

This grievance report appeared in the *CEA Voice* for Oct. 2, 2023.

Building/Unit Administrator	Statement of Grievance	Relief Requested	Disposition
Ridgeview MS Natalie James	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of Ridgeview MS, Natalie James, failed and/or refused to adjust the grievant's class load.	That the grievant be made whole in every way, including but not limited to adjusting the grievant's class load for the second semester of the 22-23 school year, and that NO REPRISALS be taken against the grievant or any other bargaining unit member due to the filing of this grievance.	Arbitration requested, pending arbitrator selection and hearing dates.
Cassady ES Amber Hall	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of Cassady ES, Amber Hall, subjected the grievant to repeated and/or extreme verbal abuse in the school's office.	That the principal apologize in writing 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.	Awaiting Step 2 response.
CCS Administration	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provisions of the Master Agreement by unilaterally modifying the online application form to receive a continuing contract after its mutual approval by the Board and Association. Such unilateral modification established additional standards for receipt of continuing contract in violation, misapplication, and/or misinterpretation of provisions of the Master Agreement.	All CEA bargaining unit members who applied and were denied continuing contract status during the 2022-2023 school year on the basis of not having received "accomplished" or "skilled" overall ratings, but who have met all requirements of Article 401.08 shall immediately be deemed employed under a continuing contract. The Board shall cease and desist from violating/misinterpreting/misapplying the agreement.	*See note below.
PAR Administrator Rhonda Rice	The Columbus City Schools Board of Education and/or its Agents violated, misinterpreted, and/or misapplied negotiated provisions of the 2022-2025 CEA-CCS Master Agreement when they failed to pay grievant the full amount owed for extra duty work performed during the 2022-2023 School Year as established by her Peer Assistance and Review supplemental contract.	Grievant shall be made whole in every way, including but not limited to the following: Grievant shall immediately be paid in full for supplemental wages owed based upon her 2022-2023 Peer Assistance and Review supplemental contract, including interest at the applicable IRS rate. The Board shall cease and desist from prorating supplemental contracts, except in accordance with Article 402 of the Master Agreement.	Step 2 hearing pending.
CCS Administration	CCS Hearing Officer Dianne McLinn, in her capacity as agent of the Board of Education of Columbus City Schools, violated the Columbus Education Association-Columbus City Schools 2022-2025 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 7, 2022 from the grievant's personnel and discipline files. Any record of the Written Reprimand issued on or about June 7, 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 June 7, 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. Awaiting response.
Career & Technical Education Department Jennifer Meade	The CCS Board of Education and/or its agents violated, misinterpreted, or misapplied provisions of the 2022-2025 CEA/CCS Master agreement when the grievant was given a Written Reprimand June 15, 2023 without just cause.	The grievant shall be made whole in every way including but not limited to removing the Written Reprimand from all personnel files. Removing the Letter of Direction that is included and lead to the the Written Reprimand; the grievant shall have her original job roles/responsibilities returned to her; and that NO REPRISALS be taken against the grievant for the filing of the grievance.	Grievance denied at Step 2 hearing.
CCS Administration	The CCS Board of Education and/or its agents violated, misinterpreted, or misapplied provisions of the 2022-2025 CEA/CCS Master agreement when it was determined that their back pay for classroom reassignment was deemed inappropriate.	Both grievants shall be made whole by immediate repayment of the classroom reassignment pay that has been calculated, plus 5% interest compounded annually; and that NO REPRISALS be taken against the grievants for the filing of this grievance.	Step 2 hearing pending.
CCS Administration	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the Administration unilaterally altered the start and end times of the school day at the JIC.	That the administration revert to the original start and end times in place at JIC, that the grievants be made whole for any expenses incurred as a result of the change (i.e. child care) and that NO REPRISALS be taken against the grievant or any other bargaining unit member due to the filing of this grievance.	Step 2 hearing held. Awaiting response.
CCS Administration	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the Administration unilaterally changed the schedule at JIC from a nine period day to an eight period day and required the teachers at JIC to teach six sections instead of five and eliminated their duty period.	That the administration reduce the number of teaching sections to five and reinstate the duty period, and that NO REPRISALS be taken against the grievant or any other bargaining unit member due to the filing of this grievance.	Step 2 hearing held. Awaiting response.
CCS Administration	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provisions of the Master Agreement by hiring a bargaining unit member in a Psychologist position and directing them to perform the job duties of two different CEA bargaining unit positions during the same school year (Psychologist and Behavior Specialist).	The grievant(s) shall be made whole in every way, including but not limited to: Agents of the Board shall immediately cease and desist from directing bargaining unit members to perform job duties of bargaining unit members in other position titles. Grievant(s) shall be made whole at the grievant(s) hourly rate with interest for all additional work performed outside of the contract day as a result of the Board's directives.	**See note below.
Salem ES Nikki Myers	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of Salem ES, Nikki Myers, subjected the grievant to direct verbal criticism/extreme verbal abuse in front of a student and staff members in the Health Office.	That the principal apologize in writing 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.
CCS Administration	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement when video evidence was used during a pre-disciplinary meeting, but not provided to the Association or its designee when the pre-disciplinary hearing notice was sent. Discipline was issued from that pre-disciplinary hearing.	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 September 14, 2023 from all employee records, other than those required to be retained by law. The Board shall not reference nor utilize the reprimand in any future employment actions. No reprisals be taken against the grievant due to the filing of this grievance.	Step 2 hearing pending.
Indianola Informal K-8 Brandy Koeth	Indianola Informal K-8 Principal Brandy Koeth, acting in her capacity as agent of the Columbus City Schools Board of Education, violated, misinterpreted, or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement when grievant was directed not to enforce the student dress code enumerated in the 2023-2024 Guide to Student Success.	The grievant shall be made whole in every way, including but not limited to the following: The Board shall provide appropriate administrative support consistent with Article 208.01 and shall immediately cease and desist from directing bargaining unit members not to enforce board policy, inclusive of the "Guide to Student Success".	Step 1 hearing pending.

