

Building/Unit Administrator	Statement of Grievance	Relief Requested	Disposition
South Mifflin ES Pamela Eberhardt-Horton	South Mifflin ES principal Pamela Eberhardt-Horton, 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 Written Reprimand 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 Written Reprimand issued on or about June 15, 2021 from the grievant's personnel and discipline files. Any record of the Written Reprimand issued on or about June 15, 2021 which must be maintained by the district as public record pursuant to state law shall contain a notation stating that the Written Reprimand was withdrawn by the board. The Written Reprimand issued on or about June 15, 2021 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.	Step 1 hearing held. Relief requested denied. Step 2 hearing pending.
CCS Administration	The Master Agreement was violated, misinterpreted and/or misapplied when the Board/District unilaterally pro-rated supplemental contracts for members on an approved leave of absence.	The grievant(s) shall be made whole in every way, including but not limited to the following: The Board will cease and desist from unilaterally pro-rating supplemental contracts and altering supplemental pay. All affected bargaining union members shall be paid at the full supplemental rate per the Master Agreement.	Step 2 hearing held. A settlement was reached. See the complete response below on this page.
CCS Administration	The CEA board agreement was violated, misinterpreted and/or misapplied When supervisor of school counseling Bill Mitchell, acting as an agent of the board of education For Columbus city schools, issued a transfer to CEA member Jimmie Beall From the resource counselor to a building school counselor position effective for the 2021-2022 school year.	The grievant(s) shall be made whole in every way, including but not limited to the following: Reinstated as a resource counselor for the 2021-2022 school year; Provide supplemental pay hours she was denied prior to and after the announcement of the transfer (Work given to resource counselors). There shall be no reprisal against the agreement by any agent of the board of education for filing this grievance.	Step 2 hearing held. Awaiting decision.
Briggs HS Tonya Milligan	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal at Briggs HS, Tonya Milligan, unilaterally implemented a nine period day in violation of the Memorandum of Agreement on the Eight-Period Day in High Schools and Middle Schools without following the Reform Panel approval process.	That the principal revert to an eight period day as specified in the Memorandum of Agreement on the Eight-Period Day in High Schools and Middle Schools and that any future schedule variances follow the Reform Panel approval process. We also ask that NO REPRISALS be taken against the grievant(s) due to the filing of this grievance.	Step 1 hearing pending.

### Grievance Settlement Agreement

The following negotiated settlement agreement is entered into between the Columbus Education Association (CEA), and the Board of Education of Columbus City Schools (BOARD). This agreement resolves a grievance filed by CEA on June 25, 2021 alleging violation of provisions of the CEA-CCS 2019-2022 Master Agreement (AGREEMENT) including but not limited to Articles 701.05, 701.06 (D), 905.01, 905.02 and 905.04 (J).

The parties agree:

1. CEA members Kathryn Mercadante and Thomas J. Ryan will receive payment from the BOARD for the balance of their respective 2020-2021 Supplemental Contracts. The gross balance to be paid to Kathryn Mercadante is \$1750.83. The gross balance to be paid to Thomas J. Ryan is \$597.00. These amounts shall be paid no later than October 1, 2021.
2. The BOARD will use the number of teacher duty days in the school calendar for each school year to calculate the daily rate when pro-rating supplemental contracts for Department Chair extra duties.
3. The BOARD denies any liability in connection with the alleged claim.
4. This agreement completely resolves the current CEA grievance regarding this matter filed on June 25, 2021. No further grievance, appeal, or complaint will be filed by CEA regarding alleged violations of these sections which occurred prior to the execution of this agreement.
5. Except as specified in subparagraph 2 above, the terms of this settlement agreement are not intended to create a case precedent or form the basis of a past practice between or among the parties.
6. If either party fails to meet the requirements of this agreement, the grievance will be reinstated.



John M. Dean, Director, Employee Relations  
For the BOARD

9/8/21

Date



John Coneglio, President  
For CEA

09/08/21

Date