

This grievance report appeared in the October 4, 2021, issue of the *CEA Voice*

Building/Unit Administrator	Statement of Grievance	Relief Requested	Disposition
<b>South Mifflin ES Pamela Eberhardt-Horton</b>	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by the district as public record pursuant to state law shall contain a notation stating that the Written Reprimand was withdrawn by the board.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 2 hearing held. Step 2 hearing held. Relief denied.
<b>Briggs HS Tonya Milligan</b>	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 held. Relief denied. Step 2 hearing pending.
<b>CCS Administration</b>	As of the filing of this grievance, September 10, 2021, CEA bargaining unit member Amy Price has not received her severance pay consistent with Article 810.01(E) of the Master Agreement. Her final contract day was on or about June 4, 2021.	The Association requests that the grievant(s) be made whole in every way, including but not limited to the following: Retired CEA Bargaining Unit Member Amy Price shall be paid severance pay consistent with Article 810 of the Master Agreement, as well as interest at the standard IRS rate beginning the first day after the contractual deadline set by Article 810.01(E).	Step 2 hearing pending.
<b>CCS Administration</b>	On or about 9/13/2021, CEA bargaining unit member Amy Price received confirmation via the ESS system that her Severance Pay, included in her direct deposit for the pay period ending 9/3/2021, has been paid in the incorrect amount in violation, misapplication, or misinterpretation of the Master Agreement.	The Association requests that the grievant(s) be made whole in every way, including but not limited to the following: Retired CEA Bargaining Unit Member Amy Price shall be paid severance pay consistent with Article 810 of the Master Agreement, as well as interest at the standard IRS rate beginning the first day after the contractual deadline set by Article 810.01(E).	Step 2 hearing pending.
<b>Whetstone HS Janet Routzong</b>	Principal Janet Routzong and/or other Administrators at Whetstone High School acting in their capacity as agents of the BOARD violated, misinterpreted, and/or misapplied negotiated provisions of the 2019-2022 CEA-CCS Master Agreement by cutting student lunch by half a period (Article 204.03 of the Master Agreement), informing students that they can take unfinished food to their first class following the shortened lunch period (Article 601.04), and creating a ninth academic period at the end of the day utilizing the other half of the shortened lunch period (incorporated memorandum entitled "Memorandum of Agreement - Eight-Period Day in High Schools").	The Association requests that the grievant(s) be made whole in every way, including but not limited to the following: The BOARD shall cease and desist from violating, misinterpreting, and/or misapplying the Master Agreement in regards to bargaining unit member and student schedules, specifically Articles 204.03, 601.04, and the incorporated memorandum entitled "Memorandum of Agreement - Eight-Period Day in High Schools", and shall immediately reinstate a daily schedule in compliance with such provisions.	Step 1 hearing held. Relief denied. Step 2 hearing scheduled.
<b>Berwick K-8 Kyla Mitchell</b>	Berwick K-8 principal, Kyla Mitchell, in her capacity as agent of the Board of Education of Columbus City Schools, violated, misinterpreted, and/or misapplied the Columbus Education-Columbus City Schools Master Agreement by unilaterally scheduling K-5 teachers to provide tutoring or intervention "pull-out" and "push-in" services to select students from their grade level colleague's class during weekly scheduled Unified Art periods.	The grievant(s) shall be made whole in every way, including but not limited to the following: The Board/District will cease and desist from scheduling classroom teachers for intervention "pull-out" and "push-in" services to select students from their grade level colleague's class during weekly scheduled Unified Art periods. The Board/District will adhere to established past practice and the Use of Instructional Assistants.	Withdrawn without prejudice.
<b>Mifflin MS Tracey Colson</b>	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of Mifflin MS, Tracey Colson, subjected the grievant to repeated and/or extreme verbal abuse at an all-staff meeting.	That the principal provide a hard-copy apology in writing on CCS letterhead to the grievant, that the principal does not subject the grievant to repeated and/or extreme verbal abuse in the future; that the administration work with the principal to control such behavior in the future, and that NO REPRISALS be taken against the grievant or any other bargaining unit member due to the filing of this grievance.	Step 1 hearing pending.
<b>CCS Administration</b>	The CCS/CEA Master Agreement was misapplied, misinterpreted or violated by the Administration when the Board/Administration directed principals to reassign elementary students present for in-person instruction to other teaching staff despite the bargaining unit members being physically present; and reassigned absent bargaining unit members' entire classes of elementary students to present bargaining unit members instead of dividing them up among the teaching staff.	The grievants shall be made whole in every way, including but not limited to the following: The Board shall immediately follow the proper procedure for classroom reassignment of students from elementary bargaining unit members without a substitute. We also ask that NO REPRISALS be taken against the grievants for the filing of this grievance.	Step 1 hearing pending.