE KINDERGARTEN - GRADE 3 AND 28 PUPILS FOR GRADE 4. PHASE IN OF CLASS SIZE REDUCTION WILL CONTINUE UNTIL THE MAXIMUM CLASS SIZE IS 27 PUPILS FOR GRADES K-5).** ~~Phase in of class size reduction will continue until the maximum class size is 27 pupils for grade K-3).~~
- Remainder of Section 301.01: Current contract language.

CEA Proposal 9

Article 302, Teacher Class Load: Current contract language.

CEA Proposal 11

Article 307, Elementary Art, Vocal Music and Physical Education Programs: Current contract language.

CEA Proposal 15

Article 607, Kindergarten Teachers: Current contract language.

CEA Proposal 16

Article 609, Student Support Service Provider Caseloads: Current contract language.

CEA Proposal 19

Article 806, Health Benefits: Current contract language.

CEA Proposal 20

Article 903, Supplemental Hourly Rate: Current Contract Language.

CEA Proposal 22A

Article 1504, Tax Abatements and Exemptions: Reject Association Proposal.

CEA Proposal 22B

Salary schedules shall reflect the following increases at each step, effective at the beginning of each school year:

2022-2023: 3.0%

2023-2024: 3.0%

2024-2025: 3.0%

Hourly rates shall increase by the percentages identified above in the following sections: Articles 903, 904, 1010 and 1105.

Stipend

To address recruitment and retention challenges in light of the COVID-19 pandemic, all eligible teachers shall receive one lump sum payment of five hundred dollars (\$500) within sixty (60) days of Board approval of this Agreement, five hundred dollars (\$500) in the first pay in May 2023, five hundred dollars (\$500) in the first pay in October 2023, and five hundred dollars (\$500) in the first pay in May 2024. An “eligible” teacher is a CEA bargaining unit member who received pay on the payroll date immediately preceding the date on which the stipend is made. The fact that the stipend is paid in one school year shall not be evidence of a reduction in salary in a future year.

CCS BOARD Counterproposal
March 28, 2022 1PM

CEA Proposal #2
Article 206
Teaching Environment and New Buildings (page 19)

~~206.15 The Parties agree to create a joint committee under Article 506 to determine by May 1, 2018, where and how it would be possible to provide each staff member a secure location, cabinet, locker, or drawer in which to lock personal items and/or confidential files. The joint committee shall take into consideration the staff members' need to protect their personal possessions and personally identifiable student information, existing secure spaces, the varying space configurations of buildings, and costs of possible solutions. "Staff member" for purposes of this section 206.15 shall be determined by the joint committee.~~ BEGINNING WITH THE 2023-2024 SCHOOL YEAR, TEACHERS WILL BE PROVIDED A SECURE LOCATION (E.G., CABINET, LOCKER, OR DRAWER) IN WHICH TO LOCK PERSONAL ITEMS AND/OR CONFIDENTIAL FILES.

CA (3/28/2022 @ 3:00 PM)

**Columbus City Schools Board of Education
And Columbus Education Association
Conceptual Agreement
March 28, 2022 4 p.m.**

Board Proposal 3

Article 110

Grievance Procedure

110.02 Each grievance shall be processed in the following manner:

Step 1.

- A. Within ten (10) school days after the occurrence of the incident, which is the subject of the grievance, the teacher involved will reduce the grievance to writing, on a form provided by the Board and will present it to the building principal. Upon receipt, the principal will email to or place a copy of the grievance in the Association faculty representative's school mailbox.
- B. Within four (4) school days after the grievance is submitted, the building principal will discuss the grievance with the teacher involved and attempt to resolve it.
- C. Within four (4) school days after this meeting, the principal shall notify the grievant of the decision in writing on the grievance form. Notification may be provided by email.

Step 2.

If the grievant is not satisfied with the decision concerning the grievance at Step 1, the teacher may, within four (4) school days of receipt of such decision ~~request the principal to forward the grievance to the Superintendent. Upon such requests being made, the principal will forward the grievance to the Superintendent within two (2) school days.~~ forward the grievance to the Director of Labor Management and Employee Relations. -The Superintendent shall schedule a hearing within ten (10) school days of receipt of the grievance, and shall notify the grievant and the Association of the time and place of such hearing. Within five (5) school days after such hearing, the Superintendent, or the Superintendent's designated representative at such hearing, shall notify the grievant of the decision in writing.

110.03 The failure of a grievant to appeal any decision to the next step within the time set forth for such appeal shall constitute a waiver of the right of further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given. Any of the time limits established in this grievance procedure may be waived by mutual agreement of the parties.

110.07 As used above in this grievance procedure, the term "school day" shall mean a day when school is in session for students and teachers. If a grievance occurs in such a way that time lines would take the process beyond the end of the normal typical school year, or if a grievance arises during the summer break beyond the normal typical school year, the grievant parties, by mutual agreement, may opt for the grievance to proceed beyond the school year, in which case the term "school day" shall mean a weekday (Monday through Friday) excluding legal holidays.

Columbus Education Association
Counterproposal to Board's Proposal 24 (MOU)
April 4, 2022
Conceptual Agreement 4:30 PM

Article 1601

Amendment Procedures

The President of the Association and Superintendent may meet privately during the term of this Agreement for the purpose of discussing the amendment of this Agreement. In the event this discussion produces a mutual accord that a specific amendment is desirable, such proposal for amendment will be referred to the Joint Negotiation Committee and, if the amendment is mutually agreed upon by the joint committee, it will be submitted for ratification by the Board of Education and a policy-making body of the Association. No public discussion or disclosure of the desire for amendment shall take place prior to or unless mutually agreed to be submitted to the Joint Negotiation Committee.

Memorandum of Understanding

The Columbus City Schools Board of Education ("Board") and the Columbus Education Association ("CEA") hereinafter referred to as "the parties" agree to the following:

1. Beginning with the 2022-2023 school year, CEA and the Board shall convene a temporary committee for the purpose of reviewing CEA-Board Memoranda of Understanding, Memoranda of Agreement, Letters of Agreement, Letters of Understanding, or any other mutually agreed to provisions outside the parties' Master Agreement entered into prior to August 22, 2022 ("Memoranda") and Joint Committees. The CEA President and the Superintendent shall each appoint three (3) representatives to serve on the committee.
2. The committee shall review and catalog all CEA-Board Memoranda and Joint Committees to determine the status and utilization of such Memoranda and Committees and to make recommendations about such Memoranda and Committees.
3. A report regarding the Committee's recommendations shall be made to the Superintendent and CEA President no later than January 15, 2024. Following the issuance of the report, the committee shall be disbanded.

For the Columbus Board of Education

For the Columbus Education Association

Columbus Education Association
Counterproposal to Board Proposal 22 and CEA Proposal 21
April 4, 2022
Conceptual Agreement 5PM

Notes:

1. The parties agree that the Board's proposal regarding Article 911 is maintained as a separate proposal.

Deletion of Memorandum of Agreement- Pay for Extra Duties (page 157) and Memorandum of Agreement- Supplemental Contracts (page 157)

Article 901
Salary Policies

901.07 Credit for years of public school teaching experience shall be granted in full up to five (5) years and, for teachers hired on or after July 1, 2000, may be granted up to ten (10) years, inclusive of all years of activity military service in the armed forces as defined by R.C.3317.13. A "year" shall consist of at least one hundred and twenty (120) days for at least seven (7) hours per day during a school year. Public school teaching experience, for purposes of this provision, shall include teaching experience in all public schools, teaching experience in accredited armed forces and U.S. State Department Dependency Schools, and teaching experience in the Peace Corps and VISTA. Service credit may be given to physical therapists, school social workers, nurses, occupational therapists and speech therapists for private employment or self-employment prior to employment by the Board, with at least eight months' full-time employment or self-employment in a twelve-month period counting as one year.

Article 904
Full-Time Hourly Professional Employees

904.05 The following guidelines shall be followed in determining teaching years of experience for full-time hourly professional employees:

- A. All full-time previous Columbus City School District teaching experience is counted.
- B. A maximum of five (5) years experience out of the system with or without a degree.
 - 1. Includes military service.
 - 2. ~~Industrial~~ Relevant work experience can be counted if it is for twelve (12) months per year and above and beyond certification requirements.
- C. Full-time teaching experience if it is for 120 days or more per year.
- D. Teaching experience in public education institutions, maximum of five (5) years.
- E. Teaching in federally funded programs, such as: Concentrated Employment Programs, Neighborhood Youth Corps, Manpower Development and Training
- F. In order to be counted, federally funded programs must meet full-time teaching requirements: six (6) or more hours per day, five (5) days per week and thirty-seven (37) weeks per year
- G. Substitute teaching in Columbus City Schools if 120 days or more per year.
- H. Degree person held-recognize and give credit for ~~industrial~~ relevant work experience up to five (5) years.

Article 905
Pay for Extra Duties

905.01 During the term of this Agreement, teachers performing the following extra duty assignments shall be paid in accordance with the following schedule: (Payment shall be made in a single payment as soon as practicable following the completion of the performance of the extra duty. Payments shall be made on the sixth, thirteenth, fifteenth and twenty-first pay dates. Payment throughout each school year shall be determined on the basis of the BA minimum salary in effect on September 1 of each school year.)

A. After four (4) complete years of continuous service in an extra duty position, a teacher continuing in an extra duty position will be paid in accordance with Step 2 so long as service is continuous. Continuous service shall not be transferable between Group A and Group B. Teachers providing service under two (2) or more supplemental contracts must provide continuous service under two (2) or more supplemental contracts in order to be eligible for Step 2 under the additional contract(s).

B. The Superintendent and the President of the Association each shall appoint three (3) persons to a joint committee by thirty (30) days following ratification of this Agreement. The committee shall make decisions by consensus to revise the percentages in the supplemental salary scale contained in this Section 905.01 above based on relative levels of responsibility and number of participants in the three (3) prior school years in the activities and sports. The joint committee shall make its recommendations as soon as reasonably possible. Its recommendations shall not increase the total cost of supplemental salaries and shall include the following supplemental duties: JV Golf, JV Tennis, Middle School Girls Volleyball, Middle School Softball and Middle School Baseball. (The total cost of supplemental salaries may increase through changes in the base salary on which supplementals are calculated.) The recommendations of the joint committee shall be implemented if approved in a written memorandum by the Superintendent and President of the Association.

Assignment

Group A	Step 1(%)	Step 2(%)
Senior VARSITY Cheerleader Advisor <u>A Fall</u> (15 hours)	7.23%	8.68%
Senior VARSITY Cheerleader Advisor <u>B Winter</u> (15 hours)	7.23%	8.68%
<u>Senior Marching Band Director, Instrumental Music (40 hours)</u>	<u>15.23%</u>	<u>18.13%</u>
<u>Senior Varsity</u> Drill Team Advisor <u>A Fall</u> (15 hours)	6.18%	7.18%
<u>Senior Varsity</u> Drill Team Advisor <u>B Winter</u> (15 hours)	6.18%	7.18%
<u>Senior Varsity Head Coach</u>		
Boys' Baseball* (15 hours)	13.27%	16.17%
Boys' Basketball* (30 hours)	14.45%	17.35%
<u>Boys' Bowling (15 hours)</u>	<u>8.00%</u>	<u>10.00%</u>
Boys' Cross Country (30 hours)	10.35%	12.35%
Boys' Football* (96 hours)	19.62%	22.51%
<u>Boys' Golf (30 hours)</u>	<u>10.35%</u>	<u>12.35%</u>
BOYS' LACROSSE (15 HOURS)	13.27%	16.17%
Boys' Soccer (30 hours)	10.35%	12.35%
<u>Boys' Swimming (25 hours)</u>	<u>9.95%</u>	<u>11.95%</u>
Boys' Tennis (15 hours)	9.17%	11.17%
Boys' Track & Field* (15 hours)	13.27%	16.17%
<u>Boys' Volleyball (15 Hours)</u>	<u>10.35%</u>	<u>12.35%</u>
Boys' Wrestling* (25 hours)	14.05%	16.95%
Girls' Basketball* (30 hours)	14.45%	17.35%
<u>Girls' Bowling (15 hours)</u>	<u>8.00%</u>	<u>10.00%</u>
<u>Girls' Cross Country (30 hours)</u>	<u>10.35%</u>	<u>12.35%</u>

