

**IN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO**

BETH QUEEN)	CASE NO.
26 Marion Drive)	
Poland, Ohio 44514)	
)	
Plaintiff,)	
)	
vs.)	
)	
NATIONAL EDUCATION)	
ASSOCIATION,)	
c/o Becky Pringle)	COMPLAINT FOR DECLARATORY
1201 16th Street, NW)	JUDGMENT AND INJUNCTIVE
Washington, D.C. 20036,)	RELIEF
)	
and)	
)	
OHIO EDUCATION ASSOCIATION,)	
c/o Scott DiMauro)	JURY DEMAND ENDORSED
225 East Broad Street)	HEREIN
Columbus, Ohio 43215)	
)	
and)	
)	
POLAND EDUCATION ASSOCIATION,)	
c/o Richard Dinunzio)	
3199 Dobbins Road)	
Youngstown, Ohio 44514,)	
)	
Defendants.)	

Plaintiff, Beth Queen, hereby states as follows:

INTRODUCTION

1. This is an action for damages and declaratory and injunctive relief on a contract.
2. In its 2018 decision in *Janus v. AFSCME*, the U.S Supreme Court held that the First Amendment protects public-sector employees from being compelled “to subsidize private speech on matters of substantial public concern” without prior affirmative consent. *Janus v. Am. Fed’n of State, Cnty., & Mun. Emps., Council 31*, 585 U.S. 878, 886 (2018).
3. The Court rejected the requirement that forced government employees either to pay monthly dues or agency fees, used to support union policies and union lawyers, even when employees objected to those policies and actions. Non-payment would trigger employment termination.
4. But “[c]ompelling individuals to mouth support for views they find objectionable violates [a] cardinal constitutional command, and in most contexts, any such effort would be universally condemned.” *Id.* at 892. *Janus* made clear that unions and governments cannot continue to compel “free and independent individuals to endorse ideas they find objectionable.” *Id.* at 893.
5. In light of *Janus*, Mrs. Queen terminated her membership in Defendant the National Education Association (“NEA”), the Ohio Education Association (“OEA”), and the Poland Education Association (“PEA”) (collectively the “Union”).
6. The Union has accepted that termination. Exhibit A.

7. The Union has been charging Mrs. Queen's credit card monthly for union dues since 2017 pursuant to an electronic agreement (the "Credit Card Charge Contract"), which sets forth the terms and conditions of such automatic charges. Exhibit B.

8. Mrs. Queen has demanded, on multiple occasions, that the Union stop the automatic charging of membership dues to her credit card and refund any union membership dues taken after her membership termination. *See, e.g.*, Exhibit C.

9. The Union has continued charging union membership dues to Mrs. Queen's credit card, claiming that it is authorized to do so, based upon the terms of a membership and dues deduction card ("2005 Deduction Card Contract") that Mrs. Queen had signed in 2005. *See* Exhibit C; Exhibit D.

10. The 2005 Deduction Card Contract, to the extent it was ever valid, has been vitiated based on Mrs. Queen's leave of absence, through mutual rescission and other legal claims set forth below, and because the Credit Card Charge Contract is the operative agreement.

11. Whether the 2005 Deduction Card Contract or the Credit Card Charge Contract is applicable, any contractual requirement to continue union dues collections from Mrs. Queen as a non-member of the Union would be an unenforceable penalty and/or unjustly enriches the Union.

12. Any ostensible agreement requiring Mrs. Queen to continue to pay union membership dues when Mrs. Queen is not—in fact—a union member, is invalid because, by the terms of the operative agreement, she is only required to pay membership dues "required for membership in the associations." Exhibit B. As Mrs. Queen is no longer a member "in the associations," there are no membership dues that are required for membership.

13. Mrs. Queen therefore asks this Court, pursuant to Ohio contract law, to stop these practices and to require the Union to reimburse her for its improper membership dues collection.

PARTIES

14. Plaintiff Beth Queen is employed by the Poland Local Schools as a teacher. Mrs. Queen was previously a member of the Union. Mrs. Queen resigned from any such union membership in February 2025.

15. Defendant National Education Association is a public sector labor union with its principal place of business in Washington, District of Columbia.

16. Defendant Ohio Education Association is a public sector labor union and state affiliate of NEA with its principal place of business in Franklin County, Ohio.

17. Defendant Poland Education Association is a public sector labor union and local affiliate of NEA and OEA with its principal place of business in Washington, District of Columbia.

VENUE

18. Venue is proper in this county under Ohio Civil Rules 3(C)(2), (3), (5), and (6) because (a) Plaintiff agreed to the Deduction Card Contract and Online Contract here, (b) the dues were charged to Plaintiff's credit card here, and (c) Defendant PEA has its principal place of business here.

FACTUAL BACKGROUND

19. Mrs. Queen seeks to enforce her common law contractual rights and defenses relating to a contract for union membership and the continued forced charge to her credit card for union dues after she had left the union.

20. Mrs. Queen's union membership was evidenced, at one point, by a membership and dues-deduction authorization card, 2005 Deduction Card Contract, which she signed at the beginning of the 2005–2006 membership year. *See* Exhibit D.

21. Through the 2005 Deduction Card Contract, Mrs. Queen authorized the deduction “BY CONTINUING PAYROLL DEDUCTION” of union membership dues in exchange for the benefits of Union membership. Exhibit D.

22. Pursuant to its collective bargaining agreement with the Union, which is the exclusive bargaining representative under R.C. 4117.04, *et seq.*, Poland Local Schools deducted union membership dues from Mrs. Queen's paychecks.

23. Upon information and belief, Mrs. Queen's employer is only authorized to deduct union membership dues based upon, and after receipt of, a signed deduction card for a specific employee.

24. In 2017, Mrs. Queen ceased dues deductions from her paycheck.

25. This mutual agreement to cease dues payments through payroll deductions mutually rescinded the 2005 Deduction Card Contract.

26. In 2017, both parties agreed that instead of payroll deductions, Mrs. Queen would begin paying her membership dues by enrolling in an autopay program through the Union's online payment portal.

27. Through the autopay system, membership dues are charged to Mrs. Queen's credit card. *See* Exhibit B.

28. Between the end of the payroll deductions and now, the Union's online payment portal began requiring acceptance of new terms and conditions related to the payment of membership dues before proceeding to the portal. *See* Exhibit B.

29. These new, materially different terms and conditions in the Credit Card Charge Contract now govern the contractual relationship between Mrs. Queen and the Union. *See* Exhibit B.

30. Additionally, at the end of 2021, Mrs. Queen took an unpaid leave of absence from her employment with Poland Local Schools until 2023. *See* Exhibit E; Exhibit D.

31. When Mrs. Queen took her unpaid leave of absence, the terms of the 2005 Deduction Card Contract, if it was still the operative agreement, terminated her membership and authorization for continued dues deductions. *See* Exhibit D ("In the event my employment is voluntarily or involuntarily terminated, or I take an unpaid leave of absence, I agree that the balance of the annual dues not deducted during the year will be deducted from my final check.").

32. Thus, under the terms of the Deduction Card Contract and through mutual rescission, the 2005 Deduction Card Contract ceased to be the operative contract.

