

## **Memorandum of Understanding – Return to School 2020-2021 School Year**

WHEREAS the 2020-2021 School Year is beginning in a completely virtual learning environment for all students in grades pre-K through 12 as a result of the COVID-19 pandemic for the first quarter – which is Tuesday, September 8 through Tuesday, October 27 for schools on the traditional calendar and through at least the first intersession which is July 29 through October 23 for year-round school Woodcrest Elementary – of the 2020-21 school year (“the virtual learning period”);

WHEREAS families can choose between two types of virtual instruction: remote learning using CCS curriculum or the CCS Digital Academy (“CCSDA”) using self-paced curriculum;

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

1. Members of the CEA Bargaining Unit will continue to perform 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 during the virtual learning period.
2. Beginning August 24, 2020, during the virtual learning period noted above and any extension thereto mutually agreed upon by the parties, employees of the BOARD covered by the AGREEMENT will:
  - a. Perform work consistent with the employee’s job assignment and outlined in the Instructional Roles & Responsibilities for Academic Services Staff document incorporated 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.
  - c. The BOARD shall provide to CEA bargaining unit members all technology hardware and software necessary to complete assignments and directives. Requests for BOARD technology shall be made to the CEA bargaining unit member’s immediate supervisor.
  - d. Should the Superintendent, in her sole discretion, require some or all CEA bargaining unit members to report to work during the virtual learning period, the Superintendent or her designee will provide written notice to CEA and the bargaining unit members affected at least ten (10) business days prior to the requirement to report to a worksite. The BOARD and CEA agree that any necessary modifications to the AGREEMENT, this Memorandum, or its

attachments resulting from such a requirement shall be subject to negotiations between the parties consistent with Ohio Revised Code Chapter 4117.

e. For CEA bargaining unit members regularly assigned to the CCSDA or CCS worksites who have not been directed to return to a CCS worksite but who would prefer to work onsite, workspace shall be available within the District at designated worksites. Such workspace shall be available within the District to be utilized at the sole discretion of the bargaining unit member so long as the bargaining unit member is able to complete job expectations remotely. The BOARD agrees to engage in discussions on an individual basis with members who experience home internet connectivity issues if that member has a concern about returning to a CCS worksite in order to find a workable solution.

f. At any workspace to which a CEA bargaining unit member reports within the District, the Board shall ensure that safety protocols are in place which comply with all orders issued by federal, state, and local governments and agencies in response to the COVID-19 crisis consistent with law. To provide a safe workplace, the BOARD shall:

- i. Ensure that designated workspaces are provided for each CEA bargaining unit member and are at least 6 feet or more of distance from any other workspace. The BOARD's intention is to provide classroom space to CEA bargaining unit members, and the Board will provide environments that are conducive to effective instruction and that comply with Ohio Department of Health and Columbus Public Health orders consistent with law.
- ii. Require all employees wear facemasks in common areas consistent with Ohio Department of Health and Columbus Public Health orders. A cloth mask will be provided to each employee if requested. Employees will be responsible for laundering masks.
- iii. Regularly disinfect workspaces consistent with Centers for Disease Control (CDC) COVID-19 guidelines.
- iv. Provide hand sanitizer and other appropriate cleaning supplies at each workspace.
- v. Provide access to staff-only restrooms equipped with running water, soap, and paper towels.
- vi. Provide training to CEA bargaining unit members on CCS safety & compliance procedures.

- vii. Common areas will have designated limited occupancy consistent with Ohio Department of Health and Columbus Public Health orders consistent with law.
- viii. Require all employees to sign in when entering the worksite.
- ix. Work in cooperation with Columbus Public Health when an employee tests positive for COVID-19 at a worksite so that Columbus Public Health may send out proper notification to employees who have potentially been exposed.

g. CEA bargaining unit members assigned to non-CCS and NPSS worksites will complete job duties consistent with Attachment "A" per supervisor direction. CEA and the BOARD agree to continue ongoing dialogue regarding individual non-CCS and NPSS worksites. The BOARD agrees to communicate to non-CCS and NPSS locations its expectation that such locations will comply with all Department of Health orders. CEA reserves the right to utilize all available legal measures to ensure BOARD employee safety.

h. Due to the unique health and safety issues that may arise during the term of this Memorandum of Understanding the parties agree to modify the timelines identified in Section 206.05 of the AGREEMENT as follows:

i. An employee or Association representative shall file in writing a health and safety complaint with the immediate supervisor or principal within two (2) work days of the occurrence of the alleged violation.