<u>Girls' Golf (30 hours)</u>	10.35%	12.35%
<u>Girls' Gymnastics (25 hours)</u>	9.95%	11.95%
<u>Girl's Lacrosse (15 Hours)</u>	13.27%	16.17%
Girls' Soccer (30 hours)	10.35%	12.35%
Girls' Softball (15 hours)	13.27%	16.17%
<u>Girls' Swimming (25 hours)</u>	9.95%	11.95%
Girls' Tennis (30 hours)	10.35%	12.35%
Girls' Track & Field (15 hours)	13.27%	16.17%
Girls' Volleyball* (30 hours)	14.45%	17.35%
<u>Girls' Wrestling (25 Hours)</u>	14.05%	16.95%
<u>Bowling (15 hours)</u>	8.00%	10.00%
<u>Golf (30 hours)</u>	10.35%	12.35%
<u>Swimming (25 hours)</u>	9.95%	11.95%
<u>Strength and Conditioning Semester I (30/30)</u>	16.62%	19.51%
<u>Strength and Conditioning Semester II (15)</u>	16.62%	19.51%

Senior Varsity Assistant Coach

Boys' Baseball (15 hours)	9.17%	11.17%
<u>Boys' Basketball* (30 hours)</u>	9.17%	11.17%
<u>Boys' Cross Country (30 hours)</u>	8.00%	10.00%
Boys' Football (96) hours)	15.52%	17.52%
BOYS' LACROSSE (15 HOURS)	9.17%	11.17%
Boys' Soccer (30 hours)	8.00%	10.00%
<u>Boys' Swimming (25 hours)</u>	6.00%	7.00%
Boys' Track & Field (15 hours)	9.17%	11.17%
<u>Boys' Wrestling* (25 hours)</u>	8.00%	10.00%
<u>Girls' Basketball* (30 hours)</u>	9.17%	11.17%
<u>Girls' Cross Country (30 hours)</u>	8.00%	10.00%
<u>Girls' Lacrosse (15 HOURS)</u>	9.17%	11.17%
Girls' Soccer (30 hours)	8.00%	10.00%
Girls' Softball (15 hours)	9.17%	11.17%
<u>Girls' Swimming (25 hours)</u>	6.00%	7.00%
Girls' Track & Field (15 hours)	9.17%	11.17%
<u>Girls' Wrestling (25 hours)</u>	8.00%	10.00%

Senior-Reserve Junior Varsity Coach

Boys' Baseball (15 hours)	9.17%	11.17%
Boys' Basketball (30 hours)	10.35%	12.35%
<u>Boys' Bowling (15 hours)</u>	6.00%	7.00%
<u>Boys' Football (96 hours)</u>	10.35%	12.35%
BOYS' LACROSSE (15 HOURS)	8.00%	10.00%
Boys' Soccer (30 hours)	8.00%	10.00%
<u>Boys' Tennis (15 hours)</u>	6.00%	7.00%
<u>Boys' Volleyball (15 Hours)</u>	10.35%	12.35%
Boys' Wrestling (25 hours)	9.95%	11.95%
Girls' Basketball (30 hours)	10.35%	12.35%
<u>Girls' Bowling (15 hours)</u>	6.00%	7.00%
<u>Girls' Lacrosse (15 HOURS)</u>	8.00%	10.00%

Girls' Soccer (30 hours)	8.00%	10.00%
<u>Girls' Softball (15 hours)</u>	<u>13.27%</u>	<u>16.17%</u>
<u>Girls' Tennis (30 hours)</u>	<u>10.35</u>	<u>12.35%</u>
Girls' Volleyball (30 hours)	10.35%	12.35%
<u>Girls' Wrestling (25 Hours)</u>	<u>9.95%</u>	<u>11.95%</u>
<u>Golf (30 hours)</u>	<u>6.00%</u>	<u>7.00%</u>

Freshman Junior Varsity- B Coach

Boys' Baseball	6.00%	7.00%
Boys' Basketball	6.00%	7.00%
<u>Boys' Football</u>	<u>6.00%</u>	<u>7.00%</u>
<u>BOYS' LACROSSE</u>	<u>6.00%</u>	<u>7.00%</u>
<u>Boys' Soccer</u>	<u>6.00%</u>	<u>7.00%</u>
<u>Boys' Volleyball</u>	<u>6.00%</u>	<u>7.00%</u>
Boys' Wrestling	6.00%	7.00%
Girls' Basketball	6.00%	7.00%
<u>Girls' Lacrosse</u>	<u>6.00%</u>	<u>7.00%</u>
<u>Girls' Soccer</u>	<u>6.00%</u>	<u>7.00%</u>
Girls' Softball	6.00%	7.00%
<u>Girls' Volleyball</u>	<u>6.00%</u>	<u>7.00%</u>
<u>Girls' Wrestling</u>	<u>6.00%</u>	<u>7.00%</u>

Middle School Coach

<u>Baseball</u>	<u>6.00%</u>	<u>7.00%</u>
<u>Boys' Basketball</u>	<u>6.00%</u>	<u>7.00%</u>
<u>Girls' Basketball</u>	<u>6.00%</u>	<u>7.00%</u>
Soccer	6.00%	7.00%
<u>Softball</u>	<u>6.00%</u>	<u>7.00%</u>
Track	6.00%	7.00%
<u>Volleyball</u>	<u>6.00%</u>	<u>7.00%</u>

Middle School Assistant

<u>Baseball</u>	<u>5.00%</u>	<u>6.00%</u>
<u>Basketball</u>	<u>5.00%</u>	<u>6.00%</u>
Soccer	5.00%	6.00%
<u>Softball</u>	<u>5.00%</u>	<u>6.00%</u>
Track	5.00%	6.00%
<u>Volleyball</u>	<u>5.00%</u>	<u>6.00%</u>

*Credit for continuous service in other Group A extra duty positions shall be limited to a maximum of two (2) years.

Assignment Group B	Step 1(%)	Step 2(%)
Senior Yearbook Advisor (30 hours)	10.35%	12.35%
Elementary Lunchroom (K-5 and, K-6 , AND K-5 in K-8 only buildings)	8.00%	10.00%
<u>Department Chairpersons</u>	<u>8.00%</u>	<u>10.00%</u>
Middle School Activity <u>Coordinator/Intramural</u> Directors (3)	8.00%	10.00%

Senior Class Advisor* (no asterisk)	8.00%	10.00%
Senior Drama (by production-2 per year)	4.00%	5.00%
Senior Newspaper or Literary Publication (Limit 1)	4.00%	5.00%
Chess Club Advisor* (no asterisk)	4.00%	5.00%
Senior Instrumental*/Orchestra Music	3.50%	4.00%
Senior Vocal Music	3.50%	4.00%
Elementary Safety Patrol	3.50%	4.00%
Academic Decathlon, Academic League, Mock Trial (Limit 2)	2.80%	3.30%
Middle School Drama (by production-1 per year)	2.00%	2.50%
Middle School Instrumental/Orchestra Music	2.00%	2.50%
Middle School Vocal Music	2.00%	2.50%
Columbus Educators of Tomorrow	2.00%	2.50%

Beginning with the 2020-21 School Year Department chairs

(H.S.) (English, Math, Science, Social Studies, Unified Arts, Spec. Ed. and ESL) (30 hours)	16.00%	20.00%
Department Chairs (M.S.) (English, Math) (30 hours)	16.00%	20.00%
Elementary School Department Leaders *** (Literacy-ELA or Math) (30 hours)	16.00%	20.00%

~~Joint PAR Panel 20.00% 20.00%~~

~~Reform Panel 20.00% 20.00%~~

Department chair/leader positions shall be reflective of elementary, middle, and high school grade bands regardless of the building grade band composition.

*This position is only available for schools that do not have a Marching Band Director

**THIS INCLUDES 6th GRADE IN K-6 SCHOOLS unless there are three TWO or more 6th grade teachers in the same content area in the school, then there in which case they will follow choose one of the be one Middle School Department Chair Allocations (ELA or Math).

ASSIGNMENT GROUP C - JOINT COMMITTEES

EVALUATION PANEL	20.00%	20.00%
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)	20.00%	20.00%
PAR PANEL	20.00%	20.00%
REFORM PANEL	20.00%	20.00%

905.02

A. The number of hours indicated in parentheses after certain positions above represent hours worked in the supplemental position either prior to the opening of the school year, during the winter recess, during the spring recess or after the close of the school year. Included in the indexed rates of pay above is the supplemental hourly rate for such hours of service. Failure to perform such hours of service shall result in a corresponding reduction in pay for the supplemental service.

B. An ~~instrumental music~~ assistant marching band director shall be employed for forty (40) hours at the supplemental hourly rate of pay during the two (2) weeks prior to the opening of school to assist the ~~senior director, instrumental music-marching band director~~.

905.03 Teachers with the following extra duty responsibilities shall not have more than six ~~five~~ (65) daily assignments ~~in addition to a registration period assignment:~~

~~Senior Varsity~~ Head Coach, Boys' Football

~~Senior Varsity~~ Head Coach, Basketball

~~Senior Varsity~~ Head Coach, Boys' Baseball

[Senior Varsity](#) Head Coach, Track and Field

[Senior Varsity](#) Head Coach, Boys' Wrestling

[Varsity Head Coach, Girls' Wrestling](#)

VARSITY HEAD COACH, BOYS' LACROSSE

VARSITY HEAD COACH, BOYS' VOLLEYBALL

[Senior Varsity](#) Head Coach, Girls' Volleyball

[Senior Varsity](#) Head Coach, Girls' Softball

VARSITY HEAD COACH, GIRLS' LACROSSE

[Middle School and Senior Audio Visual Advisor](#)

Senior Instrumental Music Director**

Senior Yearbook Advisor*

Senior Newspaper Advisor*

Middle School Yearbook Advisor

Middle School Newspaper Advisor

* English Teachers with these responsibilities shall have no more than ~~five~~ [four \(54\)](#) daily assignments total.

* A teacher with both responsibilities (yearbook and newspaper) shall have no more than four (4) daily assignments total.

****This position is only available for schools that do not have a Marching Band Director.**

During the off season(s), the principal can assign the coach to other duties in the building during the coach's extra conference period. Such assignments shall not be arbitrary, capricious, or vindictive.

905.04

A. [Senior Varsity](#) head coaches, as provided in 905.01 above, shall be authorized provided there are enough participants to field a team and play a regular schedule for the season. The minimum number of participants in individual sports are as follows:

Boys' Baseball	15 12
Boys' Basketball	10
Boys' Bowling	8
Boys' Cross Country	10
Boys' Soccer	14
Boys' Swimming	15
Boys' Tennis	10
Boys' Track & Field	15 14
Boys' Wrestling	15 12
Girls' Basketball	10
Girls' Bowling	8
Girls' Cross Country	10
Girls' Gymnastics	7
Girls' Soccer	14
Girls' Softball	15 12
Girl's Swimming	15
Girls' Tennis	10
Girls' Track & Field	15 14
Girls' Volleyball	12
Girls' Wrestling	12
Bowling	8
Golf	7 8 8

Swimming	15
Volleyball	12
Lacrosse	12
Middle School Baseball	12
Middle School Basketball	10
Middle School Soccer	14
Middle School Softball	12
Middle School Track	12
Middle School Volleyball	12

1. 3. In the event there are not enough participants to initially qualify for a head coach, the Director of Student Activities: may authorize the appointment of a coach; may authorize the appointment of a coach with a prorated salary based on number of participants and /or amount of season; or may seek alternative options for the students who wish to participate in a particular sport.

~~1. 2. Cross Country:~~ In the event there are not enough participants for a boys' cross-country coach and/or a girls' cross-country coach, a co-ed cross-country coach shall be authorized with a minimum of twelve (12) participants.

~~2. 3. Swimming:~~ In the event there are more than twenty (20) participants in swimming and minimum of eight (8) boys and eight (8) girls, a head coach is authorized for both boys' swimming and girls' swimming.

~~3. In the event there are not enough participants to initially qualify for a head coach, the Director of Student Activities: may authorize the appointment of a coach; may authorize the appointment of a coach with a prorated salary based on number of participants and /or amount of season; or may seek alternative options for the students who wish to participate in a particular sport.~~

4. Students will not be counted in the minimum number of participants for more than one team during the same season. A student may participate in more than one sport in a season and must be listed on the OHSAA/CCS eligibility sheet for each sport in which they participate but cannot count as one of the minimum number in more than one sport to justify the varsity head coach position.

