

This grievance report appeared in the March 7, 2022, issue of the *CEA Voice*.

Building/Unit Administrator	Statement of Grievance	Relief Requested	Disposition
Whetstone HS Janet Routzong	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.	The CEA Board of Governors voted to advance this grievance to arbitration.
CCS Administration	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.	The CEA Board of Governors voted to advance this grievance to arbitration.
CCS Administration	On or about October 5, 2021 and ongoing, the Board of Education of Columbus City Schools and/or its agents violated, misinterpreted, and/or misapplied provisions of the 2019-2022 CEA-CCS Master Agreement and or the Memorandum of Understanding - Blend Ed 2021-2022 by entering into a Memorandum of Understanding for Pre-K instructional services with Waterford Institute.	CEA bargaining unit members shall be made whole in every way, including but not limited to: the Board of Education shall immediately terminate the Waterford Memorandum with notice as provided for by the MOU. The Board of Education shall remit to CEA the full amount of back dues with interest for each position covered by the Master Agreement but held by a Waterford Employee for the duration of the Waterford MOU.	The CEA Board of Governors voted to advance this grievance to arbitration.
CCS Administration	The Columbus City Schools Board of Education and/or its Agents violated, misinterpreted, and/or misapplied negotiated provisions of the 2019-2022 CEA-CCS Master Agreement including but not limited to Article 904 when they failed to pay CEA bargaining unit members for supplemental IEP Review work performed during the 2020-2021 School Year.	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 Article 904 and shall compensate the affected bargaining unit employees for all hours worked at the contractually established rate, including interest at the IRS rate from the date of timesheet submission.	Grievance withdrawn following payment to grievants.
CCS Administration	The Columbus City School Board of Education and/or its agents violated binding past practice when bargaining unit members were directed to report to Valley Forge Elementary while the Building was closed to students due to a broken heating system during excessively cold temperatures.	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 past practice regarding bargaining unit members reporting to buildings closed to students.	Settlement agreement reached with District.
CCS Administration	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, or misapplied provisions of the 2019-2022 CEA/CCS Master Agreement when grievant was issued a written reprimand without Just Cause.	The grievant shall be made whole in every way, including but not limited to the following: The Board shall immediately remove all references to the written reprimand issued on or about January 11, 2022 from all employee personnel records, other than those records required to be retained by law. The district shall not reference nor utilize the written reprimand in any future employment actions related to the grievant.	Step 2 hearing pending.
CCS Administration	On or about January 18, 2022 and ongoing, the Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provisions of the CEA-CCS 2019-2022 Master Agreement including but not limited to Article 209.04 by inappropriately assigning teaching staff outside of the school involved to cover classes for absent bargaining unit members at various buildings.	Affected grievants shall be made whole in every way, including but not limited to the following: Columbus City Schools shall immediately conform with the provisions of Article 209.04 of the Master Agreement. Grievants who covered classes beginning January 18, 2022 shall be additionally compensated for each hour of class coverage performed in the amount of an hourly equivalent of their annual salary.	Withdrawn following resolution through MOU #3.
CCS Administration	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, or misapplied provisions of the 2019-2022 CEA/CCS Master Agreement when it was determined the grievant would not have his personal funds of \$614 returned to him without Just Cause.	The grievant shall be made whole in every way, including but not limited to the following: The Board shall immediately return the \$614 that was removed from his classroom and personal lock boxes on or around August 16, 2021 and remove the statement from the Office of the Auditor pertaining to the Eastmoor Academy Drama Advisor dated January 3, 2022.	Step 1 hearing pending.
Parkmoor ES Charmaine Campbell	Parkmoor ES principal Charmaine Campbell, 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 Letter of Direction 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 February 2, 2022 from the grievant's personnel and discipline files. Any record of the Written Reprimand issued on or about February 2, 2022 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 February 2, 2022 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.	Awaiting Step 2 hearing.
JIC Teresa McGurr	Teresa McGurr violated binding past practice when bargaining unit members were directed to teach in the "PODS" instead of their classrooms at the Juvenile Intervention Center.	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 past practice regarding bargaining unit member teaching in pods.	Step 1 hearing held. Requested relief denied. Step 2 hearing held.
South HS 7-12 Christy Nickerson	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of South 7-12, Christy Nickerson, failed to provide appropriate administrative support to the grievants in the discipline of their students.	That the grievants shall be made whole in every way, including, but not limited to the following: that principal provide appropriate administrative support to the affected bargaining unit members and that NO REPRISALS be taken against the grievants or any other bargaining unit member due to the filing of this grievance.	Step 1 hearing held. Awaiting response.
Westmoor MS Christopher Horne	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of Westmoor MS, Christopher Horne, failed to provide reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom when he failed to return all 190 Corrective Measure forms to the originating staff member with the corrective action noted within three (3) work days of receiving it. Also for failing to use teacher substitute to provide coverage for absent bargaining unit members, when a teacher substitute was available.	1. The administration will support and assistance by addressing and returning 190 Corrective Measures within three (3) work days of submission. 2. The administration will use a teacher substitute to provide coverage when a teacher is absent before assigning classroom coverage to other bargaining unit members 3. No reprisals be taken against the grievants due to filing this grievance.	Step 1 hearing held. Awaiting response.
Starling PK-8 Joan Bucy	Starling PK-8 Principal Joan Bucy misinterpreted, misapplied, and/or violated sections of the CEA-CCS 2019-2022 Master Agreement including but not limited to Article 208.01 when she failed to administer the discipline policy for her school and/or failed to provide appropriate administrative support to teachers by not responding to requests for assistance with student discipline from grievant for more than an hour, despite directing staff to text or call her cell phone if support is needed.	Grievant shall be made whole in every way, including but not limited to the following: Starling PK-8 Principal Joan Bucy shall administer the discipline policy of her building and provide appropriate administrative support to teachers in accordance with Article 208.01 of the Master Agreement by responding timely to requests for assistance.	Step 1 hearing held. Awaiting response.
Starling PK-8 Joan Bucy	Starling PK-8 Principal Joan Bucy misinterpreted, misapplied, and/or violated sections of the CEA-CCS 2019-2022 Master Agreement including but not limited to Article 403.01 when instead of informing grievant of a parent complaint and seeking to resolve the issue in accordance with Article 403.01, Principal Bucy sent grievant an email stating that "This incident has warranted disciplinary action".	Grievant shall be made whole in every way, including but not limited to the following: Starling PK-8 Principal Joan Bucy shall abide by Article 403.01 of the Master Agreement. No discipline of grievant shall be administered as a result of the February 17, 2022 parent complaint.	Step 1 hearing held. Awaiting response.
Starling PK-8 Joan Bucy	The Board and/or its agents misinterpreted, misapplied, and/or violated sections of the CEA-CCS 2019-2022 Master Agreement including but not limited to Article 404.02 when they issued grievant a written reprimand without Just Cause. The Board cited violations of "City Year policies and procedures on city year students supervising" but failed to cite an employer policy on the subject or provide any evidence that grievant received adequate notice from his employer of the work rule.	Grievant shall be made whole in every way, including but not limited to the following: The Board and/or its agents shall comply with Article 404.02 of the Master Agreement. The written reprimand issued to grievant by the Board on February 21, 2022 shall be rescinded (including attachment of a note indicating such in grievant's permanent file).	Step 1 hearing held. Awaiting response.