* On August 16th, CEA filed a grievance on behalf of all affected members, after an individual member's application for a continuing contract was denied. The District's reason for denial was that the teacher had not met the minimum requirements for successful years of teaching in the District, due to a lack of successful OTES evaluation during the 2022-2023 school year. What happened during the 2022-2023 evaluation? Her principal simply never completed it.

A settlement agreement was signed in this matter on September 27th. The settlement provides for two things:

1. That moving forward, the District's failure to complete an evaluation shall not be held against teachers who apply for a continuing contract
2. That anyone who was previously denied a continuing contract on this basis may reapply this year and so long as the other requirements are met, they will be given a continuing contract beginning with the 2024-2025 school year.

All members who have previously been denied a continuing contract due to their administrator failing to complete an evaluation should make sure to reapply by the March 1, 2024 deadline. The other requirements can be found in Article 401.08 of our Master Agreement.

**Building/Unit
Administrator****Statement of Grievance****Relief Requested****Disposition**

** At the preliminary meeting held on September 21, 2023, CEA representative Teri Mullins informed Erin Stoliker and John Cook, both CCS school psychology department supervisors that the following three issues led to the grievance filing:

1. CEA was notified by HR that the 1.0 behavior specialist position that repurposed the school psychology department was done so because the school psychology department did not have funding to hire for an additional position.
2. An email was sent out identifying a school psychologist as a behavior specialist.
3. At a SPED coordinator meeting, two school psychologists were introduced as behavior specialists.

Response to Issue #1: This position was repurposed in an attempt to engage in a cross-departmental collaborative model between school psychologists and the SPED department. The repurposing of this position benefited the students, buildings, the SPED department, the school psychology department, and the impacted CEA bargaining members. This position was not repurposed due to lack of funding for school psychologist positions.

Response to Issue #2: This email was sent out by a CEA bargaining member and mistakenly, and likely in an effort to be concise with their wording, referred to a school psychologist as a behavior specialist.

Response to Issue #3: As was the case with Issue #2, the individual introducing the school psychologists mistakenly, and likely in an effort to be concise and easily understood, referred to them as members of the behavior specialist team. I, Erin Stoliker, was at the meeting and immediately addressed that by clarifying, "These individuals are not behavior specialists they are school psychologists who are supporting behavior across the district and collaborating with the behavior specialist team."

Conclusion: The job description for CCS school psychologists includes "working collaboratively with school personnel and parents to identify, implement, and monitor appropriate academic, behavioral, and social-emotional interventions," and the job description includes "Applied Behavioral Analysis and Behavioral Support" as possible part of a CCS school psychologist's assignment. The school psychologists in question are not being directed to or engaging in responsibilities or work that is outside their job description and scope of practice.

After a review of the grievance and the discussion at the September 21, 2023 meeting, there is no contract violation and the grievance is denied. However, administration agrees to not refer to the school psychologists in question, or any school psychologist, as a behavior specialist.