B. Except as provided elsewhere, senior-varsity assistant coaches in 905.01 above shall be authorized for the following sports provided there are enough participants to field a team and play a regular schedule for the season and shall be separate from the junior varsity coach. Varsity assistant coaches may be required to assist with junior varsity responsibilities (as assigned by the schools' administration. The minimum number of participants necessary to qualify for an a varsity assistant coach in individual sports are as follows:

Boys' Basketball	15
Girls' Basketball	15
Boys' Soccer	19
Girls' Soccer	19

~~A senior assistant soccer coach shall be authorized provided the number of participants exceeds nineteen (19). A senior assistant soccer coach and a senior reserve soccer coach shall be authorized provided the number of participants exceeds twenty eighth (28) and there is a reserve team which plays a regular schedule for the season.~~

1. Baseball: Twelve (12) participants required for a Varsity Head coach. At fifteen (15) participants a Varsity Assistant coach shall be authorized. At twenty-five (25) participants a Junior Varsity coach shall

be authorized and must play a full junior varsity schedule. At thirty-five (35) participants a Junior Varsity-B coach shall be authorized and must play a full junior varsity-B schedule for the season.

2. **Basketball:** Ten (10) participants required for a Varsity Head coach. At fifteen (15) participants a Varsity Assistant coach shall be authorized. At twenty-five (25) participants a Junior Varsity coach shall be authorized and must play a full junior varsity schedule. At thirty-five (35) participants a Junior Varsity-B coach shall be authorized and must play a full junior varsity-B schedule for the season.

3. **Cross Country:** Ten (10) participants required for a Varsity Head coach. At twenty-five (25) participants a Varsity Assistant coach shall be authorized.

4. **Soccer:** Fourteen (14) participants required for a Varsity Head coach. At nineteen (19) participants a Varsity Assistant coach shall be authorized. At twenty-eight (28) participants a Junior Varsity coach shall be authorized and must play a full junior varsity schedule. At thirty-eight (38) participants a Junior Varsity-B coach shall be authorized and must play a full junior varsity-B schedule for the season.

5. **Softball:** Twelve (12) participants required for a Varsity Head coach. At fifteen (15) participants a Varsity Assistant coach shall be authorized. At twenty-five (25) participants a Junior Varsity coach shall be authorized and must play a full junior varsity schedule. At thirty-five (35) participants a Junior Varsity-B coach shall be authorized and must play a full junior varsity-B schedule for the season.

6. **Swimming:** Fifteen (15) participants required for a Varsity Head coach. At fifteen (15) participants a Varsity Assistant coach shall be authorized. At twenty-five (25) participants a Junior Varsity coach shall be authorized and must play a full junior varsity schedule. At thirty-five (35) participants a Junior Varsity-B coach shall be authorized and must play a full junior varsity-B schedule for the season.

7. **Track & Field:** Fourteen (14) participants required for a Varsity Head coach. At eighteen (18) participants a Varsity Assistant coach shall be authorized. At thirty (30) participants an additional assistant coach shall be authorized and participants must participate fully in the schedule.

8. **Wrestling:** Twelve (12) participants required for a Varsity Head coach. At fifteen (15) participants and seven (7) different weight class participants (as verified by the school athletic director) a Varsity Assistant coach shall be authorized. At twenty-three (23) participants a Junior Varsity coach shall be authorized and must participate in a full junior varsity schedule. At thirty-three (33) participants a Junior Varsity-B coach shall be authorized and must participated in a full junior varsity-B schedule.

C. **Football:** The number of senior varsity assistant coaches for boys' football shall be determined by the number and types of teams fielded for competition with enough participants to play a regular schedule according to the following:

1. Varsity team only (30+ participants):

three (3) senior varsity assistant coaches.

2. Varsity team and reserve or freshman team junior varsity (45+ participants):

four (4) senior total assistant coaches.

3. Varsity team, reserve team and freshman team junior varsity and junior varsity-B (60+ participants):

five (5) senior total assistant coaches.

D. Senior reserve Junior varsity coaches, as provided in 905.01 above, shall be authorized provided there are enough participants to field a team and play a regular schedule for the season. The minimum number of participants in addition to those in 905.04(A) and 905.04(B) above in an individual sport are as follows:

<u>Bowling.....</u>	<u>8</u>
<u>Golf.....</u>	<u>8-7-8</u>
<u>Tennis.....</u>	<u>10</u>
<u>Volleyball.....</u>	<u>10</u>
<u>Boys' Baseball.....</u>	<u>10</u>

Boy's Wrestling.....	8
Girls' Softball.....	10
Girls' Volleyball.....	6

E. ~~Freshman coaches~~ Junior Varsity-B coaches, as provided in 905.01 above, shall be authorized provided there are enough grade level ninth (9th) and tenth (10th) grade freshman participants to field a team and play a regular schedule for the season. The sports and participation numbers for junior varsity-B teams is are outlined in 905.04(B). Any sport not listed must be approved by the Director of Student Activities. The minimum number of freshman participants, in addition to participants indicated in 905.04(B) and 905.04(D) above, in individual sports are as follows:

Boys' Track.....	10
Boys' Wrestling.....	10
Girls' Track.....	10

F. Middle school coaches, as provided in 905.01 above, shall be authorized provided there are enough participants to field a team and play a regular schedule for the season. The minimum number of participants necessary to qualify for a middle school assistant coach in individual sports are as follows:

Baseball.....	16 15
Basketball.....	15
Soccer.....	19
Softball.....	16 15
Track.....	20
Volleyball.....	18

for a track coach is ten (10). An assistant track coach and/or assistant soccer coach shall be authorized provided the number of participants exceeds twenty five (25).

G. A senior varsity cheerleader advisor shall be authorized provided there are minimum of eight (8) participants. A senior varsity drill team advisor shall be authorized provided there are minimum of eight (8) participants. The positions of senior varsity cheerleader advisor Fall A and Winter B, and senior drill team advisor A Fall and B Winter are established to replace a single contract for either activity. A joint Association/Board committee shall be established to clearly delineate the division of the responsibilities for each 94 supplemental contract. A single individual may hold both (fall and winter) positions. Acceptance of either will count as a full year of service and shall not interrupt continuous service within Group A.

H. Additional reserve junior varsity, junior varsity-B and assistant coaches and middle school coaches may be added where the Board determines the need exists and provided pay is in accordance with Section 905.01 above. In the event the Board elects to initiate any additional ninth-grade junior varsity-B or middle school interscholastic sports activities, such shall be considered Group A assignments and shall be at a six (6) percent and seven (7) percent rate of pay.

I. Acceptance of a The middle school activity coordinator/intramural director supplemental contract by will be offered first to the school's physical education teacher.s shall be a condition of initial assignment and continued assignment of physical education teachers to middle schools. The number of middle school activity/intramural directors at a middle school shall not be reduced below one (1). If the physical education teacher declines the offer, the supplemental position can be made available to other teacehrs in the building an then to other teachers within the district.

J. There shall be department chairperson/leader positions as described in 905.01. Department chairpersons/leaders must attend monthly off-site department meetings.

K. To be qualified to hold and fulfill a coach's supplemental contract, the coach's driving record (abstract) must be acceptable to the fleet insurer if the coach is required to drive as part of their supplemental responsibilities. Where appropriate, coaches must have van certification to drive a vehicle that transports students on a non-emergency basis and their drivers' licenses must have acceptable

records to the Board's insurer. A teacher who coaches a team where van certification is necessary and who coached that same team in the 2009–10 school year must meet this requirement for the 2010–11 school year.

L. Teachers holding a supplemental contract for elementary safety patrol for the first time must attend an in-service program designated by the Director of Transportation prior to the beginning of the school year. Teachers who hold a contract for this duty and have previously held a contract for this duty must attend the in-service program at least one every four years beginning July 1, 1996.

M. A chess club advisor shall be authorized provided there are a minimum of seven (7) team members and there is participation in all school and district matches and activities.

N. In the event that there are not enough participants for an individual, competitive, same season, sports team of both genders and no full or partial contract is appropriate for one gender.

1. The coach of the gender with adequate participants will provide supervision for the underrepresented gender to enter competitions previously scheduled together.
2. If the number of underrepresented gender brings the combined number of participants above the next threshold for a coaching position such as an assistant coach, that assistant position would be offered to the coach of the underrepresented gender without another posting. In this case, it would be anticipated that both genders would receive coaching.
3. If the number of participants before combination has resulted 95 in an assistant coach under contract, then the contract status of the head coach and assistant coach shall remain in effect.

**Columbus Board of Education and CEA
Conceptual Agreement
May 2, 2022**

Article 911

Assignment Stipend

Current Contract Language

Article 912

High Needs Licensure, Certification and/or Endorsements

912.01 The purpose of this Article is to improve student achievement at high needs and/or unique needs school buildings and/or programs. ~~The designation of a school building or program as high needs or unique needs shall be made jointly utilizing the Article 1503 Reform Panel process.~~

912.02 High Needs Licensure, Certification and/or Endorsements.

A. Each year by November 1, the Board shall post electronically a list of licensures, certifications, and/or endorsements identified as "high needs". The list shall be accessible by all CEA bargaining unit members.

B. 911.03 An eligible teacher who applies to enter the ~~Assignment Stipend~~ program shall, upon acceptance to the program, complete coursework at an accredited college or university to receive Ohio Department of Education licensure, certification, and/or endorsement in an area identified by the Board as "high needs". The Board shall offer all necessary coursework free of charge to CEA bargaining unit members ~~through partnerships with institutions of higher education~~. Completion of all coursework shall take place outside of the bargaining unit member's contractual work day and shall be completed within eighteen (18) months of acceptance into the assignment program.

C. 911.04 Upon demonstration to the Board that the identified "high needs" licensure, certification, and/or endorsement has been achieved by the bargaining unit member, the ~~bargaining unit member eligible teacher~~ shall be assigned for the following school year to a bargaining unit position which requires the "high needs" licensure, certification, and/or endorsement, provided a vacancy is available. If a vacancy is not available, assigning in subsequent years shall be made only by mutual agreement of the Superintendent/designee and bargaining unit members.

D. 911.05 The parties agree to a ~~stipend up to \$4,000 stipend equal to up to ten (10)~~ twenty (20) percent of the base salary in effect at the time of the payment the first year of the assignment for each "eligible teacher" who is assigned ~~for a particular each school year~~ by the Superintendent/designee to accomplish the purposes of this article 912 with twenty-five (25) percent of the stipend payable at the end of the first school year, twenty-five (25) percent of the stipend payable at the end of the second year, and ten (10) fifty (50) percent of the stipend payable at the end of the third year. and successfully completes the first year three years of the assignment. The stipend applies to the first year only. Payment shall be paid as supplemental compensation and shall not be a part of the salary schedule at the end of the third school year.

E. 911.06 An "eligible teacher" is a bargaining unit member who: (a) files a written statement with the Superintendent/designee by December 1 that the bargaining unit member is willing to be assigned at the Superintendent's/designee's discretion for the next school year following receipt of the high needs licensure, certification and/or endorsement; and (b) is given written notice from the Superintendent/designee by February 1 of the bargaining unit member's acceptance into the assignment program ~~based on the Superintendent/designee's sole discretion under this Article 911 for the next school year.~~ The Superintendent/designee will base the selection and assignment of individual teachers on the needs of the District and the licensure, experience and demonstrated abilities of the

teacher. Assignments shall not be made in an unreasonable, arbitrary or capricious manner. A teacher may only file a written statement with the Superintendent under (a) if the bargaining unit member has:

1. Completed aAt least ~~five (5)~~ ~~one (1)~~ **three (3)** years teaching experience in **Columbus City Schools**;
- ~~2. The recommendation of the principal of the building where currently assigned, other administrator or the Association President; and~~
- ~~3. A demonstrated record or student achievement over the last two (2) years by objective measures if available (value added data or similar achievement measurements).~~ **Documented cultural and/or linguistic expertise.**

911.03 High Needs/Unique Needs Positions

~~The Superintendent may designate recruitment incentives of up to two thousand five hundred (\$2,500.00) dollars for high needs/unique needs positions. The recruitment incentive shall be paid as supplemental compensation at the end of the first school year in that position and shall not become a part of the salary schedule.~~

911.03 ~~The Superintendent/designee will base the selection and assignment of individual teachers on the needs of the District and the licensure, experience and demonstrated abilities of the teacher. Assignments shall not be made in an unreasonable, arbitrary or capricious manner.~~

**Columbus Board of Education and CEA
Conceptual Agreement
May 2, 2022**

**Article 404
Professional Behavior (page 47)**

404.02 A teacher shall not be given a formal written reprimand or warning, or be disciplined for any alleged infraction of rules, delinquency, or unprofessional performance, without just cause. Any such action shall be subject to the grievance procedure set forth in the Agreement, except that any such action taken in connection with Article 401 shall not be grieved with non-compliance with this paragraph cited as a claimed violation.

