

**MEMORANDUM OF UNDERSTANDING
2023-2024 RELATED SERVICES SUPPLEMENTAL HOURS**

This Memorandum of Understanding ("MOU") is entered into this 11th day of September 2024, by and between the Columbus Education Association ("CEA") and the Columbus City School District Board of Education ("BOARD"). In consideration of the parties' mutual interest in compensating CEA bargaining unit members employed by the BOARD who are performing work outside the contractual work day to support students with disabilities, the parties agree as follows:

1. The provisions of this MOU apply to CEA bargaining unit members who provided specially designed instruction ("SDI"), as defined by the Individuals with Disabilities Education Act (IDEA), to more students during the 2023-2024 school year than identified in O.A.C. 3301-05-09(I)(2)-(3), and who were previously boarded for supplemental hours, but fewer than 100 hours.
2. Eligible CEA bargaining unit members, as defined by Paragraph 1, who received a prorated number of hours shall be paid for up to a number of hours necessary to equal one-hundred (100) hours. For example, an eligible CEA bargaining unit member who was previously paid forty (40) supplemental hours shall be eligible for payment for an additional number of hours of up to sixty (60) supplemental hours. Eligible CEA bargaining unit members will be required to sign an attestation statement verifying that the number of hours claimed is a good faith estimation of additional hours worked outside of the contractual work day and that the hours were not previously compensated by the BOARD. The statement will be agreed upon by the parties prior to distribution. The parties agree to meet and discuss the statement within 7 days of the execution of this MOU.
3. The claimed number of hours will be paid as a stipend equal to the number of hours at the Master Agreement Article 903 supplemental hourly rate for the 2023-2024 school year.
4. Payment of the stipend as defined in this memorandum shall be made within sixty (60) days of the employee's submission of the attestation document.
5. Except as explicitly modified by this MOU, all provisions of the Master Agreement between the parties remain in full force and effect. This MOU shall not affect the interpretation of Article 903 and will not be used against the BOARD or CEA as past practice or precedent.
6. This MOU shall expire upon all supplemental payments established herein having been made to eligible CEA bargaining unit members.
7. Upon execution of this MOU, but not later than noon on September 13, 2024, CEA will dismiss with prejudice the Unfair Labor Practice Charge, Case No. 2024-ULP-07-0106.
8. CEA agrees to waive any right to file a grievance or an unfair labor practice charge with the State Employment Relations Board complaining of the facts and events that gave rise to this MOU.

For CEA:

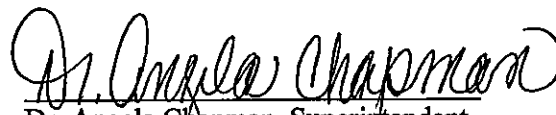


John Coneglio, President

September 11, 2024

Date

For the Board:



Dr. Angela Chapman, Superintendent

9/11/2024

Date

**MEMORANDUM OF UNDERSTANDING
2024-2025 RELATED SERVICES SUPPLEMENTAL HOURS**

This Memorandum of Understanding ("MOU") is entered into this 11th day of September 2024, by and between the Columbus Education Association ("CEA") and the Columbus City School District Board of Education ("BOARD"). In consideration of the parties' mutual interest in providing compensation CEA bargaining unit members employed by the BOARD who will be performing work outside the contractual work day to support students with disabilities during the 2024-2025 school year, the parties agree as follows:

1. The provisions of this MOU apply to all intervention specialists, including special needs pre-school, speech language pathologists, occupational therapists, physical therapists, and adaptive physical education teachers, who provide specially designed instruction ("SDI"), as defined by the Individuals with Disabilities Education Act (IDEA).
2. In consideration of required record keeping, including but not limited to the maintenance of Individualized Education Plans for students being provided SDI, eligible CEA bargaining unit members, as defined by Paragraph 1, shall be paid a stipend for providing SDI to more students than identified in O.A.C. 3301-05-09(I)(2)-(3) during the 2024-2025 school.
3. The calculation of the stipend shall occur as follows:
 - a. A stipend equal to five (5) hours at the 2024-2025 supplemental hourly rate will be paid for each student above the number identified in O.A.C. 3301-05-09(I)(2)-(3) for the period October 1, 2024 through and including the second quarter records day.
 - b. A stipend equal to five (5) hours at the 2024-2025 supplemental hourly rate will be paid for each student above the number identified in O.A.C. 3301-05-09(I)(2)-(3) for the period beginning the day after the scheduled second quarter records day through and including the final day of student attendance.
 - c. For example; if during either or both timeframes identified above, a physical therapist is serving, at the highest point, sixty school age children, which exceeds the Ohio Administrative Code provision by ten children, the physical therapist will be paid a stipend equal to fifty (50) supplemental hours (ten students above caseload x five hours) at the end of either or both time periods.
4. Payment for the stipends as defined in this MOU shall be made within sixty (60) days of the end of each time period.
5. For the 2024-2025 school year, transition coordinators will be boarded for up to 300 hours of extended time at the supplemental hourly rate. Extended time worked will be recorded on a timesheet with the standard level of detail necessary to process payment. Timesheets for the extended time worked during the first semester of the school year will be turned in not later than the end of the contract day on the second quarter Records Day and timesheets for the extended time worked during the second semester of the school year will be turned in not later than the end of the contract day on final teacher contract day of the 2024-2025 school year. Payment for the extended time will be made within sixty (60) days of the end of each semester.

6. Except as explicitly modified by this MOU, all provisions of the Master Agreement between the parties remain in full force and effect. This MOU shall not affect the interpretation of Article 903 and will not be used against the BOARD or CEA as past practice or precedent.
7. This MOU shall expire at the end of the 2024-2025 school year. The parties agree that this MOU shall be a subject of discussion during negotiations for a successor agreement.
8. CEA agrees to waive any right to file a grievance or an unfair labor practice charge with the State Employment Relations Board complaining of the facts and events that gave rise to this MOU.

For CEA:



John Coneglio, President

September 11, 2024

Date

For the Board:



Dr. Angela Chapman, Superintendent

9/12/2024

Date