

This grievance report appeared in the *CEA Voice* for November 18, 2024.

Building/Unit Admin.	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/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	Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provision of the 2022-2025 CEA/CCS Master Agreement when the 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whole in every way, including but not limited to the following, the Written Reprimand issued on May 8, 2024, shall be withdrawn. The Board shall immediately remove all references of the Written Reprimand from all employee records, other than those required by law. This Written Reprimand was not based on equal treatment. The member was not insubordinate, unprofessional, nor inappropriate.	Requested to be filed at Step 2.
CCS Administration	On or about June 27, 2024, Executive Director of Labor Management and Employee Relations John Dean, acting in his capacity as agent of the Board, violated, misinterpreted, and/or misapplied provisions of the 2022-2025 CEA-CCS Master Agreement when he verbally informed CEA President John Coneglio that the Board would not implement elements of a new program/initiative which was voted on and approved by the joint Reform Panel utilizing the authority explicitly delegated to the Panel by the Master Agreement.	Grievants shall be made whole in every way, including but not limited to: The BOARD shall immediately implement all programs/initiatives approved by the Reform Panel during the 2023-2024 school year. The Board shall cease and desist from violating, misinterpreting, and/or misapplying Articles 102 and 1503 of the Master Agreement, and the MOU - School Transformation Pilot Program.	Advanced to arbitration.
CCS Administration	The Board and/or its agents violated, misinterpreted, and/or misapplied provisions of the MOU - Working Agreement for Building Substitutes when CEA Building Substitute one year limited contracts were not deemed renewed and affected bargaining unit members were instead issued notices of nonrenewal, after the statutory deadline for nonrenewal of June 1.	Grievants shall be made whole in every way, including but not limited to: The board shall immediately rescind notices of nonrenewal and issue one year limited employment contracts to grievants for the 2024-2025 school year. The Board shall remit to grievants lost wages and actual costs incurred for loss of benefits (inclusive of interest at the IRS rate). The Board shall remit to CEA an amount equal to dues plus interest for all grievants.	Advanced to arbitration.
CCS Administration	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the Board/ Administration failed to provide students equitable access to technology and failed to provide instructional materials and equipment to implement the District's educational goals and objectives and to meet students' needs.	The grievants shall be made whole in every way, including but not limited to the following: That the Board/ Administration provide students equitable access to technology and provide instructional materials and equipment to implement the District's educational goals and objectives and to meet students' needs.	Step 2 hearing held. Awaiting response.
CCS Administration	The CEA/Board Agreement was violated, misinterpreted and/or misapplied when the Board/Administration's unilateral expansion of the citywide standardized testing program significantly increased teacher duties related to test administration.	The grievants shall be made whole in every way including, but not limited to the following: The Board/Administration shall immediately rescind the directive issued on or about September 13, 2024, and cease and desist from expanding the citywide standardized testing program in violation of the Master Agreement. We also ask that NO REPRISALS be taken against the grievant(s) 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 negotiated provisions of the 2022-2025 CEA-CCS Master Agreement when they notified grievant of nonrenewal of her extra duty supplemental contract after the April 30 contractual deadline.	Grievant shall be made whole in every way, including but not limited to the following: Grievant shall immediately be paid in full for 2024-2025 supplemental wages owed based upon her supplemental contract, including interest at the applicable IRS rate. The Board shall cease and desist from violating, misapplying, and/or misinterpreting Master Agreement provisions, including but not limited to Article 402.02.	Denied at Step 1. Step 2 hearing pending.
CCS Administration	Columbus City Schools Board of Education and/or its agents violated, misinterpreted, and/or misapplied provision of the 2022-2025 CEA/CCS Master Agreement when the Administration at Independence High School failed to bring the class size numbers to or below the contractual 34 or 150 pupils per day where applicable and has failed to maintain class size equity.	The grievants shall be made whole, and every way, including, but not limited to the following, the Administration will make every feasible effort as soon as possible to reduce the class-size for those classes that are over the contractual limit of 34 or 150 pupils per day as it applies and maintains equity class size.	Relief is granted. Based on the information presented at the Step 1 grievance hearing, management acknowledges that the class sizes were out of compliance with Article 301.01 (3), 301.01 (5) 301.01 (6) of the Master Agreement. However, management is currently working on a plan that will assist in bringing the class size numbers within the contractual limits as soon as practical.
CCS Administration	The Board violated, misinterpreted, and/or misapplied provisions of the 2022-2025 CEA/CCS Master Agreement, when classroom teachers were notified of their involuntary transfers out of Columbus Scioto 6-12 to SELC classrooms in other CCS buildings without regard to the safety, academic, and staffing needs at Columbus Scioto.	The Board shall cease the involuntary transfers of impacted staff, returning them to Columbus Scioto 6-12. No reprisals shall be taken against the grievants due to filing this grievance.	Denied at Step 2.
Dominion MS Dorothy Flanagan	The CCS/CEA Master Agreement was misapplied, misinterpreted or violated by the principal at Dominion MS, Dorothy Flanagan, when she failed to issue a three-year supplemental contract to the affected bargaining unit member.	The grievant shall be made whole in every way, including but not limited to the following: Principal Flanagan shall immediately issue a three-year supplemental contract to the affected bargaining unit member. We also ask that NO REPRISALS be taken against the grievant for the filing of this grievance.	Requested relief denied.