Delete current language and replace with language below

A. BARGAINING UNIT MEMBERS SHALL ONLY BE DISCIPLINED FOR JUST CAUSE AND ONLY IN COMPLIANCE WITH THE DISCIPLINE PROCEDURES CONTAINED HEREIN. ANY SUCH ACTION SHALL BE SUBJECT TO THE GRIEVANCE PROCEDURE SET FORTH IN THIS AGREEMENT, ~~EXCEPT THAT ANY SUCH ACTION TAKEN IN CONNECTION WITH ARTICLE 401 SHALL NOT BE GRIEVED WITH NON-COMPLIANCE WITH THIS PARAGRAPH CITED AS A CLAIMED VIOLATION.~~ Verbal redirection coaching direction and summaries of conference, summaries of conference, letters of direction, evaluations, and other similar communications with a bargaining unit member to do not constitute formal discipline. SUCH INFORMAL COMMUNICATION SHALL NOT BE SUBJECT TO THE GRIEVANCE PROCESS AND NON-EVALUATIVE INFORMAL COMMUNICATION SHALL NOT BE RECORDED placed IN THE MEMBER'S PERSONNEL FILE.

B. DISCIPLINE WILL NORMALLY ~~typically~~ BE ADMINISTERED PROGRESSIVELY, WITH DUE REGARD FOR THE SEVERITY OF THE VIOLATION. PROGRESSIVE DISCIPLINE SHALL TAKE INTO ACCOUNT THE NATURE OF THE VIOLATION, AS WELL AS THE BARGAINING UNIT MEMBER'S RECORD OF DISCIPLINE. The Board or administration may apply a higher level of discipline (including termination) if appropriate, considering the alleged violation misconduct or performance problem(s) SUBJECT TO THE JUST CAUSE PROVISION OF PARAGRAPH (A) ABOVE.

~~C. IT IS UNDERSTOOD THAT MOST CASES SHALL BE DEALT WITH INFORMALLY THROUGH CONVERSATIONS BETWEEN THE BARGAINING UNIT MEMBER AND ASSIGNED SUPERVISOR. SUCH INFORMAL COACHING SHALL NOT BE SUBJECT TO THE GRIEVANCE PROCESS AND SHALL NOT BE RECORDED IN THE MEMBER'S PERSONNEL FILE.~~

D. FORMS OF FORMAL DISCIPLINARY ACTION ARE:

- ~~(1) SUMMARY OF CONFERENCE (BUILDING LEVEL);~~
- ~~(2) LETTER OF DIRECTION (BUILDING LEVEL);~~

~~(31) SUMMARY OF CONFERENCE (DISTRICT LEVEL);~~
~~(421) LETTER OF DIRECTION (DISTRICT LEVEL);~~
~~(532) WRITTEN REPRIMAND (DISTRICT LEVEL);~~
~~(643) Suspension with pay (1-3 days)~~
~~(754) SUSPENSION WITHOUT PAY (1-3 DAYS);~~
~~(865) SUSPENSION WITHOUT PAY (42-55-10 DAYS);~~
~~(976) SUSPENSION WITHOUT PAY (6-9 DAYS), AND;~~
~~(87) TERMINATION~~

E. A BARGAINING UNIT MEMBER MAY DRAFT prepare A WRITTEN REBUTTAL TO ANY FORMAL DISCIPLINARY ACTION, WHICH WILL BE ATTACHED AND PLACED IN THE BARGAINING UNIT MEMBER'S PERSONNEL FILE.

F. APPEAL OF FORMAL DISCIPLINARY ACTION, UP TO AND INCLUDING SUSPENSION, SHALL BE MADE EXCLUSIVELY THROUGH THE GRIEVANCE PROCEDURE. ~~GRIEVANCES OF SUSPENSIONS and~~ SHALL BE INITIATED AT THE STEP TWO OF THE PROCEDURE. TERMINATION SHALL BE ACCORDING TO SECTION 3319.16 AND RELATED PROVISIONS OF THE OHIO REVISED CODE AND applicable provisions of THIS AGREEMENT.

~~G. Prior to any suspension, the Superintendent of designee shall give the bargaining unit member written notice of intent to suspend, the grounds for the intended suspension, an explanation of the evidence in support of the proposed suspension and an opportunity for a conference for the member to challenge the reason for the intended suspension and/or otherwise respond. A copy of the notice will be provided to the CEA President or designee. The member may be accompanied in the conference with the Superintendent or designee by a representative of the Association.~~

~~G. IF A BOARD INVESTIGATOR~~an administrator IS ASSIGNED TO CONDUCT AN INVESTIGATION~~investigatory interview, THE CEA-PRESIDENT of the Association OR DESIGNEE SHALL BE NOTIFIED PRIOR TO ANY INTERVIEW CONDUCTED WITH~~of a CEA BARGAINING UNIT MEMBERS FOR WHOM THE that the District reasonably believes could lead to discipline of the bargaining unit member~~INVESTIGATION COULD POTENTIALLY LEAD TO DISCIPLINE.~~

~~H. ALL DOCUMENTS AND OTHER EVIDENCE THE MISCONDUCT FORM, ALLEGATIONS OF ABUSE/NEGLECT FORM, OR OTHER DOCUMENTS TRIGGERING TO BE UTILIZED BY THE BOARD OR ITS AGENTS DURING AN INVESTIGATION SHALL BE PROVIDED ELECTRONICALLY TO THE CEA PRESIDENT of the Association OR DESIGNEE AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO CONDUCTING SCHEDULING requesting when scheduling AN INTERVIEW OF CEA a BARGAINING UNIT MEMBER(S) who is the subject of the investigation.~~

I. ALL DOCUMENTS AND OTHER EVIDENCE TO BE UTILIZED BY THE BOARD OR ITS AGENTS DURING A PRE-DISCIPLINARY HEARING SHALL BE PROVIDED

ELECTRONICALLY TO THE CEA PRESIDENT of the Association OR DESIGNEE AT LEAST FIVE (5) SCHOOL DAYS at least twenty-four (24) hours PRIOR WHEN THE NOTICE OF TO THE PRE-DISCIPLINARY HEARING OF THE IS SENT TO THE CEA BARGAINING UNIT MEMBER(S) WHEN NOTICE OF THE PRE-DISCIPLINARY HEARING IS SENT TO THE CEA BARGAINING UNIT MEMBER.

J. IF THE ALLEGED VIOLATION IS DEEMED BY THE BOARD TO BE SEVERE ENOUGH THAT IMMEDIATE REMOVAL FROM THE CLASSROOM/WORKPLACE IS NECESSARY, THE BARGAINING UNIT MEMBER SHALL BE REASSIGNED TO AN ALTERNATE WORK LOCATION OR PLACED ON PAID ADMINISTRATIVE LEAVE UNTIL AN INVESTIGATION HAS BEEN COMPLETED. THE CEA PRESIDENT OR DESIGNEE SHALL BE NOTIFIED IMMEDIATELY OF ANY REMOVAL. THE PRESIDENT OF THE ASSOCIATION OR DESIGNEE SHALL BE NOTIFIED IMMEDIATELY OF ANY REMOVAL OF A BARGAINING UNIT MEMBER FROM THE CLASSROOM/WORKSPACE. FOLLOWING REMOVAL, THE BARGAINING UNIT MEMBER SHALL BE REASSIGNED TO AN ALTERNATIVE WORK LOCATION OR PLACED ON PAID OR UNPAID ADMINISTRATIVE LEAVE so long as the bargaining unit member is able to perform district work. Removal from regular assignment shall continue until the bargaining unit member is AS THE CIRCUMSTANCES DICTATE UNTIL AN INVESTIGATION HAS BEEN COMPLETED OTHERWISE DIRECTED BY THE SUPERINTENDENT OR DESIGNEE.

K. EXCEPT IN THE CASE OF ALLEGED VIOLATIONS OF A SEVERE NATURE AS DESCRIBED IN SECTION 404.02(J), OR OTHER EXTENUATING CIRCUMSTANCES THE FORMAL DISCIPLINARY ADMINISTRATIVE INVESTIGATION PROCESS SHALL NOT BE INITIATED MORE THAN TWENTY (20) FORTY-FIVE (45) SCHOOL DAYS AFTER THE ALLEGED VIOLATION. the district becomes aware of the alleged violation.

Columbus Education Association
Conceptual Agreement
May 11, 2022

Counterproposal on Board Proposal 4, 8, and CEA Proposal 5
Offered as a Package
Accept or Reject in its entirety
Changes in green

BOE Proposal 4
Article 214
Lesson Plans

A. ~~Daily, unit, and long-term lesson plans~~ Classroom teachers shall provide lesson plans and all other teachers shall provide evidence of planning shall be required of each teacher and such plans shall be available for review by the principal/supervisor at any time upon their request. The principal/supervisor shall be permitted to make a copy of the lesson plan upon request.

B. ~~It is understood that lesson plans are used as a guide to the teacher in structuring the learning experiences of students. Lesson plans include: 1. Daily and weekly learning targets aligned to grade-level standards; 2. Learning intentions and success criteria aligned to learning targets and correlated to the District's Curriculum Guide, and Scope & Sequence, inclusive of differentiation and scaffolding; and 4. Assessment of student learning and method to provide actionable feedback.~~

CB. ~~For planned absences of classroom teachers, A a substitute lesson plan must be left with the administrator to be available for substitutes to facilitate instruction when the regular teacher is absent. This substitute lesson plan shall contain the basic information necessary for a substitute to provide meaningful instruction aligned to the curriculum for the term of the absence, up to five (5) days. for up to one week. A teacher who is absent for more than one (1) week due to illness or family emergency is only required to provide lesson plans for the first week of absence, unless otherwise approved by the principal/supervisor. Prior to planned absences lasting more than one (1) week, teachers are required to leave lesson plans with the appropriate principal/supervisor for at least the first week of the absence, unless otherwise approved by the principal/supervisor.~~

Board Proposal 8

210.03 The grade reporting system shall be based on four (4) grading periods per school year, with each grading period covering approximately nine (9) weeks.

1. Elementary Interim Reports:

Reports to parents under the nine-week grade report system shall also include certain interim progress notifications to be issued approximately in the middle of the grading periods. During the first grading period, elementary teachers shall complete such interim progress reports for each student. Thereafter, interim notifications shall be required for elementary students for one or more of the following reasons:

A. Unsatisfactory academic performance

B. Discipline problems

C. Irregular attendance

Elementary teachers may utilize conferences occurring on the parent conference day provided in Section 210.01 in place of required interim notifications during such grading periods.

2. Grades six (6) through twelve (12) Interim Reports:

Reports to parents under the nine-week grade report system shall include grades updated through the electronic grade book in the middle of each grading period.

Teachers of record shall make ongoing attempts to inform communicate with families regularly about of student academic performance, discipline problems, and irregular attendance throughout the school year. Such contact attempts shall be documented in the district-provided student information system. In addition to regular contact regarding academic performance, contact attempts shall be made for discipline problems and irregular attendance. This

provision is inclusive of in-person contact, such as conferences. Such Contacts and contact attempts shall be documented in the district-provided student information system.

~~132.~~ For grades six (6) through twelve (12):

~~a. Teachers shall have student grades entered into the electronic grade book as soon as practicable following the due date of the assignment to provide timely feedback.~~ Teachers shall keep families informed of student progress by regularly updating assignments and grades in their district-provided electronic gradebook.

b. The grade entry window shall be open beginning ~~ten (10)~~ five (5) school days before the end of each grading period and ending the day prior to distribution of grade reports.

~~243.~~ For grades Pre-Kindergarten through grade five (5):

a. The grade entry window shall be open beginning ~~twenty (20)~~ five (5) school days before the end of each grading period and ending the day prior to distribution of grade reports.