33. Upon information and belief, neither the collective bargaining agreement nor any other documents that are binding on Mrs. Queen allow the Union to charge non-union members for membership dues.

34. The collective bargaining agreement between the Union and Poland Local Schools only governs the payment of membership dues through payroll deduction. *See* Exhibit F; Exhibit G, § 1.5.

35. Because the 2005 Deduction Card Contract ceased being the operative contract—and no payroll deductions were occurring—the collective bargaining agreement does not govern the payments at issue, and Mrs. Queen’s employment as a public employee is only tangentially related to this action, this case is a matter of a pure common law contract dispute.

36. To access the online portal for purposes of reviewing her payment obligations, Mrs. Queen first has to agree to the new terms and conditions in the Credit Card Charge Contract that now govern the contractual relationship between her and the Union. *See* Exhibit B.

37. Under the terms of the Credit Card Charge Contract, Mrs. Queen authorized the charging of her credit card “for annual membership dues, fees, and assessments required for membership in the associations.” Exhibit B.

38. At the time of filing this Complaint, the membership dues that the terms and conditions of the Credit Card Charge Contract refer to are:

NEA Dues (D01)	213.00
OEA Dues (D01)	663.00
District Dues (F22)	36.00
Local Dues (D01)	85.00

Exhibit B.

39. In addition to authorizing the charging of her credit card “for annual membership dues . . . required for membership in the associations,” the Credit Card Charge Contract requires Mrs. Queen to agree that “this authorization for the payment of membership dues, fees, and assessments continues year-to-year and shall remain in effect until the earlier of: 1) *my written notice of termination*, or 2) the termination of my eligibility to maintain membership in the associations. I understand that the rejection of any electronic funds transaction shall not constitute the termination of my membership.” (Emphasis added.) Exhibit B.

40. The term “written notice of termination” refers to termination of union membership, as indicated by the immediately following sentence, which can only mean union membership.

41. On several occasions, Mrs. Queen notified the Union that she was terminating her membership and instructed the Union to stop charging her credit card for Union membership dues. *See, e.g.*, Exhibit A; Exhibit D; Exhibit H.

42. First, on February 24, 2025, Mrs. Queen sent an opt-out letter to the Union via e-mail and mailed hard copies. *See* Exhibit H.

43. The following day, Defendant OEA responded that it had received her request and would forward it to its legal department. Exhibit H.

44. On March 3, Mrs. Queen’s credit card was charged \$46.40 by the Union via autopay for her bi-monthly dues. Mrs. Queen sent a follow-up e-mail objecting to the charge. *See* Exhibit I.

45. On March 5, the President of Defendant PEA e-mailed Mrs. Queen and claimed that her revocation was foreclosed by the collective bargaining agreement. Mrs. Queen responded that the terms of the collective bargaining agreement did not govern her revocation, as she does not have her dues deducted from her paycheck by her employer. *See* Exhibit F; Exhibit G.

46. On March 14, Mrs. Queen contacted Defendant OEA to ask why her bi-monthly fees had gone from \$46.40 to \$52.20. The dues amount was reverted three days later, with Defendant OEA responding that it was still reviewing her request to stop the charging of dues. *See* Exhibit J.

47. On March 25, Defendant OEA agreed to terminate Mrs. Queen's union membership as of her February 24, 2025, opt-out date, but said that it was still reviewing her dues obligation. *See Exhibit A.*

48. On April 1, Defendant OEA informed Mrs. Queen that "OEA has notified your local association to deny your request to cease payroll deduction of your dues obligation. This denial is based on your agreement to pay the total annual dues for the 2024-2025 membership year through payroll deduction. You signed this agreement at the beginning of the 2005-2006 membership year." *See Exhibit C.*

49. Mrs. Queen responded, requesting a copy of the agreement because she is not currently enrolled in the payroll deduction. *See Exhibit C.* Defendant OEA responded with a copy of the 2005 Dues Deduction Contract, but did not respond to Mrs. Queen's statement that she no longer had dues deducted from her payroll. *See Exhibit C.*

50. Mrs. Queen again responded, "I no longer fall under that [2005] payroll deduction agreement as I have both taken extended unpaid leave from Poland Local and I do not have dues deducted from payroll. Kindly revisit the decision and/or the reason for it based on accurate information and my individual history and situation." *Exhibit C.*

51. Defendant OEA has not yet responded.

52. At one point, Mrs. Queen called the Union to inquire about removing her credit card from the Union's autopay system. Upon information and belief, the Union representative told Mrs. Queen that the only way to cancel the autopay was to change her dues payment back to payroll deduction.

53. The Union has refused to permanently cease withdrawing dues as of the date of resignation, stating that Mrs. Queen continues to be bound by the alleged 2005 Deduction Card Contract with the Union, and that that contract allowed employees to opt-out of continued union membership dues payments only during certain times during the life of the contract.

54. However, the Union has improperly relied on the non-operative 2005 Deduction Card Contract to support its assertions.

55. To the extent that Mrs. Queen consented to the withdrawal of union membership dues from her paychecks, that consent was clearly revoked through mutual rescission of the 2005 Deduction Card Contract, by Mrs. Queen's unpaid leave of absence in 2021–2023, or by Mrs. Queen's termination of membership in the Union.

56. Additionally, to the extent that Mrs. Queen consented to the charging of union membership dues to her credit card, that consent was clearly revoked by Mrs. Queen's termination of union membership.

57. Mrs. Queen opposed and continues to oppose paying union membership dues because she is no longer a member of the Union and because she disagrees with the Union's activities.

58. Mrs. Queen is entitled to relief based on Ohio contract law principles.

59. Assuming *arguendo* the validity of the Union's claim of a contractual right to continue to take union membership dues, such payments are not valid as consequential damages and are not liquidated damages under Ohio law because liquidated damages must reflect the reasonable compensation for damages incurred; instead, the assessed union membership dues are an unenforceable penalty. *See Boone Coleman Constr., Inc. v. Piketon*, 2016-Ohio-628, ¶ 17–19.

60. Ohio's declaratory judgment statute provides that

[s]ubject to division (B) of section 2721.02 of the Revised Code, any person interested under a . . . written contract, or other writing constituting a contract . . . may have determined any question of construction or validity arising under the instrument, constitutional provision, statute, rule, ordinance, resolution, contract, or franchise and obtain a declaration of rights, status, or other legal relations under it.

R.C. 2721.03.

61. Mrs. Queen seeks damages and declaratory and injunctive relief establishing that the operative union membership contract unconscionably and unreasonably penalizes her.

62. There is a live dispute between the parties regarding the Defendants' obligations under the contracts between her and the Union that can be properly resolved through a declaratory judgment action.

63. Mrs. Queen is entitled to a declaration that the Union's practice of continuing to collect union membership dues from her after she terminated her union membership is unlawful and a refund of the money that was forcibly taken from her in violation of her contractual rights.

64. By refusing to return Mrs. Queen's union membership dues even though she has terminated her membership in the Union, the Union has acted in bad faith, vexatiously, wantonly, obdurately, or for oppressive reasons.

