

OEA Testifies in Support of Bill to Fix School Funding

On Thursday, Feb. 25, 2021, OEA President Scott DiMauro offered proponent testimony before the House Finance Subcommittee on Primary and Secondary Education for House Bill 1. House Bill 1 contains the Fair School Funding Plan. The Fair School Funding Plan passed the Ohio House by a vote of 87-9 at the end of 2020, but the Senate did not consider the bill before the legislative session ended.

The Fair School Funding Plan seeks to base decision making on identifiable student needs and the actual cost of providing a high-quality education. The funding plan would provide an additional \$1.99 billion more in state aid annually when fully phased in and provides about 70 percent of the increased funds to the poorest urban, small town, and rural districts in the state. The plan would also end the use of gain caps and would reduce the number of districts from the state's funding guarantee to fewer than 10 of Ohio's 609 districts. Additionally, the bill direct funds charters and vouchers, rather than the current pass-through funding system.

To read OEA President Scott DiMauro's testimony, go to <https://bit.ly/2MJzAVL>.

HB 67 Stalls Amid Federal Testing Announcement

On Monday, the U.S. Department of Education announced that they would not be granting waivers allowing states to forego annual testing this year. While the announcement included flexibility about when and how the tests are administered and how the data may be used; testing will go forward. This is hugely disappointing news as Ohio educators have been vocal about the need to focus on classroom instruction and meeting student needs rather than spending time on standardized tests.

This announcement came a day before the House Primary and Secondary Education Committee was poised to pass House Bill 67. HB 67, sponsored by Representatives Adam Bird (R-Cincinnati) and Kyle Koehler (R-Springfield), calls for waiving state required tests and requiring the Ohio Department of Education to seek a waiver of federally mandated tests for this school year. The bill also allows high schoolers to use their course grades in lieu of test scores for the purpose of high school graduation.

OEA Vice President Jeff Wensing testified in support of HB 67 to read his testimony, go to <https://bit.ly/3r93jq1>. Additionally, more than 6,300 OEA members took action in support of HB 67. There was broad support in the House to pass the bill, however, the Ohio Senate and Governor DeWine were likely roadblocks to keep the bill from being signed into law.

OEA remains supportive of the provisions of HB 67 related to waiving state testing above the federal minimum requirements (high school end of course exams in American History and American Government) and allowing class grades to be used for high school graduation. These provisions may move forward in an amended version of HB 67 or in separate legislation. We will keep members updated as the situation develops.

Paid Holidays: Know Your Leave Balance

Section 1501.03 of our contract provides for certain paid holidays throughout the school year, including Thanksgiving and the day after. However, pay for holidays is not a given. Members who are not in a "paid" status the day immediately preceding the holiday and the day immediately following the holiday

will not receive holiday pay. If you are absent and you are not on paid sick leave or personal leave, you will forfeit the pay for those holidays. Call the CEA office if you have questions.

Spring 2021 CEA Foundation Mini Grant Applications Now Online

The CEA Foundation is excited to announce its Spring 2021 Mini Grant application is available on the CEA website. Mini Grants are open to any CEA member in good standing; members are encouraged to think about programs, initiatives and supplies they personally fund or would like to expand in their classrooms/ buildings. The CEA Foundation's Mini Grant purpose is to empower CEA members, in good standing, to design and implement innovative opportunities that will ultimately lead to higher achievement for all students.

There is still over \$6,000 in the grant money available to CEA members. **Spring applications are due Wednesday, Mar. 24, 2021.** Grants are awarded in one of three categories:

Early Career Educators	Years 1-5 only	Up to \$300 per grant
STEM/STEAM	All CEA members	Up to \$600 per grant
General	All CEA members	Up to \$320 per grant

Go to <http://bit.ly/CEAminiDirec> for directions to apply for the grant. The online application can be found on the CEA website or going to <http://bit.ly/CEAminiAPP> and downloading the pdf.