~~354.~~ All teachers shall have final student grades entered into the electronic grading system in accordance with the grade mark entry schedule.

a. Teachers of students in grade twelve (12) shall enter their students' final and fourth quarter grades as soon as practicable following the last day of grade twelve (12) student attendance.

~~465.~~ Notwithstanding the above, all teachers shall comply with all progress monitoring requirements identified in students' IEPs and/or 504 plans.

CEA Proposal 5

210.05 Principles for elementary grade card computer entry

A. The computer system should be accessible at all times except for routine maintenance and/or scheduled outages.

B. Teachers should be able to access the system for personal convenience via their personal computers through a net browser. The District shall strive to achieve these goals through education, technology and other means. If the elementary grade card system is generally unavailable for eight (8) or more consecutive hours between the hours of 6 a.m. and midnight or three and one-half (3 ½) or more consecutive hours during the elementary work day due to system failure during the work week after the end of the grading period, teachers will have an extra work day for the deadline to complete report cards. The District is not responsible for teachers' personal computers or their operation.

C. The report card committee shall:

1. Consist of four members appointed by the Association, four members appointed by the Superintendent.

2. The Superintendent and Association President shall mutually agree to two (2) parent(s) to serve as non-voting consultant(s) to the committee.

3. The purpose of the committee shall be to make recommendations jointly to the Superintendent regarding the format of the report card so:

a. To improve communication with parents and accurately report student progress as it relates to the Ohio Learning Standards. Parents may understand the progress being made by their student.

b. To develop guidelines for report card completion to ensure uniform procedures and alignment throughout the district.

~~b.c. To increase the effectiveness and efficiency of the grade reports are increased.~~ No later than the beginning of the 2023-2024 school year, the committee shall recommend to the superintendent a revised elementary report card delineated by domains for each content area. If the recommendations of the committee are not accepted by the superintendent, they shall be revised until a mutually agreed upon report card format has been determined. There is revised streamlined elementary report card shall be implemented not later than the beginning of the 2024-2025 school year.

4. The committee shall meet at least once per semester unless otherwise agreed upon by the Superintendent and CEA President. The committee may be disbanded by a majority vote of its members once final decisions have been made on their recommendations.

OE Proposal 4

Article 201

Academic Freedom

201.01 Current Contract Language

Jeremy Baiman, Chief Negotiator John Coneglio, President
Columbus Education Association
9292 East Broad Street
Columbus, OH 43205

Re: Negotiations Discussions

Dear Mr. Baiman Coneglio,

This letter memorializes the discussion between the representatives of CEA and the Columbus Board of Education relating to Article 201, Academic Freedom. The parties agree that while not specified in this Article, all CEA bargaining unit members shall teach **provide instruction which is** aligned with Board approved curriculum (inclusive of curriculum guides and frameworks), and **primarily utilizing** instructional resources **provided by the Board**, and frameworks, and teachers shall comply with all Board policies. CEA and the Board further agree that the right of bargaining unit members to choose supplemental materials and methods that are **consistent** aligned with Board approved curriculum (inclusive of curriculum guides and frameworks), and which are appropriate to the levels of ability and maturity of the students, is a basic tenet of Academic Freedom.

Additionally, Board Policy 2240, Controversial Issues, is currently in effect and includes that the CEA and the Board believes that the consideration of controversial issues has a legitimate place in the instructional program of the schools. Introduction and instruction of controversial issues shall be consistent with Board Policy 2240 as **adopted on July 1, 2015 last revised June 29, 2021**. Any **substantive** revision of Board Policy 2240 shall be subject to the provisions of Article **1502.01 108.01**.

Sincerely,

Julie C. Martin, Chief Negotiator
Columbus City Schools Board of Education

Article 214

Lesson Plans

A. ~~Daily, unit, and long-term lesson plans shall be required of each teacher and such plans shall be available for review by the principal/supervisor at any time upon their request. The principal/supervisor shall be permitted to make a copy of the lesson upon request.~~

B. ~~It is understood that lesson plans are used as a guide to the teacher in structuring the learning experiences of students. Lesson plans include: 1. Daily and weekly learning targets aligned to grade-level standards; 2. Learning intentions and success criteria aligned to learning targets and correlated to the District's Curriculum Guide, and Scope & Sequence, inclusive of differentiation and scaffolding; and 4. Assessment of student learning and method to provide actionable feedback.~~

~~C. A substitute lesson plan must be left with the administrator to be available for substitutes to facilitate instruction when the regular teacher is absent. This substitute lesson plan shall contain the basic information necessary for a substitute to provide meaningful instruction. A teacher who is absent for more than one (1) week due to illness or family emergency is only required to provide lesson plans for the first week of absence, unless otherwise approved by the principal/supervisor. Prior to planned absences lasting more than one (1) week, teachers are required to leave lesson plans with the appropriate principal/supervisor for at least the first week of the absence, unless otherwise approved by the principal/supervisor.~~

CA'd by the
parties at 5:55pm.

5:52 pm

Board Proposal 2

Article 109

Rights of the Association

109.03 Membership Dues Deduction

- A. Current Contract Language
- B. Current Contract Language

I. Payroll Procedures and Deductions

15. The benefits provided in Article 806, 807 and 809 shall be effective for newly employed members of the bargaining unit on the first day of the month after the first thirty (30) calendar days of employment. Such benefits shall terminate on the last day of the month for which the employee has paid for such coverage in case of retirement. Resignations to be effective for the next school year or during the school year will result in insurance benefits being terminated on ~~the day the "final pay" is made~~ the last day of the month of the effective date of the employee's resignation. In calculating the "final pay" the treasurer will add back in any prepaid insurance premiums to the day of the pay. The "final pay" shall be made by the thirtieth (30th) calendar day after the teacher's last work day or the date the Superintendent received the teacher's written notice of resignation, whichever is later. Coverage for members of the bargaining unit electing coverage under Article 805 shall be in accordance with the biweekly payroll and deduction schedule.

109.09 Current Contract Language

Columbus Education Association
Counterproposal BOE #6
May 16, 2022 5:30 PM

CA'd by the
parties 7:06 pm .

6:03 pm .

Article 206

Teaching Environment and New Buildings

206.04 Classroom interruptions by the public address system shall be permitted only in the case of an emergency. Regular announcements ~~shall be made only at the beginning and the close of the school day.~~ may be made at any regularly scheduled time during the day. Other classroom interruptions for administrative or other purposes shall be held to a minimum.

206.14 New and renovated elementary buildings shall be designed with ~~rooms spaces~~ for art and music ~~classes instruction~~. The Board shall make reasonable efforts to designate specific ~~rooms spaces~~ for both art and music in elementary buildings for the particular school year and physical facility. ~~Beginning with the 2020-21 school year, if~~ in the unusual circumstance where an art or music ~~rooms spaces~~ is under consideration for repurposing, the Superintendent or designee will provide written notice to the building Senior Faculty Representative for that building at least seven (7) days before repurposing. A meeting of the Association Building Council will be convened seven (7) days after the written notice for the purpose of providing Association representatives the opportunity to present alternative space allocation plans. If a space is repurposed, the Association Building Council will convene by the end of the school year to discuss the use of that instructional space for the upcoming school year.

CA'd
7:17 pm

Article 701

Sick Leave

701.01(B) Current Contract Language

701.03 Use of Sick Leave Notification

- A. When any member of the bargaining unit is to be absent for a full school day, or a longer period, such absence shall be reported to the principal and to the ~~S~~substitute ~~E~~mployee ~~M~~anagement ~~S~~ystem, if designated by the principal, at least one hour and thirty minutes prior to the teacher's ~~normal required~~ reportingscheduled start time or as soon as possible thereafter by any teacher who wishes to use sick leave in accordance with the above procedures. The teacher shall not be required to state, during this notification, the cause or type of illness involved. If possible, however, the teacher will estimate the duration of the teacher's absence.
- B. In the event the estimated duration of the absence is expected to be continuous for a period in excess of ~~one week (5 school days)~~three (3) school days, or when an absence has been continuous for such a period, the teacher shall advise the administration in writing of the estimated duration of the need for sick leave.
- C. In the event the estimated duration of the bargaining unit member's absence is expected to be continuous for a period in excess of two weeks (10 school days), or when an absence has been continuous for such a period, the teacher shall advise the Administration of the estimated duration of disability by submitting the designated form to Human Resources by the tenth (10th) day of absence and include a physician's statement. The teacher will provide the Office of Human Resources with written notice at least three (3) school days before intending to return to work.

701.06 Certificates Required in Case of Sick Leave Absence

- A. When a teacher is absent, a report for such absence, signed by the teacher, shall be completed by such employee on a form supplied by the Board. Such form shall be filed with the principal or immediate supervisor within three (3) school days following the last day of such absence or three (3) days after the close of a school year, whichever occurs first.
- B. If medical attention was required, the teacher shall list the name and address of the attending physician and the dates when the physician was consulted on the form provided in Section 701.06(A) above.
- C. Such report shall be made in a manner which will satisfy the requirements of Section 3319.141 of the Ohio Revised Code. The filing of any willfully false statement by a teacher shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable.
- D. Teachers who have been out of school because of serious illness, extending over a period of two or more weeks, must have the approval of the Superintendent before returning to regular school work. The Superintendent or designated central office administrator may require medical or psychological verification of the teacher's ability to return to work and any limitations on the teacher's return. In meeting the medical (or psychological) verification requirement, generally the

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written certification of the teacher's physician or psychologist is sufficient. In circumstances where the Superintendent or central office designee requires additional explanation, the teacher shall provide a written report from his or her physician or psychologist to the Superintendent or central office designee.

- E. Members of the bargaining unit shall not be asked or required to sign a statement authorizing a doctor or hospital to release medical records unless the absence due to illness, injury or pregnancy of the member of the bargaining unit has been challenged, in which case the teacher shall be furnished with the written reasons for such a challenge and the need to examine medical records.
- F. The purpose of this section is to provide tools for management to curb sick leave abuse. These tools shall not be utilized in an arbitrary, capricious, or harassing manner ~~and may be used in any order and any combination.~~
 - 1. If the principal or supervisor has a question about a teacher's use of sick leave, the principal or supervisor shall hold a conference with the teacher, at which the teacher shall be represented by the Senior Faculty Representative at that building or Association designee. The conference shall take place within two (2) school days of the principal or supervisor's request, unless an extension is mutually agreed upon by the teacher and the principal or supervisor. This step must precede (2) and/or (3) below.
 - 2. The Superintendent may (but need not always) require written certification to justify use of sick leave from the teacher's physician when:
 - a. There is a pattern of use such as, but not limited to, workdays before or after a holiday or vacation period, on Mondays or Fridays, or a certain time of year; or
 - b. There is reasonable suspicion of sick leave abuse; or
 - c. The teacher has been absent using sick leave for three (3) or more consecutive workdays; or
 - d. The teacher has been absent using sick leave for more than ~~five (5) ten~~ (10) seven (7) days total during the same school year; or
 - e. The teacher is on an extended absence and the Superintendent has reasonable grounds to question the continued absence, once every thirty (30) calendar days.
 - 3. The Superintendent may (but need not always) require the teacher to be examined at Board expense by a physician or psychologist designated by the Superintendent when:
 - a. The Superintendent wishes to verify the teacher's fitness for return to work; or
 - b. There is reasonable suspicion of sick leave abuse; or
 - c. The teacher is on duty, but there is a reasonable question whether the teacher is able to perform essential functions of the job; or
 - d. Where the teacher's personal physician or psychologist certification under (2) above requires additional explanation. The Board designated physician or psychologist shall provide a written report to the Superintendent.

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4. Under this Section (F), the Superintendent includes the Superintendent or designated central office administrator.

Article 702

Leaves of Absence

702.01 *III Health Current Contract Language*

702.02 *Maternity/Paternity/Adoptive/Family and Parental Leave*

A. In addition to the reasons identified in Section 701.02 above, sick **PAID FAMILY** leave ~~with pay may be used~~ **SHALL BE GRANTED to full-time teachers** for absences related to the birth, ~~or~~ adoption, **OR FOSTER PLACEMENT for purposes of adoption (referred to as "Foster" throughout this section)** of a child as follows:

1. For the birth or adoptive/**FOSTER** parent, up to thirty (30) sick **PAID-FAMILY LEAVE** days for the birth of the child or the placement of the adoptive **OR FOSTER** child-;

a. For the initial ten (10) days of leave, the teacher may use accrued sick leave or take unpaid leave.

b. For the next twenty (20) days of leave, the teacher will be paid at 70% of regular pay. Teachers may supplement their pay, up to 100%, during the twenty (20) days by using accrued sick or personal leave.