ii. If the immediate supervisor or principal does not respond in writing to the alleged violation to the satisfaction of the employee/Association within three (3) work days, the employee or the Association may appeal the complaint to the Director of Buildings and Grounds for employees assigned to CCS worksites and to the Director of HR Administration for employees assigned to non-CCS worksites by filing a written appeal with the director within three (3) work days of the immediate supervisor/principal's response or due date to respond. The director or designee shall respond in writing to the complaint within three (3) work days of submission of the appeal. If the corrective action is identified in the response, then the response shall include a planned date of project completion.

iii. After receiving the response from the director or designee, a bargaining unit member who is dissatisfied with the disposition of the Health and Safety complaint may file a complaint with the Ohio Bureau of Workers Compensation Public Employees Risk Reduction Program (PERRP) using Form SH-6.

i. The BOARD agrees to provide professional development to CEA bargaining unit members on 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 any technology hardware or software they are directed to use should contact their supervisor.

j. 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...).

k. The BOARD agrees that CEA bargaining unit members shall be provided technical support for District provided hardware and software platforms they are directed to use. To the extent possible, this technical support will be provided remotely. When in-person technical support is required, the support will be provided at Board approved sites consistent with safety protocols noted in subparagraph "f" above.

l. The BOARD agrees that no CEA bargaining unit member shall be directed to perform job duties which contradict orders issued by federal, state and local governments and agencies in response to the COVID-19 crisis.

m. The parties agree that the provisions of the Americans with Disabilities Act (ADA) and the Families First Coronavirus Response Act (FFCRA) will be followed with respect to paid leave entitlements in the applicable circumstances. The parties agree to work collaboratively to address any such matters in an expedient fashion giving due consideration to the needs of the CEA bargaining unit member, the district, and the situation at hand.

3. In regard to the CCSDA, the parties agree as follows:

a. CCSDA will be operational for the 2020-2021 school year.

b. CCSDA certificated non-administrative positions shall be staffed solely with CEA bargaining unit members. Staffing will be completed as follows:

i. Supplemental contracts in the areas of Elementary Grades K-5, Unified Arts K-12, Intervention Specialists K-12, Special Education Coordinators, and Middle and High School English, Math, Science and Social Studies consistent with the provisions of Article 402 of the AGREEMENT except as explicitly modified herein.

ii. Full time positions filled in accordance with the following:

A. All bargaining unit members assigned to VCAP and Options for Success will be temporarily reassigned to CCSDA for the 2020-21 school year. Any assignment for the 2021-2022 school year shall be made consistent with Article 211 of the AGREEMENT.

B. All bargaining unit members who have been assigned as social emotional learning practitioners for the 2020-2021 school

year per the Memorandum of Understanding entered into between the parties on p. 151 of the AGREEMENT (“MOU”) will be temporarily reassigned to positions in CCSDA for the 2020-2021 school year and will return to their positions as social emotional learning practitioners consistent with the MOU for the 2021-2022 school year.

C. All Latchkey teachers may be assigned to CCSDA during the virtual learning period.

c. CCSDA supplementals shall be posted no later than August 21, 2020.

d. CCSDA supplementals shall be paid an hourly rate per Article 903 of the Agreement.

e. CCSDA supplementals are for one year, but it may be necessary to release employee(s) from supplemental(s) based on enrollment in CCSDA at the conclusion of the first semester of the 2020-2021 school year. The BOARD agrees that in the event it becomes necessary to release employees from CCSDA supplementals, the BOARD shall first solicit volunteers within the certification/licensure band. Should voluntary releases be insufficient to meet the need based upon enrollment, CEA bargaining unit members holding CCSDA supplementals shall be released beginning with the least senior CEA bargaining unit member within the certification/licensure band.

f. CCSDA supplementals will automatically expire at the end of the 2020-2021 school year with no further action of the Board required.

4. The parties agree that the MOU referenced in paragraph 3(b) above is amended as follows:

a. The positions as identified in paragraph 1 of the MOU will be assigned to the CCSDA per paragraph 3(b) above.

b. Any positions identified in paragraph 2 of that MOU will not be filled until the 2021-2022 school year.

5. 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.

6. Paragraph 3 of this Memorandum of Understanding will remain in effect for the 2020-2021 school year. All other provisions of this Memorandum of Understanding expire at the end of the remote instruction period noted in paragraph 1, unless extended by mutual agreement.

For CEA:



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John Coniglio, President

8/21/20

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Date

For the BOARD:



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Dr. Talisa L. Dixon, Superintendent/CEO

8/21/20

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Date