Apply for a CEA Scholarship

Do you have a child graduating high school? Would you like some financial assistance with their college education? Consider applying for a CEA and CEA-R Scholarship. These competitive scholarships are a wonderful opportunity for our members' children to earn scholarship dollars toward college. **Applications are due by 4:30 p.m., Friday, Mar. 26, 2021.**

You can find the application at <http://bit.ly/ceaspringschol21>. The scholarship application must include a statement of the student's personal philosophy and goals and also include two references: One from a current academic instructor with whom the student has studied during the past year and one from someone other than a relative. Applicants must be the children of a CEA or CEA-R members for their dependent(s) to be eligible. A teacher must:

- Be a current CEA or CEA-R member
- Have taught in Columbus City Schools for the four (4) years prior to applying for the scholarship unless the applicant taught for four (4) years prior to:
 - Going on an approved leave of absence
 - Going on an approved disability retirement
 - Retiring and maintaining membership in CEA-R

Applicants must:

- Be the child of a CEA or CEA-R member.
- Be graduating high school seniors or students already enrolled in an undergraduate program at a college or university.
- Have a cumulative grade point average of 2.5 or above, which must be verified by an official high school or university transcript. Copies will not be accepted.
- Be a full-time student while enrolled in college.
- Include a copy of the Student Aid Report from FASEA.
- Indicate all financial aid (other than student loans) which they expect to receive.

The Christa McAuliffe Memorial Scholarship is granted

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The CEA Master Agreement is set to expire in fewer than 527 days.

Grievance Update

Your Association works hard to protect your rights and maintain the integrity of the negotiated contract. While we advise bargaining unit members to work out problems at the building level first, we know this isn't always possible. We will regularly inform you of the grievances on which CEA is working.