2. For the non-birth parent, up to fifteen (15) sick **PAID-FAMILY LEAVE** days within six (6) months of the birth of the child-;

a. For the initial ten (10) days of leave, the teacher may use accrued sick leave or take unpaid leave.

b. For the next five (5) days of leave, the teacher will be paid at 70% of regular pay. Teachers may supplement their pay, up to 100%, during the five (5) days by using accrued sick or personal leave.

B. **IN ADDITION TO FAMILY LEAVE GRANTED PURSUANT TO 702.02(A), A** teacher anticipating the birth, ~~or~~ adoption, **OR FOSTER PLACEMENT for purposes of adoption (referred to as "Foster" throughout this section)** of a child to the family may request and shall be granted an ~~unpaid maternity, paternity, or adoptive/FOSTER parental~~ leave of absence, provided the following stipulations have been met:

1. Such request shall be submitted on the designated form to the administrator of Human Resources, at least thirty (30) days prior to the beginning date of the requested leave.
2. A ~~maternity or paternity~~**parental** leave request shall be accompanied by a statement from the attending physician indicating the anticipated date of birth of the child and the expected date of disability; or
3. The request for adoptive/**FOSTER** leave shall be accompanied by a statement from the adoption/**FOSTER** agency.
4. The requested duration of such leave shall be for the remainder of the semester in which the leave commences and not to exceed the four subsequent semesters. All such leaves must terminate at the end of a school year. The teacher may submit a request to the administrator of Human Resources, for return to service at any time during the leave. Such request shall be in writing

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and shall be at least thirty (30) days in advance of the desired return date. Such teacher shall be returned to service on the requested date or on the earliest following date when a vacancy occurs requiring a certification/license held by the teacher, provided the Board would otherwise have employees a new teacher for such vacancy.

5. The teacher shall notify the administrator of Human Resources, in writing, of the intention to return to service at least 120 days before the teacher expects to resume duties except, when delivery occurs during such 120 days, notification shall be no more than thirty (30) days after delivery. The teacher shall be informed of receipt of such notification of intent to return. Failure on the part of the teacher to comply with this regulation may be deemed by the Board as an automatic resignation.

6. In the case of an adoptive leave, if the adoption is cancelled after a replacement for the adopting teacher has been arranged, the adopting teacher may request early reinstatement from leave and such request will be given priority consideration by the Administration.

7. BARGAINING UNIT MEMBERS MAY UTILIZE ACCRUED SICK OR PERSONAL LEAVE TO CONTINUE RECEIVING COMPENSATION DURING LEAVE APPROVED UNDER SECTION 702.02(B).

702.12 Personal Leave

A. Each teacher shall be credited with two (2) personal leave days each school year and may use personal leave days for absence due to personal reasons. Personal leave days shall not be deducted from sick leave, and unused personal leave days shall be cumulative from year to year. ~~If possible, a teacher will give the principal or immediate supervisor twenty-four (24) hour advance notice of the intention to take such leave. When a staff member is absent for personal reasons, a report of such absence, signed by the teacher, shall be filed with the principal or immediate supervisor within three (3) days following the last day of such absence or three (3) days after the close of a school year, whichever occurs first. Except for unusual or unforeseen circumstances, a teacher shall provide a written notification to the teacher's principal/supervisor or designee at least five (5) school days in advance of the intention to take personal leave.~~ Such ~~report~~ notification shall contain certification by the teacher that the absence ~~was-is~~ not for one of the reasons proscribed below. The filing of a false statement by a teacher shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable. The following do not constitute valid reasons for the use of personal leave:

1. Gainful employment or other income-producing activity;
2. Any activity in connection with a strike, "study day," "professional holiday," or any other work stoppage or any concerted action related to such activities.

B. For purposes of Section 702.12(A), a school year is from August 1 to the following July 31. Teachers employed after January 1 in a given school year shall be credited with one (1) day of personal leave in that school year. Teachers

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employed after April 1 in a given school year shall not be credited with personal leave in that school year.

C. Absence on Saturdays, Sundays, paid holidays and paid nonwork days shall not be charged against personal leave.

D. Annually no later than May 1, teachers may submit in writing a request to participate in the Board's Personal Leave Buy Back Program for up two (2) personal days per year. Teachers shall be compensated at eighty-five percent (85%) of the daily rate of the BA minimum salary per day. Payment will be made by the date of the 26th pay.

Conceptual Agreement 6/15/22 2:18 PM
Columbus Education Association
Counter to BOE Proposal 20, 21, and Housekeeping
June 15, 2022 12:00 PM
Changes in GREEN
Package Counter: Accept or Reject in its Entirety

Board Proposal 20
Memorandum of Understanding

The Columbus City Schools Board of Education ("Board") and the Columbus Education Association ("CEA") hereinafter referred to as "the parties" agree to the following:

1. The parties desire to work together to ~~create and establish~~ research and make recommendations regarding and affordable High Deductible Health Plan with a Health Savings Account (HSA) component that ~~will~~ may be offered as an optional benefit to employees in addition to existing health insurance option.
2. The parties further desire to achieve this goal by working together in meetings of the Joint CEA/Board of Education Insurance Committee established under Section 806.05 of the Collective Bargaining Agreement.
3. The parties understand the scope of this endeavor and further agree that each party may engage outside consultants at their own expense to assist the Committee in ~~creating-researching and making recommendations regarding the~~ aforementioned High Deductible Health Plan and HSA. The parties also agree that the consultants may be invited to attend the meetings of the Joint Insurance Committee to offer their expertise and guidance on this matter.
4. The parties agree to commence working on this task at the October 2022 meeting of the Joint Committee and established as a goal of completing this task and making a report to the Board and the Association no later than January 31, 2023.

For the Columbus Board of Education

For CEA

Board Proposal 21
Memorandum of Understanding

The Columbus City Schools Board of Education ("Board") and the Columbus Education Association ("CEA") hereinafter referred to as "the parties" agree to the following:

1. It is in the parties' mutual best interest to ~~jointly receive training concerning~~ improve labor-management relations ~~by improving communication and attempting to resolve disputes at the lowest possible level.~~
2. ~~To achieve this goal, the parties will jointly request training regarding improving effective communication and~~ facilitation regarding ongoing labor-management disputes, inclusive of grievances, ~~that training~~ be provided by the Federal Mediation and Conciliation Service ~~by September 30, 2022~~ two (2) times during the 2022-2023 school year. ~~Such training and~~ facilitations shall be scheduled at least ~~once per semester during the 2022-2023 school year~~ and may continue for the duration of the current Master Agreement by mutual agreement.
3. ~~Both parties will appoint~~ Up to six (6) representatives from each party may attend each ~~training and~~ facilitation ~~to attend the training and will mutually schedule training with the Federal Mediator during the 2022-2023 school year for up to five (5) sessions during the school year unless the number of sessions is mutually reduced or increased by the representatives appointed.~~
4. Participation in FMCS facilitation shall not be construed as a waiver of any recourse for dispute resolution by either party.
5. ~~Costs for FMCS facilitation shall be borne solely by the Board.~~ If issues are identified during facilitation which FMCS training would appropriately address, the parties may mutually agree to include one or more training components in facilitation meetings.
6. This Memorandum of Understanding expires on the last teacher contract day of the 2024-2025 school year.

For the Columbus Board of Education

For CEA

Board's Housekeeping

Article/Section	Description
203	Change reference to Section 901.01 to 905.01
207(F)	F. No electronic devices will be used to make any audio or visual record of the visit or conference except by agreement of the teacher.
210	Change "Parent" to " Parent/Legal Guardian/Caregiver "
211.05(D)	Teachers shall...
401.01(C)(1)	Eliminate because about the 2019-2022 school year. (Renumber remaining provisions)
401.01(E)(1)	Eliminate because about the 2019-2022 school year. (Renumber remaining provisions)
505	Eliminate Integrated from the title of the Article and replace "integrated" in the text to "diverse"
508	Professional Development Related to Special Education. Delete because time bound
810.02(A)	A. Fifty (50) percent of the member's accrued but unused sick leave if the member's accrued but unused personal leave.
904.08	A full-time hourly professional employee who is or becomes licensed in a compulsory school age area may apply for a transfer to such compulsory school age area in keeping with the provisions of this Agreement.
1015	Remove Change reference to Section 401.17 as it does not exist (or include appropriate reference). to 401.09
Throughout CBA	Eliminate the use of the word "normal" and replace with the word "typical".

**Columbus City Schools Board of Education
And CEA
Conceptual Agreement on Board 7 and 12 and CEA 10
June 23, 2022**

Article 305

Special Education

~~305.01 A teacher who objects to the decision of an Individualized Education Program (IEP) team may appeal such decision to the appropriate special education supervisor by submitting the objection, in writing, on a mutually agreed upon form, to the building principal for transmittal to such supervisor within three (3) school days. The written objection shall include the specific reasons which formed the basis for the objection. In such an event, the special education supervisor will conduct a conference with the teacher in a reasonably timely manner but not to exceed fifteen (15) school days, unless extended by mutual agreement, after receipt of the objection. If the teacher is not satisfied with the disposition of the conference, the principal will, within three (3) days after the conference, submit the objection to the Director of Special Education. In such an event, the Director of Special Education will conduct a conference with the teacher in a reasonably timely manner but not to exceed fifteen (15) school days, unless extended by mutual agreement after receipt of the objection. The director shall make a final determination with regard to the objection and shall communicate such decision, in writing, to the teacher in a reasonably timely manner but not to exceed ten (10) school days after the conference. In the event the Director of Special Education determines that the volume of appeals makes it impractical for the director to conduct all such conference, the director may utilize a designee other than the special education supervisor involved in the previous conference.~~

305.021 Teachers at Columbus Scioto and Beatty Park schools will continue to be assigned the services of school instructional assistants at present assignment levels through the term of this Agreement.

305.032 The Association Building Councils at Columbus Scioto and Beatty Park schools shall develop and recommend to the principal a training program for their school instructional assistants.

305.043 All bargaining unit members designated as lead teacher/~~related service provider~~ for IEP creation will be given ~~the option to select either two (2) one (1) release days or two (2) days of pay, at the bargaining unit member's daily rate of pay up to twenty (20) hours or up to fourteen (14) there (3) hours for every assigned IEP annually at the supplemental hourly rate each school year~~ to facilitate the completion of the IEPs in a timely manner. The release days, if selected, are regular work days and will be scheduled by the Administration with prior notification of the dates to the designated lead teachers. In addition, designated lead teachers ~~and related service providers~~ shall be paid for ~~(4) hours up to ten (10) hours~~ annually at the supplemental hourly rate for attendance at IEP meetings or to complete IEP paperwork outside regular work hours. ~~This All amounts will to~~ be paid under this section will be paid on the 21st pay date after the office of special education has verified that the designated lead teacher/~~related service provider~~ has completed and turned in IEPs within the required timelines for all of their ~~lead teacher's~~ students. In the event annual IEPs are no longer required, such supplemental compensation shall not be paid.

Columbus City Schools Board of Education
And CEA
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305.04 All Related Service Providers, School Psychologists, and School Nurses will document their services for Medicaid to School Reimbursement, including all aspects of being able to do so (maintaining appropriate licensure, registering for a National Provider Identifier (NPI) number, utilizing the HBS documentation system for later reimbursement) during their contractual workday. The Department of Specialized Instruction will provide annual training and opportunities for continued training/coaching.

