

## **PERSONNEL**

### **Grievances**

Problems should be resolved whenever possible before the filing of a grievance, and the Board further encourages open communication between administrators and teachers so that resort to the formal grievance procedure will not normally be necessary. The Board also encourages the informal resolution of disputes or complaints whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate methods of conflict resolution. The purpose of this procedure is to promote a prompt and efficient procedure for the investigation and resolution of grievances.

### **Effect of Resort to Other Procedures**

If prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance procedure is in progress, the grievant seeks resolution of the dispute in any other forum, whether administrative or judicial, the Board or its designees shall be freed from the obligation to entertain or proceed further with resolution of the dispute pursuant to this grievance procedure. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the Administration's response and recommendation shall not be an act or omission giving rise to a grievance under this procedure.

#### **1. Definitions of Terms**

Definitions as used herein:

**Grievance:** The term "grievance" shall, except as otherwise limited herein, mean a dispute concerning the interpretation and application of any term or condition of employment maintained by the District to the extent the same affects the employment of a teacher and provided said dispute has been properly documented on the Grievance Forms and presented.

**Grievant:** The term "grievant" shall mean a teacher who has filed a grievance in accordance with all terms of this procedure.

#### **2. Representation of Unit Members**

The teacher association shall have the right to represent any Unit Member in grievances filed hereunder, provided Unit Members may represent themselves or be represented by legal council at their own expense.

#### **3. Resolution of Grievances Can Not Violate the Negotiated Agreement**

No resolution of a grievance shall be in any way inconsistent with the terms of the Agreement between the Board and the Education Association.

#### 4. Appearances of a Teacher in the Grievance Procedure

When a teacher participates in a grievance conference, meeting, or hearing, that teacher's salary and fringe benefits shall neither be reduced or increased for time spent in those activities. Prior to participation in any grievance conference, meeting, or hearing, the teacher shall make arrangements acceptable to the Principal for the performance of the teacher's duties and responsibilities. Time spent in such activities outside normal working hours shall not be considered to be time worked.

#### 5. Grievance Forms

All grievances and requests for review must be submitted within the time limits specified on forms as contained in Appendix C to this procedure, and shall be signed by the grievant. The Board may refuse consideration of any grievance not filed in accordance with this procedure.

Step 1: All grievances shall be filed with the Superintendent and the appropriate Principal within thirty (30) calendar days following the act or omission giving rise thereto, or the date on which the grievant knew or reasonably should have known of the grievance shall be delayed for a period of up to seven (7) calendar days during which period efforts to informally resolve the grievance shall be made. Upon written request by the grievant or any Administrators involved in the effort to informally resolve the grievance, additional fourteen (14) calendar day extensions will be granted unless to do so would in the opinion of the Superintendent or his/her designee, impede resolution of the grievance. Upon request the Principal or Superintendent shall, during such delay and postponement period(s), arrange an informal conference between the appropriate administrator(s) and the grievant. If the delay or postponement period, or any extension thereof, expires without the grievance being informally resolved to the grievant's satisfaction, the Principal or his/her designee shall conduct a Step 1 meeting with the grievant, and the grievant's designated representative, if any, no sooner than seven (7) calendar days and no later than fourteen (14) calendar days following either: 1) receipt of the completed Grievance Form where no extension is granted or 2) expiration of the extension period.

At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance. The Principal or his/her designee

shall issue a written decision, stating the reasons therefore, within 21 calendar days following the conclusion of the meeting. In the event that the decision at Step 1 refers to documents, copies of such documents shall be attached to the decision.

Step 2: If the grievance is not resolved at Step 1, the grievant may appeal the grievance to the Superintendent or his/her official designee within ten (10) days of receipt of the answer in Step 1. The Superintendent shall arrange for a hearing with the grievant to take place within five (5) days of his receipt of the letter. Each party shall have the right to include in his/her representation such witnesses deemed

necessary to develop the facts pertinent to the grievance. The Superintendent will have ten (10) days from the date of the hearing to provide the grievant his/her written decision.

6. Board of Education Review

If the grievance is not satisfactorily resolved at Step 2, the grievant may file a written request for review, with the Board or its designee, within seven (7) calendar days following receipt of the Step 2 decision. The Board or its designee, and the grievant and/or his/her representative, shall schedule a conference no sooner than fourteen (14) calendar days, and no later than thirty (30) calendar days, following receipt of the request for review. The Board or its designee shall issue a written decision stating the reasons therefore within thirty (30) calendar days following the conclusion of the review conference.

7. Miscellaneous Provisions of the Grievance Procedure

The following miscellaneous provisions apply to the Grievance Procedure:

- A. Extension of Time Limits: All time limits contained in this article may be extended by mutual agreement of the parties; except that the time limits for the initial filing of the grievance may be extended only by written agreement between the Superintendent or his/her designee and the grievant.
- B. Notification: All grievances, requests for review, notices, and decisions shall be transmitted in person or by certified or registered mail, restricted delivery, return receipt requested. In the event of questions as to the timeliness of any grievance, request for review, notice, or decision, the date of receipt shall be determinative. In the event that an action falls due on a Saturday, Sunday, or holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.
- C. Informal Grievance Resolution Does Not Constitute Precedent: No complaint informally resolved, or grievance resolved at Step 1, shall constitute a precedent for any purpose.
- D. Pending Grievance Shall Not Inhibit Board Action: The filing or pending of any grievance under this article shall not operate to impede, preclude, or delay the Board or its designees from taking the action complained of.

Date of Adoption: December 8, 2003  
Last Revision: December 8, 2003  
Last Review: November 10, 2003

Legal Reference:

\_\_\_\_\_