**COUNT ONE:
THE COURT SHOULD DECLARE THAT THE DEDUCTION CARD CONTRACT
BETWEEN MRS. QUEEN AND THE UNION IS RESCINDED BASED ON MUTUAL
REPUDIATION**

65. Mrs. Queen restates the above allegations and incorporates them here as if fully rewritten.

66. To the extent that the Union claims that any contract or assignment of wages (via

the Deduction Card Contract)—and specifically the opt-out windows contained therein—remain in force even after Mrs. Queen mutually ceased payroll deductions, took a leave of absence, and terminated her union membership, Mrs. Queen seeks a declaration that her 2005 Deduction Card Contract was effectively rescinded or terminated and an order returning Mrs. Queen to the financial situation as it existed at the time of the rescission or termination based on mutual repudiation.

67. Mrs. Queen has unambiguously rescinded or terminated the 2005 Deduction Card Contract with the Union and any assignment of wages.

68. The Union has, in turn, recognized and acknowledged that Mrs. Queen is no longer a union member and has refused to provide any benefits or other consideration to Mrs. Queen beyond the exclusive representation that the Union is required by law to provide to members and non-members alike.

69. When both parties repudiate or otherwise refuse to perform under a contract, Ohio courts treat the contract as rescinded. *See e.g., Haman Ents., Inc. v. Sharper Impressions Painting Co.*, 2015-Ohio-4967, ¶ 19 (10th Dist.).

70. A party's assent to rescission can be inferred from the party's actions. *Id.*

71. In this case, by acquiescing in Mrs. Queen's change from paying her membership dues through payroll deductions to paying through the Union's online portal, the Union has effectively rescinded any alleged contract with Mrs. Queen based on the 2005 Deduction Card Contract.

72. Additionally, if the 2005 Deduction Card Contract continued to be the operative contract, by acknowledging Mrs. Queen's unpaid leave of absence, the Union acquiesced in the rescission of Mrs. Queen's requirement to pay membership dues. Further, by acknowledging that

Mrs. Queen is no longer a Union member and withholding any purported benefits of union membership from Mrs. Queen, the Union has effectively rescinded any alleged 2005 Deduction Card Contract with Mrs. Queen.

73. Despite this rescission and the Union’s termination of union member benefits to Mrs. Queen, the Union still claims the right to seize Union membership dues from Mrs. Queen.

74. The term “dues” means “the official payments you make to an organization that you belong to.” Cambridge Dictionary, *dues*, <https://tinyurl.com/CambridgeDues> (accessed Dec. 12, 2024); Collins, *dues*, <https://tinyurl.com/CollinsDues> (accessed Dec. 12, 2024) (“charges, as for membership of a club or organization”).

75. Once Mrs. Queen was no longer a member of the Union, she could not—as a basic definitional matter—owe membership dues. The operative Credit Card Charge Contract likewise noted that her payments were only authorized for “annual membership dues, fees, and assessments *required for membership in the associations.*” (Emphasis added.) Exhibit B.

76. In the e-mail acknowledging Mrs. Queen’s termination of union membership, the Union touted the “**members-only benefits**” that Mrs. Queen would be “**giving up**” by canceling her membership. Exhibit A. These benefits include “savings and investment programs, credit, home financing and loan programs, and the NEA click and save program,” along with non-statutorily required legal protection and representation. Most notably, one of the “**members-only benefits**” that Mrs. Queen would be “**giving up**” by canceling her membership is the “[a]bility to vote on the collective bargaining agreement and serving on the bargaining team,” and the [a]bility to vote in elections for local representatives as well as delegates to district, state, and national levels in the union.” Exhibit A.

77. Upon the termination of Mrs. Queen's union membership, the Union also terminated the members-only benefits for Mrs. Queen. *Id.*

78. There is, therefore, a dispute over the validity or interpretation of the contract between Mrs. Queen and the Union.

79. Mrs. Queen is entitled to a declaration that any contract she may have had with the Union or any assignment of wages have been rescinded as of the date of the rescission, and a permanent injunction enjoining any further withdrawal of Union membership dues pursuant to the purported Deduction Card Contract.

**COUNT TWO:
BREACH OF CONTRACT—CREDIT CARD CHARGE CONTRACT**

80. Mrs. Queen restates the above allegations and incorporates them here as if fully rewritten.

81. The Credit Card Charge Contract authorizes the automatic payment of monthly union membership dues and states that "this authorization for the payment of membership dues, fees, and assessments continues year-to-year and shall remain in effect until the earlier of: 1) *my written notice of termination*, or 2) the termination of my eligibility to maintain membership in the associations. I understand that the rejection of any electronic funds transaction shall not constitute the termination of my membership" (Emphasis added.) Exhibit B.

82. The term "written notice of termination" refers to termination of union membership, as indicated by the immediately following sentence, which can only mean union membership.

83. Mrs. Queen has terminated her union membership in writing and demanded that the Union stop charging her credit card for union membership dues. *See, e.g.*, Exhibit A; Exhibit C; Exhibit H.

84. The Union has failed to do so.

85. The Union has breached the terms of the Credit Card Charge Contract.

86. Mrs. Queen is entitled to compensatory damages in the amount of union dues unlawfully taken via credit card charges since the date of her union termination, an injunction against further such charges, and attorneys' fees.

**COUNT THREE:
THE COURT SHOULD DECLARE THAT THE OPERATIVE CREDIT CARD
CHARGE CONTRACT IS RESCINDED BASED ON MUTUAL REPUDIATION**

87. Mrs. Queen restates the above allegations and incorporates them here as if fully rewritten.

88. In alternative to Count Two, to the extent that the Union claims that any contract via the Credit Card Charge Contract to authorize autopay remains in force even after Mrs. Queen resigned from the Union, Mrs. Queen seeks a declaration that the Credit Card Charge Contract was terminated or rescinded and an order returning Mrs. Queen to the financial situation as it existed at the time of her resignation based on mutual repudiation and the terms of the Online Contract.

89. Mrs. Queen has resigned her membership in the Union and rescinded any contract with the Union to pay membership dues.

90. The Union has, in turn, recognized and acknowledged that Mrs. Queen is no longer a member of the Union and has refused to provide any benefits or other consideration to Mrs.

Queen beyond the exclusive representation that the Union is required by law to provide to members and non-members alike.

91. Despite Mrs. Queen's termination of her union membership and the Union's termination of union member benefits to Mrs. Queen, the Union still claims the right to seize Union membership dues from Mrs. Queen.

92. There is, therefore, a dispute over the validity of the contract between Mrs. Queen and the Union.

93. Mrs. Queen is entitled to a declaration that any contract she may have had with the Union has been rescinded as of the date of Mrs. Queen's resignation, a permanent injunction enjoining any further withdrawal of Union membership dues pursuant to the purported Online Contract, and an order that the Union restore Mrs. Queen to her financial positions as of the date of her resignation by refunding all Union membership dues collected after the date of the resignation.

