STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

David Waller Grissom, Jr.,	)	
	)	
Charging Party	)	
	)	
and	)	Case No. 2025-CA-0037-C
	)	
Chicago Board of Education,	)	
	)	
Respondent	)	

OPINION AND ORDER

I. Statement of the Case

On December 11, 2024, David Waller Grissom, Jr. (Grissom or Charging Party) filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (Board or IELRB) in the above-captioned matter alleging that Chicago Board of Education (CBE or Respondent) committed unfair labor practices within the meaning of Section 14(a) of the Illinois Educational Labor Relations Act (Act or IELRA), 115 ILCS 5/1, *et seq*. Following an investigation, the Board's Executive Director issued a Recommended Decision and Order (EDRDO) dismissing the charge. Grissom filed timely exceptions to the EDRDO, CBE filed a timely response to his exceptions, and Grissom filed a reply to CBE's response.

II. Discussion

A. Grissom's Reply to CBE's Response

Grissom filed a reply to CBE's response to his exceptions. Therein, he states that his filing is pursuant to Section 1120.30(c) of the Board's Rules and Regulations (Rules), 80 Ill. Adm. Code 1120.30(c), and the Illinois Student Records Act (Student Records Act), 105 ILCS 10/1, *et seq*.

Section 1120.30(c) of the Rules allows charging parties to file exceptions to an EDRDO and a supporting brief and respondents to file a response to exceptions and a supporting brief. Section 112030(c) does not provide for replies to responses to excep-

tions. The Board has previously stricken replies to responses to exceptions on the basis that the Rules do not provide for such replies. *Des Plaines Educational Personnel Association, IEA-NEA*, 41 PERI 13, Case No. 2022-CB-0007-C (IELRB Opinion and Order, June 18, 2024). It is not the Board's practice to allow parties to file briefs in addition to those for which the Rules provide. In *East Maine School District 63*, 13 PERI 1041, Case No. 94-CA-0024-C (IELRB, February 27, 1997), the Board denied a party's motion to file a reply for these reasons. Section 1120.30(c) does not grant Grissom leave to file his reply to CBE's response. The IELRA and the Board's Rules govern its procedures, not the Student Records Act. Even so, the Student Records Act does not allow Grissom to submit his reply to CBE's response. For these reasons, we strike Grissom's reply to CBE's response to exceptions.

B. Grissom's Exceptions

The Executive Director dismissed this charge because there was no evidence of a causal connection between any protected activity on Grissom's part and CBE's decision to suspend and terminate his employment.

Grissom argues in his exceptions that the Executive Director erred in finding that the investigatory facts did not indicate that the complained-of acts were taken by CBE because of, or in retaliation for, the exercise of rights protected by the IELRA. He claims that CBE administrators violated his rights under the Chicago Teachers' Union collective bargaining agreement (Contract) and entered knowingly incomplete and inaccurate records into a CBE database system. All these unethical and possibly illegal actions, says Grissom, undoubtably raise issues as to whether the adverse actions were taken against him because of or in retaliation for the exercise of his rights protected by the Act.

Grissom's charge was dismissed because there was no evidence that he was suspended and terminated because he engaged in protected activity. For a complaint for hear-

ing to issue alleging a violation of Section 14(a)(1), the charging party must at least be able to make some showing that they engaged in protected activity, the employer knew of that activity, and took adverse action against them as a result of their involvement in that activity. *Neponset Community Unit School District No. 307*, 13 PERI 1089, Case No. 96-CA-0028-C (IELRB Opinion and Order, July 1, 1997). Causation is a fact based inquiry and may be inferred from various factors, including: an employer's expressed hostility towards unionization or grievance filing, together with knowledge of the employee's protected activities; proximity in time between the employee's protected activities and the disciplinary action; inconsistencies between the proffered reason for discipline and other actions of the employer; shifting explanations for the discipline or discharge of the employee; and disparate treatment of employees or a pattern of conduct which targets union supporters for adverse employment action. *City of Burbank v. ISLRB*, 128 Ill. 2d 335, 538 N.E.2d 1146 (1989) (citations omitted). CBE took adverse action against Grissom when it suspended and then terminated his employment. His grievance filings occurred after CBE commenced the adverse action, so they would not be the cause of that action. Grissom's writing and filing incident narratives do not amount to protected activity because there is no evidence that it invoked a right under the collective bargaining agreement or that he was acting on the authority of others. Even assuming, arguendo, that Grissom's writing and filing incident narratives were considered protected activity, his claims that CBE violated the Contract and engaged in unethical, and "possibly illegal" conduct do not satisfy the requisite causal connection needed for a complaint to issue.

