

Grievance Settlement 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 March 26, 2020 alleging violation of provisions of the CEA-CCS 2019-2022 Master Agreement (AGREEMENT) including but not limited to Article 401.01(B) as well as binding past practice.

The parties agree:

1. Pursuant to Section 401.01(B) of the AGREEMENT, decisions and actions of the BOARD undertaken to implement the teacher evaluation process shall be exercised through the Joint Evaluation Panel (JEP) of CEA and the Board, established by a Memorandum of Agreement between the parties.
2. The BOARD shall not conduct walkthroughs and/or evaluations of CEA bargaining unit members in any manner other than in-person without the explicit approval of the JEP, unless there is a negotiated change to the terms of the Master Agreement, or other agreement between the parties that alters this expectation.
3. The JEP shall send a mutually-agreed electronic communication and completed ILEAD change form to any CEA bargaining unit member who participated in a walkthrough or evaluation conducted in any manner other than in-person from March 14, 2020 through March 31, 2020, inclusive, notifying the member(s) that the evaluation component in question may be removed from ILEAD and eTPES at the discretion of the CEA member and replaced with a notation that their evaluation was unable to be completed due to the COVID-19 school shutdown.
4. Post-Conferences conducted in a virtual manner after March 13, 2020, may be used for the purposes of completing a CEA bargaining unit member's evaluation, provided that all other components of the evaluation were complete at the time of the post-conference and provided that with the exception of the virtual nature of the post-conference, conditions of the post-conference met the standards of the CEA-BOARD Joint Evaluation Panel (JEP). Any CEA bargaining unit member who believes that their post-conference did not meet JEP standards may challenge their evaluation pursuant to Article 401.01(D) of the AGREEMENT.
5. No CEA bargaining unit member may be non-renewed, placed on an improvement plan, or otherwise deprived of any professional advantage due to an incomplete evaluation as a result of the COVID-19 shutdown.
6. This agreement completely resolves the current grievance regarding Section 401.01(B) of the AGREEMENT and binding past practice. 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.
7. 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.
8. If either party fails to meet the requirements of this agreement, the grievance will be reinstated.



John M. Dean, Director, Employee Relations
For the BOARD

April 1, 2020

Date



John Coniglio, President
For CEA

April 1, 2020

Date