**COUNT FOUR:
THE COURT SHOULD DECLARE THAT THE OPERATIVE CONTRACT BETWEEN
MRS. QUEEN AND THE UNION IMPOSES AN UNENFORCEABLE PENALTY**

94. Mrs. Queen restates the above allegations and incorporates them here as if fully rewritten.

95. In the alternative, to the extent that Mrs. Queen's resignation from the Union and termination of any signed 2005 Deduction Card Contract or Credit Card Charge Contract constitutes a breach of contract, the Union's continued withdrawal of Union membership dues constitutes an unreasonable and unenforceable penalty for such breach of contract.

96. Ohio law permits liquidated damages only when they represent a reasonable measure of compensation for the contract's breach. *Boone*, 2016-Ohio-628, at ¶ 17–19.

97. Conversely, Ohio law defines a penalty as:

a sum inserted in a contract, not as the measure of compensation for its breach, but rather as a punishment for default, or by way of security for actual damages which may be sustained by reason of nonperformance, and it involves the idea of punishment. A penalty is an agreement to pay a stipulated sum on breach of contract, irrespective of the damage sustained. Its essence is a payment of money stipulated as in terrorem of the offending party, *while the essence of liquidated damages is a genuine covenanted pre-estimate of damages*. The amount is fixed and is not subject to change; however, if the stipulated sum is deemed to be a penalty, it is not enforceable, and the non-defaulting party is left to the recovery of such actual damages as he can prove.

(Emphasis sic.) *Id.*, quoting *Piper v. Stewart & Inlow*, 1978 WL 217430, *1 (5th Dist. June 14, 1978).

98. In this case, the continued payment of union membership dues— subject to increase by the Union's unilateral determination—and imposed upon Mrs. Queen without advance knowledge of the amount with an opportunity to opt out or object, is not related to any additional cost or damages sustained by the Union.

99. The Union stopped providing those services to Mrs. Queen that it was not otherwise required by law to provide to members and non-members alike on or about the date of the Mrs. Queen's resignation.

100. The Union was therefore immediately relieved of those costs associated with servicing additional union members and thus—assuming that Mrs. Queen's termination of union membership constituted a breach of Mrs. Queen's contract with the Union—suffered no damages from those breaches.

101. The additional union membership dues that the Union received from Mrs. Queen after her resignation are thus unenforceable penalties.

102. The continued union membership dues payments are not consequential damages because a contracting party is not “liable in the event of breach for loss that he did not at the time of contracting have reason to foresee as a probable result of such a breach.” *Williams v. Gray Guy Grp., L.L.C.*, 2016-Ohio-8499, ¶ 33 (10th Dist.). Because both the 2005 Deduction Card Contract and the Credit Card Charge Contract provide mechanisms for the withdrawal of consent, Mrs. Queen cannot have foreseen what might be the probable result of a breach at the time of granting consent.

103. Mrs. Queen is entitled to a declaration that the Union’s continued charging of union membership dues to her credit card is an unenforceable penalty, a refund of all post-resignation union membership dues collected, and a permanent injunction enjoining any further union membership dues deductions.

**COUNT FIVE:
UNJUST ENRICHMENT**

104. Mrs. Queen restates the above allegations and incorporates them here as if fully rewritten.

105. Any contract, agreement, or assignment of wages between Mrs. Queen and the Union has been rescinded or otherwise terminated.

106. By continuing to charge union membership dues to the Mrs. Queen’s credit card after Mrs. Queen resigned from union membership, the Union has been unjustly enriched.

107. Specifically, the Union continued to charge union membership dues while at the same time not providing services beyond those services the law requires to all members of the bargaining unit, regardless of their membership status.

108. Mrs. Queen has demanded the refund of her union membership dues after she terminated her membership, but the Union has refused.

109. The Union has thus retained a benefit under circumstances where it is inequitable to do so.

110. Accordingly, Mrs. Queen is entitled to damages in the form of a refund of her union membership dues, plus interest.

WHEREFORE, Plaintiff prays for the following relief:

A. A declaration that the Union's continued charging of union membership dues to Mrs. Queen's credit card is unlawful;

B. A declaration that Mrs. Queen's 2005 Deduction Card Contract with the union was rescinded or terminated upon the mutual rescission of the payment method of the contract, Mrs. Queen's leave of absence from her employment, or Mrs. Queen's resignation, or is otherwise invalid;

C. The Union has breached the Credit Card Charge Contract, or alternatively, a declaration that Mrs. Queen's Credit Card Charge Contract with the union was rescinded or terminated upon Mrs. Queen's termination of her union membership, or is otherwise invalid;

D. A refund of all union membership dues improperly withheld;

E. Mrs. Queen's court costs per R.C. 2721.11;

F. Any further relief the Court deems just and equitable.

JURY DEMAND

Plaintiff hereby demands a trial by jury on any issue triable of right by a jury.

Respectfully submitted,

/s/ David C. Tryon

David C. Tryon (0028954)

Counsel of Record

Jay R. Carson (0068526)

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Attorneys for Plaintiff

Subject: B. Queen OEA Initial Response

Date: Tuesday, March 25, 2025 at 3:45:24 PM Eastern Daylight Time

From: Beth Queen

To: Alex M. Certo

Sent from my iPhone

Begin forwarded message:

From: "Legal Services [OH]" <[REDACTED]>

Date: March 25, 2025 at 1:40:13 PM EDT

To: [REDACTED]

Subject: Acknowledgment of Receipt of Request to Cancel Membership and/or Authorization of Payroll Deduction of Dues Obligation

Dear Beth,

The Ohio Education Association (OEA) received your request to cancel your union membership and to cease payroll deduction of your dues obligation. Your membership is cancelled effective February 24, 2025, the earlier of the date your local association or OEA received your request. While we are obligated to represent you in matters under the collective bargaining agreement, you are **giving up the following members-only benefits** by cancelling your membership:

- **OEA Access Discounts** including but not limited to: discounts on a wide range of professional services and benefits, professional liability coverage, and members-only discounts and services at many local and national businesses.
- **OEA/NEA Member Benefits** including but not limited to: savings and investment programs, credit, home financing and loan programs, and the NEA click and save program.
- **Legal Protection and Representation**
 - Educators Employment Liability Insurance provides you with:
 - \$1 million in coverage for civil claims brought against you
 - Representation or reimbursement for the defense of criminal charges in certain circumstances
 - **OEA/NEA Legal Services Program**
 - For the defense of your employment rights including but

not limited to ODEW hearings, CPS investigations and retirement.

- **OEA/NEA Attorney Referral Program**

- Quality legal service for personal matters at reduced rates.

- **Professional Development**

- Access to the NEA Professional Library for access to valuable resources.
 - Information about your profession in **Ohio Schools** and **NEA Today** magazines

- **Mental Health Program (offered in Partnership with Sanvello Healthcare)**

- An evidence-based mobile care app.
 - Access to on-demand help for stress, anxiety, and depression.

- **Voice and Voting**

- Ability to vote on the collective bargaining agreement and serving on the bargaining team.
 - Ability to vote in elections for local representatives as well as delegates to district, state, and national levels in the union.

OEA is currently reviewing your request related to your financial obligation and we expect to make a determination within approximately the next 20 business days. You will be notified in a separate letter of OEA's determination.