As to Grissom's assertion that CBE violated his rights under the Contract, the Board dismisses charges solely alleging a breach of a collective bargaining agreement. *Elementary Teachers' Ass'n of West Chicago, IEA-NEA/West Chicago School District 33*, 5 PERI 1091, Case Nos. 86-CA-0061-C, 87-CA-0002-C (IELRB Opinion and Order, May

2, 1989), *aff'd sub nom*, *West Chicago School District 33 v. Illinois Educational Labor Relations Board*, 218 Ill. App. 3d 304, 578 N.E.2d 232 (1st Dist. 1991) (it is not the Board's function to police collective bargaining agreements, or to otherwise allow parties to use the Board's processes to remedy breaches or to enforce terms). Grissom's contention that CBE's actions were unethical and "possibly illegal" likewise fail to raise an issue of fact or law for hearing. Whether CBE has committed violations of a code or statute other than the IELRA is beyond the scope of the Board's authority to address. *George S. Patton School District 133*, 10 PERI 1118, Case No. 1994-CA-0050-C (IELRB Opinion and Order, August 19, 1994).

The bulk of Grissom's exceptions address what he asserts are errors in the investigatory facts section of the EDRDO. Grissom's version of the facts, even if true, would not provide any further indication that CBE took adverse action against him because of his engagement in activity protected by the Act. The result would be the same, his charge would still be dismissed.

Grissom raises nothing in his exceptions to upset the Executive Director's dismissal of his charge.

III. Order

For the reasons discussed above, IT IS HEREBY ORDERED that 1) Grissom's reply to CBE's response to exceptions is stricken; and 2) the Executive Director's Recommended Decision and Order is affirmed.

IV. Right to Appeal

This is a final order of the Illinois Educational Labor Relations Board. Aggrieved parties may seek judicial review of this Order in accordance with the provisions of the Administrative Review Law, except that, pursuant to Section 16(a) of the Act, such review must be taken directly to the Appellate Court of the judicial district in which the

IELRB maintains an office (Chicago or Springfield). Petitions for review of this Order must be filed within 35 days from the date that the Order issued, which is set forth below. 115 ILCS 5/16(a). The IELRB does not have a rule requiring any motion or request for reconsideration.

Decided: **September 17, 2025**
Issued: **September 17, 2025**

/s/ Lara D. Shayne
Lara D. Shayne, Chairman

/s/ Steve Grossman
Steve Grossman, Member

/s/ Chad D. Hays
Chad D. Hays, Member

/s/ Michelle Ishmael
Michelle Ishmael, Member

Illinois Educational Labor Relations Board
160 North LaSalle Street, Suite N-400
Chicago, Illinois 60601
Tel. 312.793.3170
elrb.mail@illinois.gov

STATE OF ILLINOIS
ILLINOIS EDUCATIONAL LABOR RELATIONS BOARD

David Waller Grissom, Jr.,	)	
Charging Party	)	
and	)	Case No. 2025-CA-0037-C
Chicago Board of Education,	)	
Respondent	)	

EXECUTIVE DIRECTOR'S RECOMMENDED DECISION AND ORDER

I. THE UNFAIR LABOR PRACTICE CHARGE

On December 11, 2024, as amended on December 17, 2024, Charging Party, David Waller Grissom, Jr., filed an unfair labor practice charge with the Illinois Educational Labor Relations Board (IELRB or Board) in the above-captioned case, alleging Respondent, Chicago Board of Education, violated Section 14(a) of the Illinois Educational Labor Relations Act (Act), 115 ILCS 5/1, *et seq*. After an investigation conducted in accordance with Section 15 of the Act, the Executive Director issues this dismissal for the reasons set forth below.

