

This grievance report appeared in the *CEA Voice* for Oct. 16, 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 resolved. Go to Page 2 to see the Letter of Agreement.
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 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. Awaiting response.
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.
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 2 hearing requested. At the Step 1 meeting on Sept. 27, 2023, the grievant stated "The principal said I am calling the supervisor since this nurse does not know how to nurse." The grievant also said, "this happened in the nurse's office in-front of 2 staff members and a student." That was not stated by the principal. There is no violation of the contract and requested relief is denied.
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 response listed below.
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 held. Awaiting response.

\* This correspondence is in disposition of the Step II Grievance in No. CEA 2324-09 (Christina M. McCombs). A hearing on the Grievance was held on September 29, 2023 (the "Hearing") and was attended by you and CEA member/CCS employee Christina M. McCombs ("Ms. McCombs" or "Grievant"). Management was represented at the Hearing by Columbus City Schools ("CCS" or the "District") Labor Liaison Jill M. Harlan, J.D. ("Ms. Harlan") and Southwood Elementary School Principal Miracle M. Reynolds ("Ms. Reynolds"). The Statement of Grievance is that the CCS Board of Education and/or its agents violated, misinterpreted, or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement (the "CBA") - including but not limited to Article 404.02 - when video evidence was used during a pre-disciplinary meeting, but not provided to Association or its designee when the pre-disciplinary hearing notice was sent. Discipline was issued from that pre-disciplinary hearing. The date of the alleged occurrence is September 14, 2023 and the relief requested is that 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 the Grievance.

The gravaman of the Grievance here is the assertion that the District failed to provide Ms. McCombs and/or her union representative with a copy of video of the occurrence, in advance of the pre-disciplinary hearing, in derogation of Article 404.02(H) of the CBA, which states: "All documents and other evidence to be utilized by the Board or its agents during a pre-disciplinary hearing shall be provided electronically to the President of the Association or designee when notice of the pre-disciplinary hearing is sent to the bargaining unit member." The Grievance is denied, for the following reason.

## Letter of 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 November 7, 2022 alleging violation of provisions of the CEA-CCS 2022-2025 Master Agreement (AGREEMENT) including but not limited to Article 301.01(5).

The parties agree:


1. Middle School art classes in grades 6-8 are subject to the class load limit imposed by Article 301.01(5) of the AGREEMENT.
2. The BOARD is responsible for all fees to be paid associated with the cancellation of the arbitration hearing on this matter scheduled for October 17, 2023.
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 November 7, 2022. 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, except as may be required to enforce the terms of this agreement.
5. 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.



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John M. Dean, Director  
Labor Management and Employee Relations  
For the BOARD

10/10/2023

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Date



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John Coniglio, President  
For CEA

10/10/2023

\_\_\_\_\_  
Date