305.056

~~THE FOLLOWING CASE LOAD LIMITS WILL BE IN EFFECTIVE FOR ALL SPECIAL EDUCATION INTERVENTION SPECIALISTS STAFF.~~

~~A. RESOURCE ROOM TEACHERS SHALL HAVE CASELOADS CONSISTENT WITH THE OHIO DEPARTMENT OF EDUCATION OPERATING STANDARDS.~~

- ~~a. MULTIPLE DISABILITIES CLASSROOM (K-12) NO MORE THAN EIGHT CHILDREN ON THE ROSTER AND IN THE CLASSROOM AT ONE TIME.~~
- ~~b. EMOTIONAL DISTURBANCES (K-12), NO MORE THAN TWELVE CHILDREN ON THE ROSTER, WITH NO MORE THAN 10 STUDENTS IN THE CLASSROOM AT ONE TIME.~~
- ~~c. HIGH INCIDENCE/CROSS CATEGORICAL CLASSROOMS- NO MORE THAN SIXTEEN STUDENTS (K-8) OR TWENTY-FOUR STUDENTS (9-12) ON THE ROSTER AND IN THE CLASSROOM AT ONE TIME.~~

~~B. PART-TIME HOURLY INTERVENTION SPECIALISTS SHALL SERVE NO MORE THAN THREE STUDENTS FOR EVERY HOUR THEY ARE SCHEDULED (EXAMPLE- 6 HOURS X 3 STUDENTS = 18 MAXIMUM CASELOAD)~~

Board Proposal 7

Article 209

Co-Curricular Activities and Extra Duties

Current Contract Language

Memorandum of Understanding

The Columbus City Schools Board of Education ("Board") and the Columbus Education Association ("CEA") hereinafter referred to as "the parties" agree to the following:

1. By the end of the contract day of the Friday following Labor Day, non-classroom teachers shall provide written notice of whether they want to participate in a voluntary class coverage pool for the following school year. Participation shall be

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at the sole discretion of each non-classroom teacher and authorization shall expire at the end of the school year. A copy of the voluntary class coverage pool list shall be provided to the CEA President or designee.

2. Participants in the pool may be directed to provide class coverage at the discretion of the Board at any location in the district, for any assignment for which they are properly licensed/certified, no more than five (5) instances per quarter. An instance shall consist of any class coverage assignment at one (1) building on one (1) day regardless of the duration of such assignment. Assignments shall be made with due regard for previously scheduled non-classroom teachers' work responsibilities and shall only be made when a substitute is unavailable and regular classroom coverage within the building cannot be provided. Non-classroom teachers shall be compensated in accordance with the provisions of this Article.
3. If the District determines that there are not sufficient volunteers, then the parties will convene to discuss solutions to provide continuity of instruction and to maintain in-person learning.
4. This Memorandum of Understanding expires at the end of the 2022-2023 school year unless the Parties, by mutual agreement, agree to extend on a year-by-year basis through the 2024-2025 school year.

For the Columbus Board of Education

For CEA

CE0927202110, Classroom Reassignment Grievance Arbitration date will be jointly continued until after the parties have agreed to a successor agreement.

Board Proposal 17

Article 704

Reductions in Personnel

704.01 In the event a reduction in the number of teachers is necessary which requires the Board to suspend contracts, such reductions shall be implemented in conformity with the following: Paragraph (Aa) below, whether in its present form or as revised in compliance with Paragraph (B) below.

A. When, for any of the reasons identified in R.C. 3319.17, by reason of decreased enrollment of pupils, return of duty of regular teachers after leaves of absence, or by reason of suspension of schools, demonstrable financial reasons, or territorial changes affecting the District, a the Board of Education decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction. When a proposed reduction in personnel is due to demonstrable financial reasons, a meeting will be scheduled consistent with Article 108.02 for the purposes of discussing the reasons and reviewing relevant financial documents. Financial reasons are defined as a declaration by the Auditor of State of the District being placed in "Fiscal Watch," except when such declaration is the result of the District's failure to submit or update a 5-year forecast in accordance with section 5705.291 of the Revised Code and Administrative Rule 3301-92-04, the District's failure to submit a plan within the allowable timeframe to address a potential deficit when notified under division (B) of section 5705.391 of the Revised Code, or a declaration by the Auditor of State that the District's financial records are un-auditable. The procedure for reduction in personal personnel shall conform with the following as follows:

1. First, the Board shall accomplish any necessary reductions in staff through attrition (i.e. retirement, voluntary resignation, etc.) before any suspension of contracts.
2. Second, should it be necessary to suspend contracts to achieve the necessary reduction in staff, limited contract teachers shall be reduced first utilizing the following order:
 - a. Certification/Licensure within the affected teaching field
 - b. Comparable evaluations as defined in this Agreement
 - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
3. Third, should the necessary reduction of staff require that exceed the number of limited contract teachers in the affected field, only then shall continuing contract teachers be reduced by utilizing the following order:
 - a. Certification/Licensure within the affected teaching field
 - b. Comparable evaluation as defined in this Agreement

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c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

4. Comparable Evaluations

Comparable evaluations shall be defined as follows and reductions in force will be conducted in the following order based on the highest summative rating received from a teacher's two most recent full evaluation cycles within the district. A single summative rating shall be used for the purposes of this Article only in the event that two full evaluations have not been completed with the district.~~based on the last evaluation completed:~~

a. Bargaining unit members without a previous Columbus City Schools OTES, OSCES, and/or LSP evaluation.

~~b. b. Ineffective OTES, OSCES, and/or LSP non-OTES rating if only one evaluation has been completed or for the two consecutive most recent full evaluation cycles.~~

~~a.c. One ineffective and one developing, skilled or accomplished OTES, OSCES and/or LSP rating for the two most recent full evaluation cycles.~~

~~d. c. Developing OTES, OSCES, and/or LSP non-OTES rating if only one evaluation has been completed or for the two consecutive most recent full evaluation cycles.~~

~~e. One developing and one skilled or accomplished OTES, OSCES and/or LSP rating for the two most recent full evaluation cycles.~~

~~fd.d. Skilled or Accomplished OTES, OSCES and/or LSP non-OTES rating if only one evaluation has been completed or within for the last two most recent full evaluation cycles or an incomplete evaluation during the last full evaluation cycle.~~

~~a. All teachers within the District shall be deemed to have comparable evaluations except as defined otherwise in this section.~~

~~b. In the event a teacher is rated "Ineffective" for three (3) consecutive years, such teacher shall no longer be considered comparable to the rest of the bargaining unit for purposes of a reduction in force. However, should such a teacher receive a rating above "Ineffective" in any given year, such teacher shall be deemed comparable with the rest of the bargaining unit.~~

~~c. A transfer or change of position of any kind, including, but not limited to, any transfer to a non-primary area of Certification/Licensure, shall require the consideration of an additional two (2) years of evaluation data before any determination that the teacher is non-comparable to the rest of the bargaining unit can be made.~~

~~d. Any change in evaluators for a given bargaining unit member shall require the consideration of an additional two (2) years of evaluation data~~

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~~before any determination that the teacher is non-comparable with the rest of the bargaining unit can be made.~~

~~e. Newly hired teachers with less than three (3) years of completed evaluation ratings shall be deemed comparably with the rest of the bargaining unit until and unless the teacher fits the criteria in Paragraph 3 of this section.~~

~~5. No reduction in force shall be accomplished through the nonrenewal or termination of the contract of any bargaining unit member. This does not apply to contracts that automatically nonrenew each year.~~

~~6. The above procedure shall be used unless it is necessary to resort to other criteria due to teacher certification/licensure or compliance with State and Federal laws that could not be otherwise met.~~

Bargaining note: Certification/Licensure within the affected teaching field includes endorsements where required by ODE.

~~In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. Then the Superintendent will give preference to the teacher with the higher evaluation rating from the last evaluation completed, unless it is necessary to resort to other criteria to achieve educational and/or administrative goals (including, but not limited to, cultural or linguistic expertise, acquisition of particular knowledge/skills/abilities that are needed, extra duty assignments, employee experience, student needs, employee certification/licensure, preservation of programs, compliance with State and Federal laws). No preference shall be given to a teacher based on seniority except when making a decision between teachers with comparable evaluations. In the event the evaluation rating system is not followed in the identification of the staff reduced teacher, the teacher being reduced shall, upon request, receive written explanation of the major specific considerations leading to such a decision. and to teachers who have greater seniority.~~

704.02 Teachers, whose continuing contracts are suspended, shall have the right of restoration to continuing service status in ~~the order of seniority of service in the District reverse order of suspension~~ if and when teaching positions become vacant or are created for which any of such teachers are or become qualified ~~unless it is necessary to resort to other criteria due to teacher certification/licensure or compliance with State and Federal laws).~~ Following the right to restoration by continuing contract teachers, limited contract teachers shall be recalled in reverse order of suspension as positions are available in their areas of certification/licensure ~~unless it is necessary to resort to other criteria due to teacher certification/licensure or compliance with State and Federal laws).~~ The Board shall recall all teachers on layoff status in the various areas of certification prior to employment of any new teachers in such certification areas.

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~~B. During the term of this Agreement, any change to Section 3319.17 of the Ohio Revised Code shall automatically and simultaneously change Paragraph (A) in precisely the same manner without any consultation or agreement by the Board and Association.~~

~~**704.02** The non-renewal of limited contract teachers resulting from program cancellations or other cutbacks not related to the evaluation or performance of personnel in the bargaining unit shall be accomplished on the basis of seniority in the system within the areas of certification/licensure affected by the reduction. Such teachers shall be considered in a layoff status and shall be recalled in the order of seniority as positions are available in their areas of certification/licensure. Seniority shall be measured from the first day of paid status as a member of the bargaining unit resulting from the most recent employment by the Board of Education without regard for unpaid leaves since such date. In case of a tie, the date of Board action to employ shall further determine seniority for layoff only. The Board shall recall all teachers on layoff status in the various areas of certification prior to employment of any new teachers in such certification areas.~~

Stipulations:

- ~~A. For the purposes of this section, seniority shall conform to the definition in Article 211.03. In the event two or more teachers have equal seniority, all determinations in the order of non-renewal and recall within the equal group shall be made by the administration. In such event, the administration may give consideration to areas of certification/licensure, to past Columbus teaching assignments, to past teaching experience in other Districts, and to race or sex where staff balance is a consideration.~~
- B. As teaching positions become available, teachers who have been reassigned as a result of the reductions or of other personnel, may again be reassigned at the discretion of the Administration to a teaching position more closely conforming to their assignment prior to the reduction transfer. More closely conforming is not intended to include geographical location of assignment.
- ~~C. Teachers on layoff status with multiple certifications/license who are needed to fill an existing vacancy requiring such multiple certifications/licenses. Male and female physical education teachers may be considered separately for layoff and recall purposes.~~ Music teachers shall be considered as vocal and instrumental for purposes of layoff and recall (as well as assignment) based upon their election. ~~Current music teachers shall make their election during the fall of 1979 and n~~New employees shall make their election during the first year of employment. Election shall be made on a form which indicates the purposes of the election and which provides for the election of instrumental, vocal or both.
- D. Teachers on a layoff status shall be responsible for keeping the administrator of Human Resources informed as to their current address and telephone number. Notification of recall by the administrator of Human Resources shall be to such address, and failure to contact the administrator of Human Resources, within fourteen (14) calendar days of the date of mailing shall remove the teacher from

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layoff status. The administrator of Human Resources will also attempt a telephone contact of the teacher. Further, failure to accept the offered assignment shall remove the teacher from layoff status except for continuing contract teachers, who shall not lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed.

Acceptance of an extra-duty assignment shall not be required as a part of such offered assignment. Teachers on layoff status may work as substitute teachers in the Columbus City Schools without jeopardizing their layoff status.

- E. Teachers who are reemployed from a layoff status shall have all seniority rights restored to their status which were in effect on their last date of employment including, but not limited to, salary, transfer and evaluation rights. As an example, a teacher with one year of experience prior to layoff would be given credit for one year of teaching experience on the salary schedule at the time of recall.
- F. All rights provided in this provision for teachers on a layoff status shall be limited to thirty-six (36) months.
- G. ~~It is understood by the parties that it may be necessary to non-renew a larger number of teachers in various areas of certification/licensure than will ultimately be required. In practice, because non-renewal must occur prior to June 1 for the following school year, and b~~Because many resignations and retirements may occur after a reduction in force, do not occur until after that date, many of the staff members who are notified of non-renewalsome teachers who are notified of a reduction in force may be recalled prior to the beginning of the following school year. However, the administration shall have the right to utilize substitute teachers in a limited number of positions during August and September before determining that such positions will be permanently needed and filled by teachers on a layoff status. In addition, substitute teachers may continue to be utilized in the same manner as in the past. In particular, this would include the use of substitute teachers:
 - 1. For teachers who are on sick leave;
 - 2. For the balance of the school year in vacancies occurring during the second semester; and
 - 3. For the balance of the school year in vacancies occurring throughout the school year provided there is reasonable expectation that layoffs may be necessary the following September.
- H. ~~A teacher on an unpaid leave of absence shall be considered on layoff status if during the period of such unpaid leave the teacher would have been laid off under the provisions of this article had the teacher been on paid status. Further, such teacher shall be returned to paid status after the completion of such leave on the same basis as other teachers on layoff status as provided in this article.~~

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- H.** A six-member joint Association/Board committee shall be appointed to advise the administration on problems which may result from the implementation of this provision as such problems are identified by the administrator of Human Resources or the Association.