II. INVESTIGATORY FACTS

A. Jurisdictional Facts

Chicago Board of Education (CBE) is an educational employer within the meaning of Section 2(a) of the Act and subject to the jurisdiction of the Board. At all times material, Grissom was an educational employee within the meaning of Section 2(b) of the Act, employed by Respondent in the job title or classification of Teacher. Chicago Teachers Union, Local 1, IFT-AFT, AFL-CIO (Union), is a labor organization within the meaning of Section 2(c) of the Act, and the exclusive representative within the meaning of Section 2(d) of the Act, of a bargaining unit comprised of certain of Respondent's employees, including those in the title or classification of Teacher. At all times material, Grissom was a member of the Union's bargaining unit.

B. Facts relevant to the unfair labor practice charge

The CBE hired Grissom in or about 2017, and since then, he has worked at its Christian Fenger Academy High School (December 12, 2017 to December 1, 2018), Emil G. Hirsch Metropolitan High School (August 26, 2019 to December 1, 2019), and most recently, since January 9, 2021, at its John M. Harlan Community High School. During the 2019-2020 school year, Grissom was teaching at Hirsch, where David Narian was both principal and Grissom's supervisor. On or about September 20, 2019, Narian placed Grissom on a performance improvement plan, under which he was to endeavor to refrain from making inappropriate or sexual comments to students, and be professional, respectful, and courteous in his interactions with students.

During the 2021-2022 school year, Grissom was teaching at Harlan, where at that time, Leonard Harris was both principal and Grissom's supervisor. On or about December 3, 2021, Harris placed Grissom on a second level performance improvement plan, under which he was to endeavor to refrain from using disrespectful language towards students, to think and reflect on how to respond in a professional manner to a student who is off task, misbehaving, or being disrespectful, and to use appropriate professional language to de-escalate a situation, instead of making inflammatory remarks.

During the 2023-2024 school year, Grissom was involved in three incidents at Harlan, each of which the CBE investigated. The first incident occurred on November 15, 2023. Grissom asserted he saw a student in his class throw an object at him, and in response, Grissom picked up a nearby stool and raised it as if to throw it at the student, at which point another student left Grissom's classroom to get a security officer. Grissom then put the stool down and walked out of the classroom. After Grissom left the classroom, he apparently went out to the street, where he waved down a Chicago police officer and filed a report against the unknown assailant who threw the object at him. Based on its investigation, the CBE determined there was sufficient evidence to find Grissom in fact picked up the stool from the floor and aimed it at a student, before leaving his classroom unattended.

The second incident occurred on February 20, 2024.[1] Grissom either kicked two students out of his class or would not allow them to enter the classroom, and in the course of the dispute, Grissom either hit or pushed one of the students. During the subsequent investigation, the CBE learned Grissom verbally abused one of the students involved in the incident, making "fat jokes" about him in front of the class, and about another, said he did not belong in a regular school, and needed a mental health assessment, or words to that effect. Based on its investigation, the CBE concluded the evidence indicated Grissom had either hit or pushed one of the students.

The third incident occurred on May 2, 2024. A CBE security officer overheard Grissom call a student a "scarecrow" and another student a "grizzly bear." On May 23, 2024, the CBE removed Grissom from teaching, placing him on paid suspension. During the subsequent investigation, the CBE uncovered evidence indicating Grissom had bullied or verbally abused students, and regularly used profanity and/or inappropriate language in the classroom, calling students names such as "grizzly bear", "stool crusher", "fat-ass", "scarecrow", and "crackhead bitch." On June 7, 2024, when, in the course of the investigation, the CBE interviewed Grissom, he admitted to using such references for students, and later, during the interview, lost his composure, began shouting, and walked out of the interview.

On or about June 13, 2024, the Union, at Grissom's behest, filed a grievance (24-05-166 (gac)) on his behalf, alleging Grissom was a victim of assault and battery by a student in his classroom, no one was at the security post when Grissom sought assistance, and when he reported the incident, Harlan administration took no action to discipline the student. The Union's position was the Harlan principal's failure to appropriately discipline students had led to a work environment which was unsafe for faculty and staff. The CBE later denied the grievance as "vague", asserting on May 29, 2024, the date of the alleged incident cited in the grievance, Grissom was not in the classroom, as he was on suspension. The CBE further contended the date Grissom was referring to was May 21, 2024, there was no allegation or evidence Grissom had been in any way injured, and the CBE had followed its protocols and properly handled the

---

[1]On February 13, 2024, Grissom filed a report at the local police station, regarding an incident which occurred on February 12, 2024, with a student who had approached and talked to him in a threatening manner in his classroom. It is unclear how, if at all, the February 12 incident was related to the February 20 incident.

situation. The Union appealed the CBE's ruling on August 12, 2024, and on November 15, 2024, the CBE denied the appeal. The Union apparently did not thereafter move the grievance to the arbitral step.

