

This grievance report appeared in the *CEA Voice* for Mar. 11, 2024.

Building/Unit Administrator	Statement of Grievance	Relief Requested	Disposition
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 hearing.
CCS Administration	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provisions of the 2022-2025 CEA Master Agreement and/or Board Policy when CEA bargaining unit members in the Library Media Specialist job title were directed to immediately remove in-circulation copies of "Gender Queer: a Memoir" from school libraries district-wide. The book was deemed "unauthorized" with no formal challenge or review process having taken place.	Grievance shall be made whole in every way, including, but not limited to the following: the directive issued on or about December 11, 2023 shall be rescinded in writing. The board and slant or its agents shall cease and desist from violating, misinterpreting, or misapplying provisions of the master agreement, including but not limited to the "Letter" on page 162, and shall comply with Board Policies po2240, po2520, and po2525.	Step 2 hearing held. Awaiting decision.
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 the grievant was denied the opportunity the right of bargaining unit members to utilize supplemental materials that are aligned with board approved curriculum (inclusive of curriculum guides and frameworks), and which are appropriate to the levels of ability and maturity of the students, supplemental materials in conjunction with the District approved HMH reading materials.	The grievant shall be made whole in every way, including but not limited to the following; allow the teacher to use supplemental materials as described in 2022-2025 Master Agreement letter, the the Board cease and desist allowing Bargaining Unit members to decide the appropriateness of supplementals and that NO REPRISALS be taken against the grievant for the filing of the grievance.	Awaiting Step 2 Grievance Hearing.
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 and failed to process 190s within three work days.	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, process 190s within 72 hours and that NO REPRISALS be taken against the grievants or any other bargaining unit member due to the filing of this grievance.	It is our plan to follow the collective bargaining agreement concerning completion of 190s in a timely manner. (See below for response.)
CCS Administration	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement when grievant was issued a Letter of Direction without just cause and without regard for progressive discipline.	Grievant shall be made whole in every way, including but not limited to the following: The Board shall remove all references to the Letter of Direction written on February 8, 2024 from all employee records, other than those required to be retained by law. The Board shall not reference the Letter of Direction in any future employment actions.	Filed at Step Two pursuant to Article 404.02(E) of the Master Agreement
CCS Administration	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 and the Letter of Agreement dated September 18, 2023 when they failed to pay Building Substitutes who elected one-year limited teaching contracts at the appropriate step on the teacher salary schedule in accordance with the 2022-2025 Master Agreement.	Grievants shall be made whole in every way, including but not limited to the following: Grievants shall immediately be paid in full for wages owed based upon the Master Agreement, including interest at the applicable IRS rate. The Board shall cease and desist from violating provisions of the Master Agreement and the Letter of Agreement dated September 18, 2023.	Filed at Step Two consistent with Article 110.06 of the Master Agreement.
CCS Administration	The CCS Board of Education and/or its agent violated, misinterpreted or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement when the grievant was given a written reprimand on February 19, 2024 without just cause and without regard to progressive discipline.	The grievant shall be made whole in every way including but not limited to removing the written reprimand written on February 19, 2024, from all personnel and discipline files. There shall be no reprisals taken against the grievant for the filing of this grievance.	Filed at Step 2.
CCS Administration	The Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement when grievant was issued a Written Reprimand without just cause and without regard for progressive discipline.	Grievant shall be made whole in every way, including but not limited to the following: The Board shall remove all references to the Written Reprimand written on February 26, 2024 from all employee records, other than those required to be retained by law. The Board shall not reference the Written Reprimand in any future employment actions.	Filed at Step 2 pursuant to Article 404.02(E) of the Master Agreement.
Hudson Community Education Center Ed O'Reilly	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 grant appropriate years of relevant work experience for the purposes of hourly pay.	Grievant shall be made whole in every way, including but not limited to the following: Grievants shall immediately be paid in full for wages owed based upon the Master Agreement, including interest at the applicable IRS rate. The Board shall place grievant at the correct pay rate based on years of relevant work experience and cease and desist from violating provisions of the Master Agreement.	Filed at Step 1.

South HS Grievance response

**Columbus City Schools
GRIEVANCE
Certificated Teaching Personnel**

The Association on behalf of the affected bargaining unit members at:
Phil Hayes on behalf of the Association on behalf of the affected CEA Bargaining Unit Members at South 7-12
Grievant's Name: _____ (Please print)

Statement of Grievance:
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 and failed to process 190s within three work days.

Section of Agreement or Policy, Rule or Procedure claimed to have been violated:
Including, but not limited to Section 208.01 and 208.11 of the CCA/Board Agreement

Date, Time and Location of Occurrence: Ongoing since at least December 7, 2023

Relief Requested: 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, process 190s within 72 hours and that NO REPRISALS be taken against the grievants or any other bargaining unit member due to the filing of this grievance.

Presented to Principal/Supervisor: <<< Phil Hayes CBO the Assn. on behalf of the affected bargaining unit members
Date: _____ Grievant's Signature: _____

Disposition:
S. Kellett 2/6 C. Merriman 2/6
R. Foucher 2/6 J. Joyce 2/6
C. Fuentes 2/6 T. Peasi-Roberts 2/6
K. Gunder 2/6 D. Meyer 2/6

Response Date: 2/27/24 (see attached) Principal/Supervisor: *Christy Nickerson*

I hereby request that my grievance be forwarded to Step 2.
Presented to Principal/Supervisor: _____ Date: _____ Grievant's Signature: _____
Date received by Superintendent: _____

Response Date: _____ Superintendent/Designee: _____

ARBITRATION
The Association requests that this grievance be submitted for arbitration.
Association President/Designee Signature: _____ Date: _____
Date Received by Superintendent: _____

Receiving it unless there are extenuating circumstances, in which case it shall be returned Step 1 Response from meeting on February 22, 2024 at 2:45PM at South High School

CEA Representative: Stephen Kellett. Phil Hayes was also present.

SHS Grievant's Present: Christine Fuentes

Administration Present: Christy Nickerson, Bao Lam, Ivory Hister, and Nolicka Robinson. Region 3 Superintendent Sandy Womack was also present.

At Step 1 meeting, on February 22, 2024 Grievant said that 190's have not been processed within the 3 days outlined in the contract. Mr. Kellett stated that it was brought to the attention of administration on January 8, 2024 at the ABC Meeting and as of February 5, 2024 had not been resolved. Provided data to administration.

This has been addressed by the following actions:

It is our plan to follow the collective bargaining agreement concerning completion of 190s within three working days receiving it unless there are extenuating circumstances, in which case it shall be returned reasonably promptly.

The Principal met with Assistant Principals to share expectations for completing the 190's in a timely manner.

The Principal has reviewed the CCS Guide to student conduct with Assistant Principals.

The Principal has reviewed progressive discipline options with Assistant Principals.

The Principal has reviewed restorative practices with Assistant Principals.

The Principal is now reminding Assistant Principals daily to complete 190 processing and is reviewing the cue daily.

Principal has begun monitoring the behavior cue daily to make sure all referrals have been addressed in a timely manner.