

## Memorandum of Understanding

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

1. The parties agree that Summer School will be held virtually during the summer of 2020. Members of the CEA Bargaining Unit will continue to perform Summer School job duties to provide learning opportunities for students, consistent with the CEA-CCS 2019-2022 Master Agreement (“AGREEMENT”) between CEA and the BOARD and this memorandum.
2. During the 2020 Summer School session, employees of the BOARD covered by the AGREEMENT will:
  - a. Perform work consistent with the employee’s job assignment and outlined in the Job Expectations document attached as Attachment A.
  - b. CEA bargaining unit members 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. CEA bargaining unit members shall have the option of using a BOARD-owned Chromebook, if available, or retrieving the bargaining unit member’s BOARD-owned desktop work computer from the employee’s work location pursuant to previously issued direction from the District. Requests for a BOARD-owned device shall be made to the CEA bargaining unit member’s immediate supervisor.
  - c. CEA bargaining unit members without consistent home internet access shall notify their immediate supervisor and engage in good faith discussions on how to support student learning. In no case shall an agreement between a CEA bargaining unit member and their supervisor to support student learning supersede the terms of the AGREEMENT or this memorandum.
  - d. The BOARD agrees to provide professional development to CEA bargaining unit members on available online learning electronic platforms. CEA members will receive professional development prior to being directed to use a newly introduced electronic platform. A CEA bargaining unit employee who needs specific training on an online learning electronic platform should contact their supervisor.
  - e. No CEA bargaining unit member shall be directed to communicate electronically with students and/or families by any method other than a BOARD-owned communications platform (i.e. District Email, Google Classroom, etc...)

f. The BOARD agrees that CEA bargaining unit members shall be provided technical support for both hardware and software platforms they are directed to use.

g. CEA Bargaining Unit members shall use available District resources and available community resources (i.e. free internet offered through available providers) to connect to the internet. The BOARD agrees that CEA bargaining unit members who do not have access to District or other internet resources and experience a negative financial impact from the use of home internet and/or data plans for Board business shall be made whole for the difference between the member's regular monthly internet bill (if any), and any bill covering the period of summer school identified in paragraph "A" of this memorandum, up to a maximum of \$50 per month.

h. The BOARD agrees that no CEA bargaining unit member shall be directed to perform job duties which contradict the orders of the Governor of Ohio or the Director of the Ohio Department of Health regarding the COVID-19 pandemic.

i. The BOARD and CEA agree that this memorandum is not precedent-setting, and that except as explicitly modified by this memorandum during the terms of the memorandum, all provisions of the AGREEMENT remain in full force and effect.

3. The terms of this Agreement will not establish any precedent and may not be offered, used, or admitted into evidence in any proceeding or litigation, whether civil, arbitral, administrative or otherwise for such purpose.

4. This Memorandum of Understanding expires upon the conclusion of the 2020 Summer School Session, unless extended by mutual agreement.

For CEA:

For the BOARD:



John Coneglio, President

Dr. Talisa Dixon, Superintendent

06/15/2020

6/16/20

Date

Date