On December 12, 2024, as a consequence of the three investigations into Grissom's conduct during the 2023-2024 school year, the CBE conducted a pre-suspension hearing for Grissom. Based thereon, effective December 18, 2024, the CBE suspended Grissom without pay, and thereafter, began the process of dismissing him from its employ.

Grissom contends on five separate occasions between November 2022 and May 2024; Harlan students assaulted him. In each such instance, Grissom asserts he wrote an incident narrative outlining the facts and individuals involved, and promptly emailed each narrative to the Harlan principal, who by that time was Kai Jones, and others whom he was required to notify. However, in each such instance, Jones failed to provide Grissom with a copy of the assault report as required by Section 14.3 of the collective bargaining agreement (CBA) between the Union and the CBE.

III. THE PARTIES' POSITIONS

Herein, Grissom contends the CBE violated the Act in that Jones repeatedly breached the CBA by failing to provide him with copies of the reports in connection with the assaults he was subject to at Harlan. Grissom further contends Jones retaliated against him for writing up the incident narratives in connection with the five assaults he was subject to between November 2022 and May 2024, which directly led to the termination of his employment.[2] The CBE denies it violated the Act, arguing that it treated Grissom no differently than similarly situated employees.

IV. DISCUSSION AND ANALYSIS

To the extent a complainant alleges a breach of a collective bargaining agreement, the agency will dismiss the charge. Elementary Teachers' Ass'n of West Chicago, IEA-NEA/West Chicago School District 33, 5 PERI ¶1091, 1989 WL 1700730 (IL ELRB 1989), *aff'd sub nom*, West Chicago School District 33 v. Illinois Educational Labor Relations Board, 218 Ill. App. 3d 304, 578 N.E.2d 232 (1st Dist. 1991)(it is not the Board's function to police collective bargaining agreements, or to otherwise allow parties to use the

[2]In his charge form, Grissom solely alleged a violation of Section 30, however, as the Act has only 21 sections, clearly, he was not referring to it. The facts presented during investigation related only to a potential violation of Section 14(a)(1), which will be addressed herein.

Board's processes to remedy breaches or to enforce terms). As indicated above, Grissom herein alleges Jones repeatedly breached the CBA by failing to provide him with copies of the reports in connection with the assaults he was subject to at Harlan. As this agency's role is not to attend to breaches of the unit's CBA, Grissom's charge on this basis is insufficient to warrant a complaint for hearing.

Moreover, analyzing Grissom's claim with regard to the elements of a violation under Section 14(a)(1), produces the same result. Under Section 3 of the Act, educational employees are guaranteed the right of self-organization, the right to form, join or assist any labor organization, and the right to bargain collectively through representatives of their own choosing on questions of wages, hours, and other conditions of employment. Section 14(a)(1) of the Act makes it an unfair labor practice for an employer or its agents to interfere with, restrain or coerce educational employees in the exercise of their Section 3 rights.

In order for the Board to issue a complaint for hearing on allegations of a violation of Section 14(a)(1), the charging party, Grissom in this case, must at least be able to make some showing he engaged in protected activity, Respondent knew of that activity, and Respondent took adverse action against him as a result of his involvement in that activity. Neponset Community Unit School District No. 307, 13 PERI ¶1089, 1997 WL 34820232 (IELRB 1997).