Sincerely,

Legal Department
Ohio Education Association

cc: Richard Dinunzio, Local President
Lori Moncilovich, Local Treasurer
Tad Colbeck, Regional Director
James Capehart, OEA Director of Membership
Gary Carlile, Labor Relations Consultant

You have a credit card on file

[Update my Credit Card / Billing Information](#)

(This will change the mode of payment to Credit Card for all obligation)

[Update my Billing Address](#)

[Update my Credit Card Expiration Date](#)

[View my Payments and Schedule \(Recurring Credit Card\)](#)

If you wish to change the mode of payment to Bank Draft, select the option below:

● **Bank Account (9 Payments of \$46.40)**

Bank Account (One, Annual Payment)

Fund Name		Fund Amount	
NEA Dues (D01)		213.00	
OEA Dues (D01)		663.00	
District Dues (F22)		36.00	
Local Dues (D01)		85.00	
Annual Total:	928.00	Amount Paid:	510.40
		Amount Due:	417.60

[View my Payments and Schedule](#)

The OEA Fund for Children & Public Education collects contributions from Association members and uses those contributions to help elect pro-education candidates to state and local political offices. The NEA Fund for Children & Public Education performs a similar function in connection with elections primarily to federal office. A member may refuse to make any contributions; and this will not affect his or her membership status; rights or benefits in OEA; NEA or any of their affiliates. Similarly; making a contribution will not affect membership rights; benefits or status. Whatever amount is contributed; 80 percent will go to the OEA Fund for Children & Public Education and 20 percent will go to the NEA Fund for Children & Public Education. Contributions

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* I authorize the OHIO EDUCATION ASSOCIATION or its designated local to charge my credit/debit card or checking/savings account, as provided above, for annual membership dues, fees, and assessments required for membership in the associations, and for any PAC contribution I have authorized. I further authorize those payments to be made through the initial membership year, ending August 31, and on a recurring basis thereafter, payable in the amounts set forth above. I understand that the final charged/debited installment amount for the membership year will include any residual amount owed. The residual amount represents the portion of the combined total that cannot be evenly distributed among the installments. I understand that in the event one or more of the governing bodies of NEA or its affiliates authorizes a change in the amount of annual dues, fees, and/or assessments, I will be notified by email or home mailing address not less than (10) days in advance of processing any changes to the transaction amount as described in the payment summary. Following that notice, I authorize the associations to adjust the amount to be charged to or debited from my account to satisfy any modification by adjusting my payments equally over the payment schedule. I understand that this authorization for the payment of membership dues, fees, and assessments continues year-to-year and shall remain in effect until the earlier of: 1) my written notice of termination, or 2) the termination of my eligibility to maintain membership in the associations. I understand that the rejection of any electronic funds transaction shall not constitute the termination of my membership. I further understand that associations will notify me in writing if a transaction is rejected and I shall have seven (7) calendar days to provide updated account information or an accepted alternative method of payment, to continue my payments for annual dues, fees, and assessments.

I have read and agree to the [Terms of Use](#) and [Privacy Policy](#).

* I authorize the OHIO EDUCATION ASSOCIATION or its designated local to charge my credit/debit card or checking/savings account, as provided above, for annual membership dues, fees, and assessments required for membership in the associations, and for any PAC contribution I have authorized. I further authorize those payments to be made through the initial membership year, ending August 31, and on a recurring basis thereafter, payable in the amounts set forth above. I understand that the final charged/debited installment amount for the membership year will include any residual amount owed. The residual amount represents the portion of the combined total that cannot be evenly distributed among the installments. I understand that in the event one or more of the governing bodies of NEA or its affiliates authorizes a change in the amount of annual dues, fees, and/or assessments, I will be notified by email or home mailing address not less than (10) days in advance of processing any changes to the transaction amount as described in the payment summary. Following that notice, I authorize the associations to adjust the amount to be charged to or debited from my account to satisfy any modification by adjusting my payments equally over the payment schedule. I understand that this authorization for the payment of membership dues, fees, and assessments continues year-to-year and shall remain in effect until the earlier of: 1) my written notice of termination, or 2) the termination of my eligibility to maintain membership in the associations. I understand that the rejection of any electronic funds transaction shall not constitute the termination of my membership. I further understand that associations will notify me in writing if a transaction is rejected and I shall have seven (7) calendar days to provide updated account information or an accepted alternative method of payment, to continue my payments for annual dues, fees, and assessments.

I have read and agree to the [Terms of Use](#) and [Privacy Policy](#).

Cancel

Next

GREAT PUBLIC SCHOOLS FOR EVERY STUDENT

The National Education Association (NEA), the nation's largest professional employee organization, is committed to advancing the cause of public education. NEA's 3 million members work at every level of education from pre-school to university graduate programs.



Subject: Fwd: B. Queen OEA
Date: Tuesday, April 1, 2025 at 4:42:36 PM Eastern Daylight Time
From: Beth Queen
To: Alex M. Certo

Sent from my iPhone

Begin forwarded message:

From: Beth Queen <[REDACTED]>
Date: April 1, 2025 at 4:13:59PM EDT
To: Services Legal <[REDACTED]>
Cc: EA POLAND <[REDACTED]>, "POLAND E. A. TREASURER"
<[REDACTED]>, Membership <[REDACTED]>
Subject: Re: Determination of Request to Cease Membership Payroll
Deduction of Dues Obligation

Thank you for that. I no longer fall under that payroll deduction agreement as I have both taken extended unpaid leave from Poland Local and I do not have dues deducted from payroll. Kindly revisit the decision and/or the reason for it based on accurate information and my individual history and situation.

Thank you,
Beth
Sent from my iPhone

On Apr 1, 2025, at 3:57PM, Legal Services [OH]
<[REDACTED]> wrote:

Hi Beth,

Attached is a copy of your membership form.

Thanks,

Breonna Jackson
Administrative Assistant- Legal Department
Ohio Education Association

Legal Dept Main Line: (614) 362-0646 [REDACTED]

Direct: [REDACTED]

CONFIDENTIALITY NOTICE: This e-mail message and any file attached, is intended for the sole use of the individual(s) named and may contain confidential and privileged information or otherwise protected by law. If you are not a named addressee, any unauthorized review, use, disclosure, distribution or copying of this e-mail is prohibited by law. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited. Thank you..

From: Beth Queen <[REDACTED]>

Sent: Tuesday, April 1, 2025 2:27 PM

To: Legal Services [OH] <[REDACTED]>; POLAND EA 55030090
<[REDACTED]>

Subject: Re: Determination of Request to Cease Membership Payroll
Deduction of Dues Obligation

(CAUTION: External Email - Please think before you click)

Hello,

Please provide a copy of the agreement that was mentioned, as I do not recall it. That was not the year I joined PEA, nor am I currently enrolled in payroll deduction.

Thank you,

Beth Queen

Sent from my iPhone

On Apr 1, 2025, at 1:39 PM, Legal Services [OH]

<[REDACTED]> wrote:

Dear Beth,

The Ohio Education Association (OEA) received your request to cancel your union to cease payroll deduction of your dues obligation. After review of all available, relevant information, OEA has notified your local association to deny your request to cease payroll deduction of your dues obligation. This denial is based on your agreement to pay the total annual dues for the 2024-2025 membership year through payroll deduction. You signed this agreement at the beginning of the 2005-2006 membership year.