Building/Unit Administrator	Statement of Grievance	Relief Requested	Disposition
Edmund Baker South HS	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of South HS, Edmund Baker, failed to adjust classroom numbers so that the class sizes/student load for teacher(s) at South HS meet contractual requirements.	That the principal immediately adjust numbers to make all classes and student loads for teacher(s) in the building compliant with the numbers required in the contract; and that no reprisals be taken against any member of the bargaining unit because of the filing of this grievance and that NO reprisals be taken against the grievant because of filing of this grievance.	Arbitrator selected. Arbitration hearing date pending.
CCS Administration	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the Columbus City Schools Board of Education failed to fill certain department chair supplemental positions in accordance with the CEA-CCS 2019-2022 Master Agreement.	The affected bargaining unit members shall be made whole in every way, including but not limited to the following: The district shall fill supplemental department chair positions at K-6 buildings to for both K-5 Literacy or Math and 6th grade English and Math positions. There shall be no reprisals against the grievants by any agent of the Board of Education for the filing of this grievance	Based on the information presented at the Step 2 grievance hearing, there is no evidence to support the Union claim that management has violated Article 203 or Section 905.01 of the CEA-CCS 2019-2022 Master Agreement. The intent of the language was to allow K-8 schools to have an elementary school chairperson and a middle school chairperson. K-6 and Pre-K-6 are considered elementary schools making them eligible to receive a middle chairperson for the 6th grade. In lieu of the above, the relief requested is denied. The CEA Board of Governors has voted to send this grievance to arbitration.
Nikki Myers Salem ES	Salem ES principal Niki Myers, in her capacity as agent of the Board of Education of Columbus City Schools, violated the Columbus Education Association-Columbus City Schools 2019-2022 Master Agreement by authorizing the issuance of a Letter of Direction to grievant without just cause.	The grievant will be made whole in every way, including but not limited to the following: The district shall immediately withdraw the Letter of Direction issued on or about December 8, 2020 from the grievant's personnel and discipline files. Any record of the Letter of Direction issued on or about December 8, 2020 which must be maintained by the district as public record pursuant to state law shall contain a notation stating that the Summary of Conference was withdrawn by the board. The Letter of Direction issued on or about December 8, 2020 or any record thereof shall not be cited as past discipline or referenced in any future employment record or reprimand, warning, or discipline issued to the grievant. There shall be no retaliation against the grievant by any agent of the Board of Education.	The CEA Board of Governors has voted to send this grievance to arbitration.
CCS Administration	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provisions of the 2019-2022 CEA-CCS Master Agreement, including but not limited to Articles 201.03 and 210.03, when Director of Employee Relations John Dean, acting in his capacity as agent of the board, informed the Association via email that it would unilaterally implement a revised elementary grading policy which directed teachers to provide opportunities to improve students' final quarter grades and reopened the elementary grading window for the first quarter. On or about January 20, 2021, the Association was made aware of the implementation of this revised elementary grading guidance via email. The email from the Director of Employee Relations reads, in relevant part; "After review of your position, the District has decided to move forward with the implementation plan as presented to you last week without additional modification. Additionally, we decline to make the guidance optional." Article 201.03 of the 2019-2022 CEA-CCS Master Agreement reads: "In the event the school administrator changes a student's nine-week grade, the administrator will, as promptly as practical, notify the teacher who gave the original grade. In the event the school administrator changes a student's final grade, the administrator will initial and date such change and, as promptly as practical, notify the teacher who gave the original grade." Article 210.03 of the 2019-2022 CEA-CCS Master Agreement reads, in relevant part: "For grades Pre-Kindergarten through grade five (5): a. The grade entry window shall be open beginning twenty (20) school days before the end of each grading period and ending the day prior to distribution of grade reports. 3. All teachers shall have final student grades entered into the electronic grading system in accordance with the grade mark entry schedule."	The association requests that the grievant(s) be made whole in every way, including but not limited to the following: For each impacted bargaining unit member, the Board shall provide the hourly equivalent of two (2) contractual work days of unassigned time, free of duty, during the regular school calendar for the completion of work which was not completed due to the Board's violation of the Master Agreement. The Board shall comply with articles 201.03 and 210.03 of the Master Agreement.	Article 210.03-The CEA Representative is correct that the grading window was open to allow the teachers the ability to enter the updated grades. However, this action is not prohibited by the Master Agreement between CEA/CCS. This action is not a violation of contract and does not prohibit Management from reopening the window to facilitate student support. The agreed upon MOU indicates that teachers will communicate to ensure student success. The grade change was not included in the MOU. Furthermore, nothing in the Master Agreement prohibits that grading guidelines violate the contract. 201.03-Is a notification provision and there is no pre-emption of grade change process. There is nothing in this article that restricts outreach efforts. These efforts can provide opportunities for student success. Relief Requested. In lieu of the above, there is no evidence to support the Union claims that Management was in violation of the Master Agreement or Article 201.03 and 210.03. The CEA Board of Governors has voted to send this grievance to arbitration.
Dr. Keisha Fletcher Bates Trevitt ES	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when Trevitt Principal, Dr. Keisha Fletcher Bates, acting as an agent of the Board of Education for Columbus City Schools, failed to provide staff with ABC agendas withing two days of receiving them from the chairperson as well as ABC minutes within five days of receiving from the chairperson.	The grievant shall be made whole in every way, including but not limited to the following: The administrator provide an copy of the ABC agenda to all Staff within two days of receiving it from the chairperson. The Administrator will also provide a copy of the ABC minutes within five days of receiving it. There shall be no reprisal against the grievant by any agent of the Board of Education for the filing of this grievance.	Step I Hearing held. Awaiting result.

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each year to a student majoring in education (unless no education applicants apply). This scholarship will be 1½ times the amount of any other scholarships awarded. Send completed applications to: Columbus Education Association, Attn: Spring Scholarship, 929 E. Broad Street, Columbus, OH 43205.

Become a PDS Course Requester

The Columbus Local Professional Development Committee (LPDC) is offering web-based training sessions to learn how to become an approved PDS Course Requester in the CCS PD System for the 2020–2021 School Year.

Attending this training will enable you to enter in-district professional development (including TBTs) into the PDS so that eligible educators may earn CEUs for their participation. This training will cover both the compliance components for entering courses for CEU purposes as well as walk through the course proposal process in the PDS.

This is the Initial Training and is for individuals who have not

been trained in the past. NOTE: This is NOT a requirement for everyone—only those who want/need to enter workshops into the PDS and maintain and track attendance.

