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Grievance Procedure

Definition of Grievance. A grievance is an allegation by an employee or group of employees that there has been a violation of a provision of the negotiated agreement or a policy of the board of education.

Procedural Steps. The procedure for handling grievances is as set forth below.

Step 1 – Oral Notice to Principal. The grievant shall initiate the grievance by present it to his or her principal or immediate supervisor within seven (7) days from the date that the grievant knew or should have known of the incident giving rise to the grievance.

Step 2 – Written Grievance to the Principal. If the grievance is not resolved to the satisfaction of the grievant within five (5) days of the meeting with the principal, the grievant representative may present the grievance in writing to the principal.

The principals shall schedule a meeting within three (3) days of the receipt of the written grievance to discuss the elements of the grievance. The principal shall submit his or her determination in writing to the grievant within five (5) days of the meeting.

Step 3 – Written Appeal to the Superintendent of Schools. If the determination of the principal is not satisfactory to the grievant, the grievant may appeal it to the superintendent of schools or his or her designated representative. Said appeal shall be presented, in writing, to the office of the superintendent of schools within five (5) days of receipt of the principal’s determination.

The superintendent of schools or designee shall hold a formal meeting within seven (7) days of receiving the written appeal. The superintendent of schools or designated representative shall make a written determination regarding the grievance within five (5) days of the date of the meeting.

Step 4 – Appeal to the Board of Education. If the determination of the superintendent of schools is not satisfactory to the grievant, the grievant may appeal it to the board within five (5) days of receipt of the superintendent’s decision. The board shall hear the grievance within thirty (30) days in open or closed session in accordance with

44 the law. The board shall notify the grievant of its decision within five
45 (5) days of hearing the grievance.

46
47 **Written Presentation.** All grievances presented at Step 2 and subsequent
48 steps of the procedure shall set forth in writing all facts giving rise to
49 the grievance, the provision(s) of the Agreement or policy alleged to
50 have been violated, the names of the grievant(s), the names of all
51 witnesses, and the remedy sought by the grievant. All grievances at
52 step 2 and appeals at Step 3 and Step 4 shall be signed and dated
53 by the aggrieved employee. All writing answers submitted by the
54 district shall be signed and dated by the appropriate district
55 representative.

56
57 **Grievance Meetings or Hearings.** All meetings and hearings conducted
58 under this procedure up to and including Step 3 shall be conducted
59 in private and shall include only the administration's representatives,
60 the grievant, the grievant's representatives, and witnesses as
61 necessary.

62
63 **Association Representation.** A grievant shall have the right to have an
64 Association representative present to represent the grievant at each
65 level of the grievance procedure.

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67 **Reprisals.** No reprisals of any kind shall be taken against any employee
68 who uses this grievance procedure in good faith.

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70 **Withdrawal of a Grievance.** A grievant may withdraw his or her
71 grievance at any level of the procedure without fear of reprisal from
72 any party.

73
74 **Advanced Step Filing.** A grievance shall be filed initially at the level at
75 which the decision resulting in the grievance was made.

76
77 **Time Limitations.** Time limitations herein are critical. All references to
78 days are to calendar days. No grievance shall be accepted by the
79 district unless it is submitted or appealed within the time limits set
80 forth in this Agreement. If at any time during the grievance process,
81 it is discovered that the grievance was not filed or appealed in a
82 timely manner, the grievance shall be dismissed. If the grievance is
83 not submitted in a timely manner at Step 1, or Step 2, it shall be
84 deemed to be waived. If the grievance is not appealed to Step 3 in a
85 timely manner, it shall be deemed to have been settled in
86 accordance with the district's Step 2 determination. If the district

87 fails to answer within the time limits set forth in this Agreement, the
88 grievance shall automatically proceed to the next step.

89
90 When the deadline for taking an action falls on a Saturday, a Sunday
91 or legal holiday, the time for taking the action shall be extended to
92 the next working day.

93
94 **Requirement to Grieve.** This grievance procedure is not discretionary
95 and cannot be waived except through the express written consent of
96 the board. No administrator or board member, individually, has the
97 authority to waive the requirements of this procedure. Any grievance
98 covered by this procedure but not raised pursuant to the
99 requirements herein, including any grievance abandoned, will be
100 forfeited.

101
102 **Bad Faith or Serial Filings.** The purpose of the grievance procedure is to
103 resolve complaints and grievances regarding covered matters at the
104 lowest level possible within the chain of command. Grievances filed
105 without any intention to attempt to resolve the issues raised; for the
106 purpose of adding administrative burden, or for purposes
107 inconsistent with the professional obligations of district staff
108 members may be dismissed by the superintendent without providing
109 final resolution other than noting the dismissal on a basis in this
110 section.

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114 Adopted on: September 11, 2007

115 Revised on: July 10, 2018

116 Reviewed on: July 10, 2012; December 8, 2015; July 10, 2018