Please contact a representative from your local association should you have any questions.

Sincerely,

Legal Department
Ohio Education Association

cc: Richard Dinunzio, Local President
Lori Moncilovich, Local Treasurer
Tad Colbeck, Regional Director
James Capehart, OEA Director of Membership
Gary Carlile, Labor Relations Consultant

<Beth Queen Membership Form (2005-2006).pdf>

INSTRUCTIONS: Please provide verification and/or information for ALL red circled numbered areas (ie: ①). All items preceded by an (+) are optional.

①

BETH A QUEEN
26 MARION DR
POLAND OH 44514-3724

IND: 0002766357 3
MBR: 26596044 5

118

FILL IN ONLY IF THERE IS A CHANGE	
NAME	
ADDRESS	
CITY	⑤ ZIP

SEE CODES ON BACK OF FORM

GENDER F	DATE OF BIRTH 06/16/1967	⑧ POSITION CLTR	⑨ PRIMARY SUBJECT TAUGHT PBSC
*REGISTERED VOTER Y	*ETHNICITY 05	⑫ LPDC (Comm MEMBER)	⑬ NBCT Y N
		⑭ NO	

HOME PHONE

E-MAIL ADDRESS

*Ethnic minority and political information is optional and failure to provide it will in no way affect your membership status, rights or benefits in NEA, OEA or any of their affiliates. This information will be kept confidential.

Dues payments are not deductible as charitable contributions for federal income tax purposes. Dues payments (or a portion) may be deductible as a miscellaneous tax item. Lobby expenses paid or incurred as part of membership dues cannot be deducted from your income taxes. The amount of your OEA/NEA membership dues attributable to Lobby expenses for 2005 will be reported in the January 2006 issued of Ohio Schools.

UNIFIED MEMBER'S SIGNATURE (REQUIRED OF ALL MEMBERS)

DATE (REQUIRED FOR LEGAL SERVICES COVERAGE)

OEA COPY

Membership Renewal Form 2005 - 2006

⑰ MARIONING COUNTY
COUNTY

⑱ POLAND E. A. -55030090
LOCAL NAME / USER LOCAL ID

⑲ POLAND LOCAL SD -048348
SCHOOL DISTRICT OR HIGHER EDUCATION EMPLOYER / WORK EMPLOYER ID

⑳ POLAND SEMINARY HS -030452
WORK LOCATION NAME / USER WORK LOCATION ID

ASSOCIATION	NEA CODE	OEA CODE	ANNUAL DUES
Unified Education Profession Dues (Local, UniServ, District, OEA and NEA)	AC-1-100	AC-1-100	666.00
Do you wish to be a member of another affiliated or associated organization? If so, indicate below the organization code(s) and annual dues amount (see back of form)			
Organization Code:	Fund ID:		
Organization Code:	Fund ID:		
Organization Code:	Fund ID:		
Organization Code:	Fund ID:		
TOTAL ANNUAL DUES			666.00

PAYROLL DEDUCTION AUTHORIZATION FOR ASSOCIATION DUES

I hereby direct my employer to deduct from my earnings, consistent with the method of payroll deduction authorized (annual or continuing) and local policy, the total annual dues of the organizations indicated hereon, and if continuing payroll deduction is authorized, the continuous deduction of said dues from year to year hereafter without further authorization by me in the amount to be certified to my employer from time to time. In the event my employment is voluntarily or involuntarily terminated, or I take an unpaid leave of absence, I agree that the balance of the annual dues not deducted during the year will be deducted from my final check. In the event that I wish to cancel my membership, I agree to pay the OEA as collection agent for the organizations indicated hereon, upon demand, the remainder of the dues for the membership year. I understand that OEA, upon notice of cancellation, will immediately remove my name from the membership records.

METHOD OF DUES PAYMENT (CHECK ONE BELOW)

- ㉓ ☒ AUTHORIZED BY CONTINUING PAYROLL DEDUCTION
- ☐ AUTHORIZED BY STANDARD ANNUAL PAYROLL DEDUCTION
- ☐ CASH OR CHECK (CHECK # _____) PR PR

COLLECTOR'S SIGNATURE

2025 CV 01524 Exhibit D 1 of 1



POLAND LOCAL SCHOOL DISTRICT

Office of the Treasurer

3030 Dobbins Rd. • Poland, Ohio 44514-2327 • 330.757.7000 • Fax 330.757.2390

December 31, 2021

Beth Queen– Teacher Contract Pay-out Calculation Due to Unpaid Leave of Absence

Teacher

2021-2022 School Year = \$72,009.00/184 days = \$391.35 per day (Full Contract)

8/18/21 – 12/13/21 = 79 Days X \$391.35 = \$30,916.65

Paid teacher work days

Sick Leave/Personal Leave and

Includes 5 advanced sick days

Amount Paid through 12/17/21 Payroll = < \$22,156.64 >

= \$ 8,760.01

Less 5 advanced sick days @ \$391.35 per day = < \$ 1,956.75 >

= \$ 6,803.26

Less Amount Paid for Science/Tech Advisor Supplemental (8 pays @ \$69.92) = < \$ 559.36 >

Less Amount Paid for Science Dept. Chair Supplemental (8 pays @ \$125.88) = < \$ 1,007.04 >

Amount Due to Employee = \$ 5,236.86

2021-2022 Teacher Contract Pay-out

Thursday, March 6, 2025 at 11:35:25 Eastern Standard Time

Subject: Fwd: B.Queen PEA Withdrawal

Date: Wednesday, March 5, 2025 at 5:10:23 PM Eastern Standard Time

From: Beth Queen

To: [REDACTED]

Sent from my iPhone

Begin forwarded message:

From: Beth Queen <[REDACTED]>
Date: March 5, 2025 at 2:39:25PM EST
To: Rick DiNunzio <[REDACTED]>
Subject: Re: PEA Withdrawal

Thank you. I respectfully disagree and read that clause to be referring to pay withdrawal by Treasurer rather than union membership itself.

Beth Queen

Sent from my iPhone

On Mar 5, 2025, at 2:17PM, Rick DiNunzio
<[REDACTED]> wrote:

Beth,

Per Article 1.5 Section D clause 3 of the collective bargaining agreement the enrollment period has concluded for the 2024-2025 school year. Membership is irrevocable for a period of one year (Article 1.5 D clause 4).

I presented your request for refund to the officers of the PEA Executive Committee and by unanimous vote your request for refund has been denied.

Sincerely,

Richard DiNunzio

President, Poland Education Association (PEA)

On Wed, Mar 5, 2025 at 12:31PM Beth Queen
<[REDACTED]> wrote:

Hi Rick,
Has my PEA membership been withdrawn?
Thank you!
Beth Queen
Sent from my iPhone

4. Ties in Seniority Date

In the event that two (2) or more employees in the same area of certification/licensure share the same seniority date, they shall be placed on the seniority list in accordance with the date of the Board meeting at which the Board acted upon their initial employment. If a tie still exists, the employees shall be placed on the seniority list in accordance with the date of their most recent application for employment in a bargaining unit position with the Board. If a tie still exists, the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent and a PEA representative.

