

## **Memorandum of Understanding – BlendED 2021-2022**

Columbus City Schools will be offering BlendED, a new online Pre-K through 12 program that also includes some in person learning, for the 2021-2022 school year, with BlendED staff working onsite.

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

1. CEA bargaining unit members assigned to the BlendEd Program will be housed at BOARD worksites based upon grade band as follows:
  - a. To the extent feasible given existing space limitations, all bargaining unit members teaching grades pre-k through five (5) including intervention specialists and unified arts assigned full-time to BlendEd students in these grade bands.
  - b. To the extent feasible given existing space limitations, all bargaining unit members teaching grades six (6) through eight (8) including intervention specialists and unified arts assigned full-time to BlendEd students in these grade bands.
  - c. To the extent feasible given existing space limitations, all bargaining unit members teaching grades nine through twelve (12) including intervention specialists and unified arts assigned full-time to BlendEd students in these grade bands.
  
2. The BlendED regular education, intervention specialist, K-5 unified arts and other full-time teaching positions that will be assigned onsite will be CEA bargaining unit positions and will be posted and filled as follows:
  - a. Vacancies shall be posted on the BOARD intranet and emailed to all current CEA bargaining unit members for a minimum of seven (7) calendar days before the application deadline.
  - b. Any CEA bargaining unit member who is under a current three-year commitment is eligible for a waiver of this commitment for the purposes of applying for a position in BlendED. This waiver only applies to vacancies in BlendED for the 2021-2022 school year.
  - c. Any teacher desiring to be considered for such vacancies shall apply by timely submitting a cover letter, copy of current certification for the position, and resume to the Human Resources Department. Postings shall describe the vacant position, including special factors. Examples of such factors are special

knowledge, skills or training and extra duties. The posting shall include the deadline and directions for making application.

- d. Vacancies will be filled utilizing the following interview/selection process. The interview/selection panel will consist of two (2) administrators and two (2) CEA appointed representatives. The administrator shall determine which applicant is selected for the position. If the administrator's selection does not follow the panel's recommendation, the administrator shall send written notice of the selection to members of the interview panel and to the Association President. The two most senior applicants qualified by certification/licensure for each grade-level/position group shall be interviewed. Prior service in the Columbus City Schools Digital Academy (CCSDA) during the 2020-2021 School Year shall be considered by the interview/selection panel.
  - e. An applicant who accepts an offer to fill a vacancy is committed to BlendED for one (1) year. The bargaining unit member shall have the option to remain assigned to BlendED or any substantially similar BOARD program, should it continue, or be granted a voluntary staff reduction and enter the Article 211 process.
3. All CEA bargaining unit members assigned to work with students in BlendED on less than a full-time basis will be assigned per departmental procedures. For the purposes of such procedures, there shall be no distinction between a BlendEd student and a traditional student, and no distinction between a BlendEd grade band as described in Paragraph 1 of this memorandum, and a traditional building.
  4. For the purpose of required student testing for BlendED students which must be completed in-person, testing shall occur with the support of the student's BlendED teacher of record. If it is not feasible for a student to test with their BlendED teacher of record, the CEA and the BOARD shall meet prior to the testing date with the intent of reaching agreement on an alternate testing plan.
  5. For purposes of Articles 202, 203, 205, 301, and 302 of the Master Agreement between the parties, as well as the Memorandum of Understanding titled "Eight Period Day in High Schools and Middle Schools" between CEA and BOARD, each grade band (preK-5, 6-8, 9-12) in BlendED will be considered a building. If preK-5 is over 500 in student enrollment, then two buildings will be designated.
  6. Use of Technology in BlendED:
    - a. The BOARD shall provide to CEA bargaining unit members working with students in BlendED all technology hardware and software necessary to complete job duties. Requests for BOARD technology shall be made to the CEA bargaining unit member's immediate supervisor.

- b. CEA members 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 teacher, in their professional judgment, may choose not to record and/or post a lesson. CEA members, in their professional judgment, may choose to provide live instruction to students who are remote while also providing in-person instruction. If deemed an appropriate accommodation as the result of a 504 or IEP team meeting, due process or mediation case, a CEA member may be required to provide live instruction to certain students who are remote while also providing in-person instruction. If any disciplinary situation arises in connection with delivery of live instruction 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 CEA 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. Recorded CEA 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 the CEA President.
  - c. CEA bargaining unit members working with students in BlendED 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.
7. Supplemental positions shall be available for the 2021-2022 school year for BlendED for 6-12 Unified Arts, World language and Gifted bargaining unit members dependent upon the discretion of the Superintendent to offer coursework outside the regular school day. Should a position be posted, the Unified Arts, World language or Gifted teacher would teach a course to students in BlendED outside of regular work hours and be compensated at the bargaining unit member's hourly rate as defined by Article 903 of the CEA/Board Master Agreement. Supplemental postings shall include the expected hours per week. Such hours shall include planning and grading time of at least one hour for every four (4) hours of instruction. Class size for supplemental positions will conform with the provisions of Article 301 of the CEA-BOARD Master Agreement.


8. The BOARD and CEA agree that this memorandum is not precedent-setting, and that except as explicitly modified by this MOU during the term of the MOU, all provisions of the CEA-BOARD Master Agreement remain in full force and effect.
9. This Memorandum of Understanding expires at the end of the regular teacher work day, as defined by the CEA-BOARD Master Agreement, on the final teacher attendance day of the 2021-2022 school year.

For CEA:

  
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John Coneglio, President

June 2, 2021  
Date

For the BOARD:

  
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Dr. Talisa Dixon, Superintendent

June 2, 2021  
Date