

This grievance report appeared in the *CEA Voice* for Apr. 22, 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in every way, including, but not limited to the following: the directive issued on or about December 11, 2023 shall be rescinded in writing.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.	Directive rescinded by the Board, grievance withdrawn accordingly.
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 HMM 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.
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 an employee records, other than those required to be retained by law. The Board shall not reference the Written Reprimand in any future employment actions.	Board of Governors voted to approve moving the issue to arbitration.
CCS Administration	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the administration denied the member's eligibility to collect severance upon her retirement.	That the grievant shall be made whole in every way, including, but not limited to the following: that the administration allow the member the ability to collect her severance upon retirement and that NO REPRISALS be taken against the grievant or any other bargaining unit member due to the filing of this grievance.	Based on the information presented at the Step 11, it is the Hearing Officer's position, that the grievant is ineligible for severance pay because she is not retiring in accordance with the rules that govern STRS. Therefore, Management did not violate Article 810.01 (A). In lieu of the above, relief denied.
West HS Daniel Roberts	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of West HS, Daniel Robertson, 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.	West HS administration will continue to follow the CEA Contract regarding processing student discipline. No details were provided at the hearing concerning a 190 referral that is currently out of compliance with the Master Agreement. The grievance is denied.
Eastgate ES Mary J. Pettigrew	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of Eastgate ES, Mary J. Pettigrew, 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.	Step 1 hearing held. Awaiting decision.
Westmoor MS Wendy Gittens & Leslie Hejduk	Westmoor MS Principal Wendy Gittens and AP Leslie Hejduk, acting in their capacity as agents of the Board, failed to provide appropriate support to teachers with respect to student discipline in violation, misinterpretation, or misapplication of the Master Agreement, including but not limited to failing to respond appropriately to 190s, failing to follow the adopted building discipline plan, and disputing disciplinary consequences with bargaining unit members in front of students.	Grievants shall be made whole in every way, including not limited to the following: The Board and it's agents shall cease and desist from violating, misinterpreting, and or the Master Agreement including but not limited to Article 208.01. The board shall provide appropriate administrative support consistent with this article.	Grievance requested to be forwarded to Step 2.
Ohio Ave. ES Anthony Williams	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of Ohio Avenue ES, Anthony Williams failed to provide music once a week for forty-five (45) minutes for the full year in grades Kindergarten through Fifth and failed to provide appropriate administrative support to the grievant 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 the principal cease and desist from allowing students to be pulled from Music, 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.	Step 1 hearing pending.
Walnut Ridge HS Michael Spellis	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the principal of Walnut Ridge HS, Michael Spellis, failed to award the grievant the WRHS Head Football Coach Supplemental Contract despite being the only qualified applicant.	That the grievants shall be made whole in every way, including, but not limited to the following: that the principal award the WRHS Head Football Coach Supplemental be awarded to the grievant 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 pending.