I. Long-Term Substitutes

Long-term substitutes are defined as teachers hired to fill the temporary vacancy of a teacher on leave in the same assignment for more than sixty (60) days. The employment of long-term substitutes shall automatically expire at the end of the period of substitution or upon return to duty of the teacher from an approved leave of absence without any action by the Board or further notice to the teacher.

- a. Beginning with the 61st day of employment in the same assignment, a long-term substitute shall be placed on the BA column, step 0 of the salary schedule.
- b. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half [3 ½] hours per day) in any one school year.
- c. The following contractual (Article V) and statutory provisions shall not apply to long-term substitutes: Non-renewal rights, Evaluation Rights and Section 3319.111 of the Ohio Revised Code (unless required by OTES); and Reduction in Force rights and Section 3319.17 of the Ohio Revised Code.
- d. At any time, long-term substitutes may become regular teaching employees in accordance with normal hiring procedures. Subsequent continuous employment of a long-term substitute for the succeeding school year in the same assignment under another one-year limited contract shall allow the long-term substitute to move to step one (1) of the BA column on the salary schedule.

1.5 PEA Rights

Recognition of the PEA as the sole and exclusive representative shall entitle the PEA to certain privileges not granted to any other employee representative:

- A. The right to use school buildings for PEA business on school days between 7:00 a.m. and 10:00 p.m., during regular custodial hours. There shall be no use of the building between 10:00 p.m. and 7:00 a.m.
- B. The right to use facilities in the school buildings for such PEA business, provided the PEA incurs any additional custodial costs resulting directly from PEA use of the building.

- C. The right to post PEA notices on bulletin boards and place them in mail boxes within individual buildings.
- D. The right to payroll deduction for professional dues. Such deduction shall be implemented as follows:
 - 1. Upon the written authorization of the member of the Employee Unit, the Board shall cause to have deducted from the employee's annual salary the prescribed amount of United Teaching Profession membership dues.
 - 2. The deductions shall be made in eight (8) equal, monthly payments beginning in October and ending in May, and the monthly, cumulative deduction shall be immediately forwarded to the PEA Treasurer.
 - 3. The enrollment period for such deductions shall be from September 1 to October 20 each year. Authorization shall be on a continuous basis from year to year unless a request for withdrawal of authorization is submitted to the District Treasurer and the PEA President as provided in Section 1.5 (D) (4).
 - 4. Such authorization for deduction of professional dues shall be irrevocable for periods of one (1) school year, except that authorization may be withdrawn during the first fifteen (15) days of each school year. Notification of withdrawal of deduction authorization must be submitted, in writing, by the member of the Employee Unit to the District Treasurer and to the PEA President within the fifteen (15) day withdrawal period.
 - 5. The balance of the annual deduction shall be deducted from the final pay check of the employee resigning his/her position, taking an unpaid leave of absence, or having his/her employment terminated after October 20 of any school year during the term of this Agreement.
 - 6. The right to refund professional dues deducted from an employee's salary shall lie solely with the PEA.
- E. The right to payroll deduction of political contributions. Such deduction shall be implemented as follows:
 - 1. Upon the written authorization of the employee, the Board shall cause to have deducted from the employee's annual salary, the authorized amount of the political contribution.
 - 2. The deduction shall be made from one (1) pay check of the employee and on the same pay date for all employees authorizing said deduction. The cumulative deduction shall be immediately forwarded to the PEA Treasurer.
 - 3. The PEA President shall provide advance written notice to the PEA Treasurer of the pay date on which such deduction shall be made.

- F. The right of the PEA President to receive a directory listing the names, school extensions, addresses, phone numbers, and subject area and building assignments on record of all employees of the Board.
- G. The right of the PEA to receive the names and addresses of newly employed employees prior to the first day of the school year.
- H. Time shall be granted to the PEA for a one (1) hour meeting on opening (orientation) day.
- I. The right of designated PEA representatives to meet individually with employees during the school day and without loss of pay as is necessary to discharge the PEA's obligation as employee representative, provided such activity(s) occurs during non-instructional time exclusive of the homeroom period, study halls, and regularly-scheduled student supervision duties.
- J. The right of PEA representative(s) to represent employees at grievance hearings and to attend arbitration hearings during the school day without loss of pay. The number of PEA representatives attending any grievance or arbitration hearing shall not be more than two (2), if the grievance or arbitration hearing is held during the school day.
- K. The right of the PEA President to receive, upon request, a copy of the agenda of each Board meeting in advance of the Board's regularly-scheduled, monthly meeting. This provision shall not be construed to require preparation of the agenda in advance of the normal preparation schedule.
- L. The right to receive, upon request, copies of all official financial documents pertaining to the Poland School System.
- M. The right to make brief announcements after school faculty meetings are adjourned.
- N. The right to use the building public address system to make announcements provided this right is exercised after the dismissal of students.
- O. The right to use school phones for conducting PEA business provided the PEA pays for any toll calls.
- P. The right to seven (7) days of leave, total maximum per school year without loss of pay for PEA delegates, as designated by PEA, to attend OEA Representative Assemblies. The Board will provide substitutes for such excused seven days maximum, but will not underwrite any other expenses accruing from such excused absence(s).
- Q. The PEA and the Administration shall form a Calendar Committee consisting of at least two Administrators, including the Superintendent. The Superintendent shall recommend to the Board of Education the calendar proposals presented by the Committee for its consideration. The final decision regarding the school calendar shall be made by the Board of Education.

- R. PEA officers or a maximum of three mutually agreed upon representatives are allowed professional leave to attend association responsibilities.
- S. The right of the PEA President to receive a duty-free period daily to deal with association business.

1.6 Nondiscrimination

Neither the Board nor the PEA shall discriminate against any employee on the basis of race, creed, color, national origin, religion, sex, marital status, age, or physical handicap in the implementation of the terms of this Agreement.

ARTICLE II. NEGOTIATIONS PROCEDURE

2.1 Initiation of Negotiations

A written request for meetings shall be submitted by the PEA President to the Superintendent or by the Superintendent to the PEA President no sooner than one hundred (100) days and no later than ninety (90) days before the expiration of this Agreement.

2.2 Scope of Negotiations

All subjects that are related to the improvement of the quality of public education shall be eligible for discussion in professional negotiation. Certain school business will be regularly negotiated as follows:

- A. Salaries, wages, hours, conditions of employment, extracurricular duty assignments and pay, in-service education, teacher load, individual grievance policy.
- B. Other matters mutually agreed upon by the Board and the PEA.

2.3 Meetings

Negotiation between the parties shall commence at a mutually satisfactory time within fifteen (15) days after the request for a meeting, unless a mutually satisfactory later date is agreed upon.

