

This grievance report appeared in the April 11, 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 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, 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	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 held. Requested relief denied.
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.	Step 2 hearing held. Requested relief denied.
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 2 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).	Grievance denied at Step 1. Step 2 hearing pending.
CCS Administration	On or about March 15, 2022 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 Master Agreement and/or the Memorandum of Understanding - BlendEd 2021-2022 by entering into an agreement with Graduation Alliance, Inc. to provide services including but not limited to instruction, academic coaching, and tutoring to certain Columbus City Schools students.	CEA bargaining unit members shall be made whole in every way, including but not limited to: the Board of Education shall immediately terminate the agreement with Graduation Alliance, Inc. 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 Graduation Alliance, Inc. Employee for the duration of the Agreement.	Step 2 hearing pending.
Oakland Park ES Mark Caudill	Oakland Park ES Principal Mark Caudill 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 Caudill scheduled a disciplinary meeting and had the Grievant sign a summary of conference.	Grievant shall be made whole in every way, including but not limited to the following: Oakland Park ES Principal Mark Caudill shall abide by Article 403.01 of the Master Agreement. The Summary of Conference issued to grievant by the Board on March 11, 2022 shall be rescinded (including attachment of a note indicating such in grievant's permanent file).	Step 1 hearing pending.
Briggs HS Tonya Milligan	Labor Management & Employee Relations Business Partner Jill Harlan and Briggs HS Principal Tonya Milligan, acting in their capacity as agents of the Board, violated, misinterpreted, and/or misapplied provisions of the 2019-2022 CEA-CCS Master Agreement when they issued directives that grievant report to the Briggs High School lunchroom for a portion of the day to perform job duties that would normally be performed in grievant's office.	Grievant(s) shall be made whole in every way, including but not limited to the following: The Board shall cease and desist from assigning CEA bargaining unit members, including grievant, to perform their regular job duties in the Briggs HS lunchroom. Grievant shall be entitled to backpay at her hourly equivalent rate plus interest for each hour (or portion of an hour) she was assigned to the lunchroom to perform her regular job duties.	Step 1 hearing pending.
CCS Administration	On or about April 5, 2022 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 Master Agreement and/or the Memorandum of Understanding - BlendEd 2021-2022 by entering into an agreement with Graduation Alliance, Inc. to provide services including but not limited to instruction, transcript review, learning plans, and academic coaching to certain Columbus City Schools students.	CEA bargaining unit members shall be made whole in every way, including but not limited to: the Board of Education shall immediately terminate the agreement with Graduation Alliance, Inc. 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 Graduation Alliance, Inc. employee for the duration of the agreement.	Filed at Step Two pursuant to Article 110.06 of the CEA-CCS Master Agreement.