Grissom asserts he engaged in protected activity by writing and filing incident narratives outlining the facts and individuals involved in the five assaults he suffered between November 2022 and May 2024. Although he also engaged in protected activity by filing, with the Union's assistance, the June 13, 2024 grievance, as that action occurred after the start of his May 23, 2024 paid suspension, plainly, it could not be the cause of the events prior to the time it was filed. Assuming, without finding, writing and filing the assault incident narratives constitutes protected activity, the CBE was aware both of Grissom's efforts in this regard, and the grievance, as both the narratives and grievance were filed with CBE administrators. The adverse action element is satisfied by the CBE's decision to suspend, and then later, terminate Grissom's employment. His claim nonetheless fails, as the investigatory facts do not indicate the complained-of acts were committed against him because of, or in retaliation for, the exercise of rights protected under the Act. Consequently, he cannot make any showing as to the causation element, and thus, his charge fails to raise an issue of law or fact sufficient to warrant a hearing.

Regarding the causation element, as the Illinois Supreme Court noted in City of Burbank, the existence of such a causal link is a fact based inquiry and may be inferred from various factors, including: an employer's expressed hostility towards unionization or grievance filing, together with knowledge of the employee's protected activities; proximity in time between the employee's protected activities and the disciplinary action; inconsistencies between the proffered reason for discipline and other actions of the employer; shifting explanations for the discipline or discharge of the employee; and disparate treatment of employees or a pattern of conduct which targets union supporters for adverse employment action. City of Burbank v. ISLRB, 128 Ill. 2d 335, 538 N.E.2d 1146, 5 PERI ¶4013 (1989) (citations omitted). The evidence in this matter, however, does not reveal a causal connection between Grissom's protected activity and the adverse action. There is no evidence of hostility by the CBE toward Grissom for writing and filing the assault incident narratives or his involvement with the June 13 grievance, nor were there inconsistencies between the CBE's proffered reasons for seeking to terminate Grissom's employment and its other actions. The CBE's termination of Grissom's employment grew out of the three investigations during the 2023-2024 school year, which twice were occasioned by disputes between Grissom and one or more students, and once when he was overheard by a security officer who reported him for using inappropriate language. Moreover, in the June 7, 2024 investigative interview, Grissom admitted to verbally abusing students, a transgression the CBE had disciplined him for in the 2019-2020 and 2021-2022 school years. Timing does not favor Grissom's claim, as the gap between him writing and filing some of the assault incident narratives is measured in years, and additionally, there is no allegation or evidence of shifting explanations by the CBE for any of its conduct in connection with Grissom. With regard to the disparate treatment factor, the relevant inquiry is whether the CBE treated employees similarly situated to Grissom, in a manner better than he was treated, and herein, there is no evidence in support of his claim. Simply put, there is no evidence the CBE permitted or tolerated allegations of bullying and/or verbal abuse against students by teachers. As Grissom is unable to allege circumstances suggesting a causal relationship between his protected activity and Respondent's complained-of action, his claim fails to raise an issue of law or fact sufficient to warrant a hearing.

V. ORDER

Accordingly, the instant charge is hereby dismissed in its entirety.

VI. EXCEPTIONS

In accordance with Section 1120.30(c) of the Board's Rules and Regulations (Rules), 80 Ill. Admin. Code §§1100-1135, parties may file written exceptions to this Recommended Decision and Order together with briefs in support of those exceptions, not later than 14 days after service hereof. Parties may file responses to exceptions and briefs in support of the responses not later than 14 days after service of the exceptions. Exceptions and responses must be filed, if at all, at ELRB.mail@illinois.gov and with the Board's General Counsel, 160 North LaSalle Street, Suite N-400, Chicago, Illinois 60601-3103. Pursuant to Section 1100.20(e) of the Rules, the exceptions sent to the Board must contain a certificate of service, that is, **"a written statement, signed by the party effecting service, detailing the name of the party served and the date and manner of service."** If any party fails to send a copy of its exceptions to the other party or parties to the case, or fails to include a certificate of service, that party's appeal will not be considered, and that party's appeal rights with the Board will immediately end. See Sections 1100.20 and 1120.30(c) of the Rules, concerning service of exceptions. If no exceptions have been filed within the 14-day period, the parties will be deemed to have waived their exceptions, and unless the Board decides on its own motion to review this matter, this Recommended Decision and Order will become final and binding on the parties.

Issued in Chicago, Illinois, this 30th day of May, 2025.

STATE OF ILLINOIS
EDUCATIONAL LABOR RELATIONS BOARD

Victor E. Blackwell

Victor E. Blackwell
Executive Director