You can find upcoming training dates in the PDS by entering the course number (38785) into the search bar under the Course tab in the title bar – <https://ccsoh.truenorthlogic.com>.

Article 211 Calendar 2021 (Conducted Virtually)

March		
Monday	8	Round 2 Postings CLOSE Applications no longer accepted after 5 p.m.
Tuesday	9	Round 2 Interviews Open Schools and Departments [All known openings] Interview Times are as follows: Elementary & K–8—after 3:30 p.m. Middle & High Schools—after 2:30 p.m.
Friday	12	Round 2 Interviews Close Schools and Departments Selection Agreement Forms and Rosters sent by HR (electronically) to Principals by 5 p.m.

Tuesday	16	All Round 2 School and Department Selection Agreement Forms due to Human Resources (electronically) by 5 p.m.
Wednesday	17	All Round 2 School and Department roster changes must be resolved and sent back to Human Resources by 5 p.m.
Friday	19	Virtual Job Fair—4:30 p.m. (complete instructions on virtual job fair process will be made readily available to participants)
Wednesday	24	Remaining Teacher Placements: Human Resources

Important Information: Remote-In/Simultaneous Instruction

During negotiations for our comprehensive 2020–2021 School Year Memorandum of Understanding, the District’s bargaining team brought to the table a proposal that a large group of CEA bargaining unit members would be required to instruct in-person and virtual students simultaneously using “remote-in” technology.

Your CEA bargaining team was unequivocal in its response.

Except in extremely limited circumstances, the proposal was a non-starter.

Educators responsible for the supervision and education of both in-person and remote students at the same time incur significant risk to their licensure and careers. We reminded the Board’s team that during these very negotiations, over 600 teachers in neighboring Gahanna made the difficult decision to go on strike in the middle of a global pandemic over this very issue, ultimately forcing that district to drop the requirement.

Your CEA team was successful in limiting so-called “remote-in” instruction to the following situations (Blended Learning Model, Content Area Teachers, Paragraph #4): *“Special identified student populations (AP, IB, CCP, Career Center) may fall outside of these asynchronous minute requirements if teachers, in their professional judgment, choose to provide live instruction at their sole discretion to students who are remote or if the teachers must provide live instruction to certain students who are remote if deemed an appropriate accommodation as the result of a 504 or IEP team meeting, due process or mediation case.”*

This language is followed by an entire paragraph of agreed-upon protections for members in these narrow categories. To be crystal clear:

1. The ONLY CEA bargaining unit members who can be directed to provide simultaneous remote-in instruction are those with remote students for whom remote-in instruction has been deemed an appropriate accommodation as the result of a 504 or IEP team meeting, due process or mediation case.
2. The ONLY CEA bargaining unit members who may choose, at their sole discretion, to provide remote-in instruction are those with AP, IB, CCP, or Career Center students.

We understand the desire of some members to provide extra “live” instruction to their remote students. However, these negotiated limitations are for the protection of your licensure and career.

We are also receiving reports that some administrators are directing, encouraging, suggesting, pressuring, or implying that other CEA bargaining unit members must provide remote-in instruction.

This is unacceptable.

A directive to provide remote-in instruction is a change in your working conditions that must be bargained pursuant to Ohio Revised Code 4117. Outside of the narrow categories detailed above, no such agreement has been reached between CEA and CCS. A directive to other bargaining unit members to provide remote-in instruction will result not only in a grievance being filed for violation of the MOU, but potentially an Unfair Labor Practice charge being filed with the State Employment Relations Board for a unilateral change in working conditions.

If you have any questions do not hesitate to contact CEA.

Options for any CEA Member Recalled to Work Families First Coronavirus Response Act

The Families First Coronavirus Response Act (FFCRA) expired Dec. 31, 2020. However, just before winter break, CEA announced that our Union was successful in reaching a groundbreaking agreement with the District to extend all provisions of the FFCRA through Mar. 23, 2021, for CEA Bargaining Unit

members. It is important to note that the names of these benefits, or the forms used to apply, may change as they are no longer tied to federal law. However, the benefits themselves will remain intact for the duration of the extension. It is also important to note that there was no “reset” of available leave time. Therefore, if you exhausted FFCRA leave in 2020, you will not be eligible for the extended benefits.