2.31 Ground Rules for Negotiations

- A. Written proposals will be exchanged at the first meeting. Upon receipt of these proposals, neither party shall be permitted to submit additional proposals unless mutually agreed otherwise.
- B. Both parties shall present five (5) copies of all proposals and/or counterproposals.
- C. Each negotiating team shall have a designated chief-spokesperson who shall be empowered to initial tentative agreements.
- D. Each team is limited to five (5) persons at the table.
- E. No mechanical recording devices shall be used during negotiations sessions, and each party is responsible for taking its own notes.

Subject: Fwd: B Queen contact to OEA
Date: Thursday, March 6, 2025 at 12:24:05 PM Eastern Standard Time
From: Beth Queen
To: Alex M. Certo
Attachments: IMG_6251.png

I received no response to this until I reached out again several days later. I was blocked from access to OEA website(where I access my payment info) for several days.
Sent from my iPhone

Begin forwarded message:

From: Beth Queen <[REDACTED]>
Date: February 28, 2025 at 1:00:44PM EST
To: Ohio Contact Center <[REDACTED]>
Subject: Re: B Queen membership [Ref:00D600Kdcp.!500Vu0MNBta:ref]

Thank you!
I'm confirming that my membership has been removed and there will not be any further bi monthly charges to my account for dues. I haven't received any contact with this confirmation, yet I am currently blocked from accessing my account on the ohea website. See attachment.
Beth Queen

12:54

Error 1015

Ray ID: 919246fdef74fa10 •

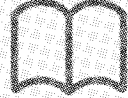
2025-02-28 17:53:59 UTC

You are being rate limited

What happened?



ohea.org



Sent from my iPhone

On Feb 25, 2025, at 8:48AM, Beth Queen <[REDACTED]> wrote:

Thank you
Beth Queen
Sent from my iPhone

On Feb 25, 2025, at 8:41AM, Ohio Contact Center <[REDACTED]> wrote:

OEA is in receipt of your request to opt-out of the union and it has been forwarded to our legal department for review.

Membership
Ohio Education Association

----- Original Message -----

From: Beth Queen [REDACTED]

Sent: 2/24/2025 10:45 AM

To: [REDACTED]

Subject: B Queen membership

Kindly forward this to the appropriate office for immediate processing. A signed hard copy has been sent via USPS.
Thank you.
Beth Queen

[opt-out-today_Beth-Queen-02_24_2025.pdf (application/pdf)]

Sent from my iPhone

ref:!00D600Kdep.!500Vu0MNbta:ref

Ohio Education Association (OEA)
P.O. Box 2550
Columbus, OH 43216

OEA President:

Effective immediately, I resign membership in all levels of Ohio Education Association (OEA).

I do not consent to any payment or withholding of dues, fees, or political contributions to the union or its affiliates. If you believe I have given consent in the past, that consent is revoked, effective immediately.


The right to be free from forced union payments is guaranteed under the First Amendment of the Federal Constitution as recognized by *Janus v. AFSCME*. I insist that you immediately cease deducting any and all union dues or fees from my paycheck or account, as is my constitutional right. This notification is permanent and continuing in nature, until I sign indicating otherwise.

Further exaction of union dues or fees against my will violates my constitutional rights. If you refuse to process such cessation of payment, I request that you:

- promptly provide me with a copy of any dues deduction authorization — written, electronic, or oral — the union has on file for me; and
- promptly inform me, in writing, of exactly what steps I must take to effectuate my constitutional rights and stop the deduction of dues/fees.

I understand that OEA has arranged to be the sole provider of workplace representation services for all employees in my bargaining unit. I understand further that, in exchange for the privilege of acting as the exclusive bargaining representative, OEA must continue to represent me fairly and without discrimination in dealings with my employer and cannot, under any circumstances, deny me any wages, benefits, or protections provided under the collective bargaining agreement with my employer.

I trust that you will act promptly to properly observe my constitutional rights.

Beth Queen
26 Marion Drive
Poland, Ohio 44514


Poland Local Schools
Faculty

Signature and Date: _____



Do not contact me with any future membership solicitations or union materials.

Subject: Fwd: B Queen Refund Request

Date: Thursday, March 6, 2025 at 12:20:12 PM Eastern Standard Time

From: Beth Queen

To: Alex M. Certo

Sent from my iPhone

Begin forwarded message:

From: Beth Queen <[REDACTED]>
Date: March 3, 2025 at 8:51:00AM EST
To: Rick DiNunzio <[REDACTED]>
Subject: Re: New material: "PEA Contract 2022-2025"

Kindly process immediate full refund of union dues charged by OEA/NEA via Autopay. A fee of \$46.40 was charged on March 3, 2025 after the clear request was made to all entities to remove membership and cease dues collection on Feb 24, 2025. Another payment is scheduled for March 17(and ongoing bi monthly per OEA portal), although removal has been requested.
Thank you.
Beth Queen
Sent from my iPhone

On Nov 7, 2022, at 2:46PM, Rick DiNunzio (Classroom) <[REDACTED]> wrote:



Google Classroom

Hi Beth,
Rick DiNunzio posted a new material in Poland Education Association.



Subject: Fwd: B Queen OEA update

Date: Monday, March 17, 2025 at 3:29:05 PM Eastern Daylight Time

From: Beth Queen

To: Alex M. Certo

Sent from my iPhone

Begin forwarded message:

From: Ohio Contact Center <[REDACTED]>
Date: March 17, 2025 at 2:33:52PM EDT
To: [REDACTED]
Subject: RE: Fwd: Membership and Dues [ref:!00D600Kdcp.!500Vu0NTV4o:ref]

Ms. Queen,

Thank you for contacting OEA. The option for cancelling membership was from August 1-31 of 2024 for the current 2024-2025 membership year. Any requests outside of this time frame requires determination from the OEA legal department. Your request is currently with the OEA legal department. Please be aware, though your membership may be cancelled, your dues obligation may not be. Each member signs a contract (OEA Enrollment form) with OEA to pay their annual dues in full. OEA allows members the option to pay over time rather than requiring the annual obligation to be paid in full up front. OEA legal, in consultation with your local union, will determine if the dues obligation will need to continue. You will be notified by OEA legal once this determination has been reached. In the meantime dues deductions will continue until a determination is reached.

Thank you,
OEA Membership

----- Original Message -----

From: Beth Queen [REDACTED]
Sent: 3/17/2025, 1:01 PM
To: [REDACTED]
Subject: Fwd: Membership and Dues

The dues have since been returned to \$46.40 on the payment info page, but I've received no response regarding current membership status.

Thank you.

Beth Queen

Sent from my iPhone

Begin forwarded message:

From: Beth Queen <[REDACTED]>
Date: March 14, 2025 at 12:05:16?PM EDT
To: [REDACTED]
Subject: Membership and Dues

?Hello,

I am checking on my membership status, as an opt out request was submitted weeks ago.

Also, the bi-monthly dues fee, which I've requested to cease immediately, has apparently gone from \$46.40 to \$52.20 for the remaining payments scheduled. Please let me know why this is so.

Thank you!

Beth Queen
26 Marion Drive
Poland, Ohio 44524
Poland Local Schools
Sent from my iPhone

ref:!00D600Kdcp.!500Vu0NTV4o:ref