MEMORANDUM OF UNDERSTANDING 2025-2026 SPECIAL EDUCATION STAFFING BID

This Memorandum of Understanding ("MOU") is entered into this 24th day of October 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 to address special education staffing challenges ahead of the 2025-2026 School Year:

- 1. The provisions of this MOU apply to all full-time and part-time CEA bargaining unit members who hold a valid State Board of Education educator license to provide specially designed instruction to students as defined by the Individuals with Disabilities Education Act (IDEA).
- 2. No later than October 31, 2024, the BOARD shall prepare a list of all known Intervention Specialist classroom assignment staffing needs for the 2025-2026 school year, by work location ("Staffing Needs List"). No later than October 31, 2024, the BOARD shall also prepare a seniority list of all CEA bargaining unit members in the Intervention Specialist job title, by work location, based upon the definition of seniority in Article 211.03(A) of the CEA-BOARD Master Agreement ("Work Location Seniority List"). The parties shall jointly review and approve a final version of the Work Location Seniority List.
- 3. No later than November 1, 2024, the BOARD shall make an electronic form completed by the bargaining unit member, which bargaining unit members as described in Paragraph 1, wish to remain in their current assignment for the 2025-2026 school year. If the bargaining unit member does not complete the form, the bargaining unit member will be deemed to retain position. The BOARD, within two school days of submission deadline, shall compare the Staffing Needs List and the Work Location Seniority List to determine, by order of work location seniority, which bargaining unit members can be guaranteed their current work location and classroom assignment for the 2025-2026 school year. These bargaining unit members shall be notified by the BOARD that they are guaranteed to remain in their current position for the 2025-2026 school year. The BOARD waives the provisions of CEA-BOARD Master Agreement Article 211.02 for such bargaining unit members, and they shall not be involuntarily transferred during the 2025-2026 school year.
- 4. No later than November 22, 2024, bargaining unit members who are not guaranteed placement as described in Paragraph 3, shall be eligible to bid electronically on remaining positions from the Staffing Needs List, by order of District seniority based upon the definition of seniority in Article 211.03(A) of the CEA-BOARD Master Agreement. This bid shall be conducted electronically via Zoom with rules mutually agreed-upon by CEA and the Board. Bargaining unit members who are placed utilizing this bid process shall be notified by the BOARD that they are guaranteed to remain in their selected position for the 2025-2026 school year. The BOARD waives the provisions of CEA-BOARD Master Agreement Article 211.02 for such bargaining unit members, and they shall not be involuntarily transferred during the 2025-2026 school year.
- 5. Following 2025-2026 school year placements based upon the Paragraph 4 bid process, the Board may begin hiring and placing external candidates in positions on the Staffing Needs List which are not filled by a current CEA bargaining unit member. CEA waives the right to file a grievance or raise a complaint regarding the filling of such vacancies with external

candidates during the term of this Memorandum, provided that all other provisions are followed.

- 6. Bargaining unit members, as described in Paragraph 1, who are not placed in a 2025-2026 school year position through the Paragraph 3 and/or Paragraph 4 processes may participate in the regular Article 211 process during the 2024-2025 school year.
- 7. Bargaining unit members, as described in Paragraph 1, who elect to remain in their current assignment, but are not guaranteed placement through the paragraph 3 or paragraph 4 processes, and those bargaining unit members who select a position through the regular Article 211 process, remain subject to all terms of Article 211.02, including potential involuntary transfer during the 2025-2026 school year.
- 8. For the purposes of this memorandum, the BOARD agrees to waive all current work location commitments for bargaining unit members described in Paragraph 1 who enter the bid process created by this agreement, including a bargaining unit member's initial commitment at time of hire and any other location commitment applicable to an Article 211 transfer.
- 9. All bargaining unit members, as described in Paragraph 1, who currently hold part-time hourly positions or other hourly appointment excluding Building Substitutes with the BOARD, shall be eligible to participate in the placement processes described in this Memorandum, and shall be offered 1-year limited teaching contract for the 2025-2026 school year. Upon acceptance of a 1-year contract, bargaining unit members shall select an existing intervention specialist vacancy for placement, and upon placement shall be paid at the appropriate Step on the Teacher Salary Schedule. Such bargaining unit members shall automatically return to their prior part-time status or other hourly appointment at the end of the 2025-2026 school year, unless an equivalent 1-year teaching contract is offered and accepted.
- 10. Except as explicitly modified by this MOU, all provisions of the Master Agreement between the parties remain in full force and effect. The terms of this Memorandum are not precedent setting.
- 11. This MOU shall expire at the end of the last teacher workday of the 2025-2026 school year.

For CEA:

John Coneglio, President

Il Toylor

10/24/24

Date

For the Board:

r. Angela Charman. Superintendent

Date