If you are caring for minors whose school or daycare is closed/unavailable, you or a household member have tested positive for COVID-19, are exhibiting symptoms, waiting for test results, or are under a quarantine order you likely qualify for FFCRA leave. FFCRA includes two major components; Emergency Paid Sick Leave (EPSL) and Emergency Extended FMLA (EFML). These leaves, combined, can cover up to 12 weeks of paid leave. They are in addition to district leaves and do not affect sick leave balance. The member may elect to use sick leave simultaneously to receive full pay instead of the ⅔ pay provided for by FFCRA. These leaves can be used intermittently just like FMLA.

To apply electronically using the District’s automated COVID Leave Request Form, go to <http://bit.ly/3aUYif8>.

For more information about CCS COVID Leave, go to <https://tinyurl.com/CL-CCS-FAQ>.

If you are denied, or have questions specific to your situation, contact the CEA office.

Americans with Disabilities Act

The Americans with Disabilities Act (ADA) is a Federal Law that requires employers to make reasonable accommodations for individuals with a diagnosed disability. If you have been diagnosed with a physical condition which puts you in a COVID-19 high-risk category (see <https://bit.ly/3cRwmYL>), or a mental health condition that is worsened by the COVID-19 pandemic, you may be eligible for accommodations under the ADA. These accommodations can include, but are not limited to, additional PPE, increased distancing, transfer to a vacant position with less contact, remote work, or even medical leave.

- Apply for ADA Accommodation at <https://bit.ly/2ScYnR6>

If you are denied, or have questions specific to your situation, contact the CEA office.

Unpaid Medical Leave

All Board of Education employees are eligible for Unpaid Medical Leave of up to two years according to the Ohio Revised Code 3319.13. If you do not fall in to one of the categories above and do not wish to return to work in the current environment, this is an option available to you. Contact the CEA Office for more information.

PAR/CEU Classes

The Peer Assistance and Review (PAR) office will be offering a series of professional growth opportunities for teachers of all skill and grade levels. Participants will receive CEUs. Course materials will be provided.



Mar. 9 Let’s Give Them Something to Talk About: Using Student Conversation to Facilitate Achievement (0.2 CEUs)

Mar. 11 Social Studies Collaborative: Vocabulary (from 4:30-5:30) (0.1 CEUs)

Mar. 23 Infusing Technology in Your Classroom (0.2 CEUs)

Register today on PD Planner for any or all of these sessions. All classes will begin at 4:30 p.m. unless otherwise noted. Call the PAR Office at (614) 365-5110 for more information or ask your PAR CT if you have questions.

Special Notes

- ☐ **Catastrophic Leave Donation Request:**

Renée Castorano (Wedgewood MS) has been approved for Catastrophic Leave and is in need of donated days. **To donate**, enter your name at the top of the CCS “**Report of Employee Absence**” form. In the “**Comments**” section, write the words, “**Catastrophic Sick Leave Donation.**” Be sure that you and your principal or supervisor sign the form. Indicate on the form to whom you are donating the sick time.

☐ **Catastrophic Leave Donation Request:** Cindy Meister (Clinton ES) has been approved for **Catastrophic Leave** and is in need of donated days. **To donate**, enter your name at the top of the CCS “**Report of Employee Absence**” form. In the “**Comments**” section, write the words, “**Catastrophic Sick Leave Donation.**” Be sure that you and your principal or supervisor sign the form. Indicate on the form to whom you are donating the sick time.

☐ **Catastrophic Leave Donation Request:** Michelle A. Innis-Dorsey (Duxberry Park ES) has been approved for **Catastrophic Leave** and is in need of donated days. **To donate**, enter your name at the top of the CCS “**Report of Employee Absence**” form. In the “**Comments**” section, write the words, “**Catastrophic Sick Leave Donation.**” Be sure that you and your principal or supervisor sign the form. Indicate on the form to whom you are donating the sick time.