704.03 The non-retention in employment or the reduction of assignment below six (6) hours per day on a regular basis of full-time hourly professional employees (teachers) resulting from program cancellations or other cutbacks shall be accomplished **consistent with the provisions of Article 704.01.** ~~with the Superintendent giving preference to the teacher with the higher evaluation rating from the last evaluation completed, unless it is necessary to resort to other criteria to achieve educational and/or administrative goals (including, but not limited to, cultural or linguistic expertise, acquisition of particular knowledge/skills/abilities that are needed, extra duty assignments, employee experience, student needs, employee certification/licensure, preservation of programs, compliance with State and Federal laws). No preference shall be given to a teacher based on seniority except when making a decision between teachers with comparable evaluations, on the basis of seniority among full-time hourly professional employees in the system within the program and area of certification affected by the reduction with~~
~~t~~The following stipulations **are in place:**

- A. Seniority shall be measured from the first day of paid status in the earliest year of continuous employment by the Board of Education. To qualify as a year of continuous employment, the employee must have worked a minimum of thirty-seven (37) weeks with a minimum of six (6) hours per day on a regular basis during the year.
- B. Such teachers shall be considered in a layoff status and shall be recalled in **the order of seniority**~~reverse order of suspension~~ as contract or full-time hourly positions are available for which they are certified ~~unless it is necessary to resort to other criteria due to teacher certification/licensure or compliance with State and Federal laws~~. Such teachers as may be recalled to contract teaching positions may, at the option of the Board, be reassigned at the end of the school year to a full-time hourly teaching position.
- C. All provisions of Section 704.02 of this article not in conflict with Section 704.03 shall also apply to full-time hourly professional employees.
- D. Any full-time hourly professional employee whose assignment is reduced to less than six (6) hours per day on a regular basis shall be considered on layoff status; however, such employee may elect to remain in the less than full-time position without prejudicing the bargaining unit member's rights under 704.03(A) above.

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Columbus Education Association
July 27, 2022**

Conceptual Agreement

Board Proposal 1

Article 108

Board-Association Consultation

Board withdrawals proposal – Current Contract Language

Board Proposal 13

Article 401

Teacher Evaluation

Board withdrawals proposal – Current Contract Language for sections 401.05, 401.06 and 401.07

Board Proposal 23

Article 1501

Procedures for Professional Negotiations

1501.03 School Calendar

The school calendar shall be subject to negotiations and notwithstanding any other provision of this chapter, bargaining the school calendar for the school year immediately following the expiration of a collective bargaining agreement will commence no later than March 16 prior to the expiration of said agreement. If the parties are unable to reach agreement by April 1, on a school calendar for the subsequent school year, the parties mutually agree that the Board may adopt a calendar for the coming school year provided the adopted calendar is in compliance with the following provisions:

- A. Pupil attendance days do not exceed 181.
- B. Teacher duty days do not exceed 185, except, effective with the 2023-2024 school year teachers in their first year of employment will have 188 duty days with three (3) days of induction immediately prior to the regular school year.
- C. The first teacher duty day is not prior to August 10, and the last teacher duty day is not after June 10, (the first teacher duty day shall not be prior to September 1, and the last teacher duty day shall not be after June 17 if the first teacher duty day begins after Labor Day) except for teachers who are voluntarily assigned to year-round schools.
- D. A winter intermission starting before December 24, and ending after January 1
- E. Any such school calendar will also include:
 - 1. Labor Day as paid holiday

2. Thanksgiving and the Friday immediately following as paid holidays
3. Martin Luther King's observed birthday as a paid holiday
4. A spring intermission of six (6) paid school days of which five (5) shall be consecutive days
5. The observed Memorial Day as a paid holiday
6. 195 contract days, except, effective with the 2023-2024 school year, teachers in their first year of employment shall have 198 contract days.
7. Beginning with the 2018-2019 school year, the school calendar shall include four (4) records days as paid work days. Each records day shall be student non-attendance days and occur the Wednesdays after the end of the first and after the end of the second grading periods. Records day for the third grading period will depend upon state testing dates. Records day for the fourth grading period shall occur on the last teacher work day of the school year.

Collective bargaining for school calendars other than for the school year immediately following the expiration of a collective bargaining agreement are not subject to this section, but are subject to bargaining in accordance with other sections of this article.

F. The three (3) days of induction for teachers in their first year of employment shall be for the purposes of orientation and induction and shall replace previous new teacher orientation practices prior to the 2023-2024 school year. For attendance during these three days, teachers shall be compensated at 1.5% of the BA minimum salary in effect on September 1 of that school year for each day at their daily rate of pay. During such days, CEA shall be scheduled for four (4) hours to address attendees.

CEA Proposals 13 and 14 and Board Proposal 14

Article 507

Professional Development

507.01 The parties believe that professional development is an ongoing process that promotes and supports both professional and personal growth for all teachers and is aimed at increasing student progress/growth. The parties agree to examine strategies and mechanisms that will increase training time of teachers other than the workdays set forth in Section 1401.03. Strategies and mechanisms shall include, but not be limited to, courses offered by the District and CEA, customized courses developed in partnership with institutions of higher education, distance learning and video programming. Customized content will also be developed, as appropriate, in consultation with department based team members, including bargaining unit members and administrators utilizing the Association Building Council structure (ABC) including but not limited to, in the following areas: adapted physical education, related service providers, school psychologists, social workers, counselors, library media specialists, unified arts, early childhood education, and nurses. Professional development will focus on building teacher quality to increase student progress/growth.

~~**507.02** The Joint Professional Development Committee will continue to work cooperatively to determine content for district wide professional development in service on the "waiver days." The joint committee will strive to schedule these days on a Tuesday, Wednesday or Thursday that does not precede or follow a three-day weekend, holiday or vacation. The joint committee~~

~~will strive to provide college credit or CEUs for professional development. Beginning with the 2020-21 school year, fifty percent (50%) of all professional development days shall occur after the end of the second quarter. The Board will make every reasonable effort to evenly distribute professional development days throughout the school year.~~

507.032 The parties agree that these principles in paragraphs 507.01 ~~and 507.02~~ will guide the Joint Professional Development Committee in the planning and the implementation of professional development.

507.0423 Full-time teachers must engage in a minimum of forty (40) hours each school year of job-embedded professional development that is aligned to high-impact strategies identified in the school's Ohio Improvement Plan or the district improvement plan. Job-embedded professional development shall occur during the district's professional development days, early release days, TBTs, instructional rounds, and/or building staff meetings. The forty (40) hours will be prorated for less than full-time teachers and for teachers who have a leave of absence exceeding ten (10) consecutive days using sick leave, FMLA, or other health-related approved leave.

507.054 Individual bargaining unit members may apply for professional development outside the district. The bargaining unit member shall share information gained from the professional development to staff on the bargaining unit member's team.

507.065 The Joint Professional Development Committee shall recommend provisions for make-up of ~~the five (5) professional development days~~ or on-line/webinar materials for those absent ~~on for any of the five (5) professional development days. If the district provides on-line/webinar materials for any of the five (5) professional development days and a teacher is absent on one or more of those days, the teacher must complete the make-up(s) in the same school year. If a teacher is absent during a professional development, the teacher must complete make-up(s) prior to the beginning of the next school year, utilizing on-line resources or in-person make up sessions provided by the District during the contractual work day or during extended time if made available by the District.~~

507.076 The District shall provide time during the teacher day to complete required compliance and safety computer-based training.

CEA Proposal 4

*** Replace MOU p151 (SELPs/ISS) with MOU below**

Article 208

Classroom Atmosphere

~~208.11 An advisory committee to the Superintendent shall be formed consisting of four (4) administrators appointed by the Superintendent, four (4) Association Representatives appointed by the Association President, and up to four (4) other persons representing different stakeholders in pupil well-being and success mutually agreed upon by the Superintendent and the Association President. By October 2019, a representative of the committee shall report their meeting schedule and agendas to the Reform Panel. At the conclusion of its work, the committee shall make written recommendations to the Superintendent on strategies for success for all students, including restorative practices, trauma-informed care, PBIS, and other social-emotional learning practices so that students and staff may have a safe and educationally sound learning environment. The goal of this committee will be to maintain students in their current educational learning environment while holding students accountable for their actions and their behaviors consistent with board policy. The committee will also provide recommendations on how to use discipline to change student behavior as opposed to punishing and excluding students from learning and how to effectively design and implement alternative educational settings, including Options for Success. With the assistance of a professional evaluator, the committee will evaluate and review the work of social-emotional learning practitioners as identified in the Memorandum of Understanding between the parties and in-school suspension settings in place for the 2018-19, 2019-20, and 2020-21 school years specifically with respect to services to students, impact on student learning and discipline, staffing, job descriptions and funding. The recommendations shall be issued by January 15, 2022. Recommendations of the committee as well as associated data shall be topics of discussion during negotiations for a successor agreement.~~

MEMORANDUM OF UNDERSTANDING

The Columbus City Schools Board of Education ("Board") and the Columbus Education Association ("CEA") hereinafter referred to as "the parties" agree to the following:

1. The parties agree that for the 2022-2023, 2023-2024, and 2024-2025 school years only, the Board of Education shall employ a minimum of fifteen (15) full-time bargaining unit members as social emotional learning practitioners. Consistent with Board Guardrails 2 and 4, the role of these bargaining unit members will be to support the development, implementation and sustainability of an equity-centered social, emotional, and academic learning framework.
2. The parties agree that for the 2022-2023, 2023-2024, and 2024-2025 school years, all buildings containing students in any combination of grades seven (7) through twelve (12) shall have a full-time district employee assigned for the **primary sole** purpose of providing supervision to any students in in-school suspension as behavioral intervention.
3. An advisory committee to the Superintendent shall be formed consisting of four (4) administrators appointed by the Superintendent, four (4) Association Representatives appointed by the Association President, and up to four (4) other persons representing different stakeholders in pupil well-being and success mutually agreed upon by the Superintendent and Association President. By October 2022, a representative of the committee shall report their meeting schedule and agendas to the Reform Panel. At the conclusion of its work, the committee shall make written recommendations to the

Superintendent on strategies for success for all students, including restorative practices, trauma informed care, PBIS, and other social emotional learning practices so that students and staff may have a safe and educationally sound learning environment. The goal of this committee will be to maintain students in their current educational learning environment while holding students accountable for their actions and behaviors consistent with board policy. The committee will also provide recommendations on how to use discipline to change student behavior as opposed to punishing and excluding students from learning and how to effectively design and implement alternative educational settings. With the assistance of a professional evaluator, the committee will evaluate and review the work of social emotional learning practitioners as identified in paragraph 1 above and in-school suspension settings in place as identified in paragraph 2 specifically with respect to services to students, impact on student learning and discipline, staffing, job descriptions and funding. The recommendations shall be used by January 15, 2025. Recommendations of the committee as well as associated data shall be topics of discussions during negotiations for a successor agreement.

FOR THE COLUMBUS BOARD OF EDUCATION

FOR THE COLUMBUS EDUCATION ASSOCIATION

Date: _____

Date: _____

District Proposal 11

Article 302

Teacher Class Load

~~302.07 Kindergarten through seventh grade classroom teachers who determine that a student may be retained, shall develop and submit a Diagnostic Performance Summary plan to the principal prior to June 1. This Diagnostic Performance Summary form and procedures will be mutually developed. The parties shall use the draft form discussed during bargaining on May 25, 2000, as a guide for content. The form to be used shall be in a computerized format (if possible). At the elementary level, the form shall replace the fourth interim report for failing students, technology permitting.~~

Article 303

Ability Grouping

~~The Association of Building Council in elementary schools shall discuss the matter of ability grouping and make appropriate recommendations to the principal.~~

Article 304

304.01 Current Contract Language

304.02 Current Contract Language