☐ **PBIS FRIDAY LIVE!:** Every Friday the District PBIS Coordinators present fifteen minutes of SEL Connections and PBIS Quick Tips. These are a great opportunity to connect with other staff, practice self-care, and start your Friday in a positive and calm way. **All staff are welcome.** Join us on Fridays from 8–8:15 a.m. Questions? Contact Jacquie Pencek, District PBIS Coordinator, at jpencek9864@columbus.k12.oh.us. Go to <https://ccsoh-us.zoom.us/j/3059377463#> to participate.

☐ **Deductions for Union Dues:** The “Tax Cuts and Job Act,” effective in the 2018 tax year, suspended the previous deduction for job-related expenses or other miscellaneous itemized deductions that exceeded two percent of adjusted gross income. This suspension includes unreimbursed employee expenses such as union dues. These expenses are no longer deductible. Therefore, the annual “Deductible/Non-Deductible portion of dues,” featured in *The CEA Voice* and communicated by CEA, will no longer be produced. For further information, see your tax preparer or IRS Publication 5307. Because of lobbying by NEA and action by OEA members, the \$250 Educator Expense Deduction for eligible expenses such as professional development courses, books, and classroom supplies remains in Federal tax law.

☐ **Professional Leave:** There is \$200,000 available to bargaining unit members each year to pursue professional development opportunities outside the school district. These include taking a course or attending a conference or workshop. **Due to the COVID-19 Pandemic, all district-related travel has been prohibited, however, professional leave is available for online conferences.** Forms to apply for professional leave are available in the “Forms” section of the CEA website or the CCS Intranet, along with the full leave guidelines and the deadline schedule for applications based on the activity date.

☐ **CEA Spring Election is by U.S. Mail:** The following positions will be filled: **2021 NEA Local Delegates, 2021 NEA State-At-Large Delegates, and 2021–22 OEA Delegates.** Due to the COVID-19 partial school reopening, at the request of the CEA Elections Committee and Elections Chair, and upon consultation with the Ohio Education Association, the CEA Board of Governors have voted to conduct the CEA Spring Election via a mail-ballot election. It will be conducted by the American Arbitration Association (AAA), a secure third-party provider. **The mail out of ballots began Wednesday, Mar. 3. Voting will begin Tuesday, Mar. 9. The voting period ends** (and the last day for AAA to receive ballots via mail) **will be Tuesday, Mar. 23. The ballots will be tabulated by AAA on Wednesday, Mar. 24. If you receive a damaged ballot or do not receive a ballot by Tuesday, Mar. 9, call the AAA Duplicate Hotline at 1-800-529-5218, Monday through Friday, 9 a.m. to 5 p.m.** This number is to be utilized **only** for duplicate ballot requests. Members may also make requests by **emailing** Sacha Ulerio at ulerios@adr.org. Members are asked **not** to call prior to **Mar. 9, 2021**, to allow sufficient time for the delivery of all ballots.

☐ **CEA Needs Your Personal Contact Info:** We

need your personal (**non-CCS**) email address and your cell phone number so we can communicate important information to you. CEA needs to communicate critical information to you by the most expeditious means possible, and that is not always the *CEA Voice*. We can communicate with you in a moment’s notice through text messages and emails. If you are not receiving messages from CEA, send an email with your contact information to Kathy Wilkes at wilkesk@ceaohio.org.

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Asking for Assistance is not a weakness. Contact EAP for help.

From time to time, we all feel stressed out. One of your negotiated benefits is the **Employee Assistance Program (EAP)**. Get help, **at no cost to you**, for confidential and private counseling services.

The program is run by ComPsych. Referrals include free, short-term counseling for a variety of issues. Call **800-774-6420** for help. Go to www.guidanceresources.com, and use “CCS” as the company ID to register.



Remember that your CEA Master Agreement is always located on our website at

www.ceaohio.org/cea-contract/

and click on

2019–2022 CEA Master Agreement

Columbus Education Association



Master Agreement 2019–2022

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