

1. Develop plan for expenditures when additional funds become available to the school site.
2. Develop schedules for activities within the school day.

ARTICLE VII Grievance Procedure

- A. The purpose of this grievance procedure is to provide, at the lowest administrative level, a means by which a grievance may be resolved in an equitable, efficient manner in an atmosphere of courtesy and cooperation.
- B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual consent. All time limits shall consist of working days. Upon mutual agreement between the board and the association, these time limits may be extended.
- C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall be treated as confidential material. These materials shall not be reviewed for decisions regarding reemployment, promotion, assignment, or transfer. Both parties agree that no adverse actions shall be taken against the grievant(s) or participants in the grievance process because of the use of this procedure.
- D. Grievance hearings and meetings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When mutually scheduled hearings are held during the duty day, persons required to participate in the hearing shall be excused without loss of pay or other benefits.
- E. The aggrieved party shall be present at all meetings and hearings and may be represented at all meetings and hearings at all steps of the grievance procedure by an association representative.
- F. Definitions
 1. Grievance – A claim by a member or members of the bargaining unit that there has been a violation, misinterpretation, or misapplication of an express provision of this agreement.
 2. Grievant – A grievant is a district employee or group of employees in the bargaining unit covered by this agreement who is filing a grievance. The Association may file a grievance alleging that a right of the association has been violated.
 3. Parties in Interest – The person or persons making the claim, any person or persons assisting the claimant, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
 4. Immediate Administrator – An immediate administrator is the administrator having the first line jurisdiction over the employee who is filing the grievance.
- G. Grievance Resolution – Grievances will be processed in accordance with the following steps:

Step 1.a. Informal Level: Before filing a formal written grievance, the grievant shall identify the grievance and attempt to resolve it by an informal conference with his/her supervisor within the first ten (10) days of the twenty (20) days of Step 1.b.

Step 1.b. Any grievant who knew or reasonably should have known of the circumstances, which formed the basis for the grievance shall present the grievance in writing to the immediate administrator within twenty (20) days. Failure to do so will render the grievance null and void. The written information shall include:

- a. Description of the specific grounds of the grievance, including name, dates, and places necessary for complete understanding of the grievance.
- b. The date Step 1.a. was held.
- c. A listing of the provisions of this agreement, which are alleged to have been violated, misapplied, or misinterpreted.
- d. A listing of the specific action requested of the district, which will remedy the grievance.

The immediate administrator or his/her designee shall meet with the grievant within five (5) days. The disposition of the grievance shall be indicated in writing within five (5) days of the meeting with copies to the grievant and the association.

Step 2. If the aggrieved party is not satisfied with the disposition at Step 1, the aggrieved party shall send a written copy of the grievance to the superintendent within ten (10) days, with a copy also sent to the immediate supervisor or his/her designee. The superintendent or his/her designee shall meet with the grievant or his/her designee within five (5) days. The disposition of the grievance shall be indicated in writing within five (5) days of the meeting, with copies furnished to the aggrieved party and the Association.

Step 3.a Mediation: If a grievance is not resolved within ten (10) days after the decision is rendered at Step 2, the grievant may request that the Association submit the grievance to mediation. The Association, by written request to the superintendent and within five (5) days after receipt of the request from the grievant, will request that the District contact the California State Mediation/Conciliation Service and request that a mediator be appointed at no charge to either party. The District will make the request to the Mediation/ Conciliation Services within five (5) days of the request by the Association. The parties shall attempt to reduce outstanding issues, and if possible, settle the dispute. The mediator shall not have the power or authority to render a decision on the issue(s) or impose a settlement on the parties.

The opinions and conclusions of the mediator are to be given serious consideration as an acceptable resolution to the dispute, but they may be rejected by either party. The reasons stated are not subject to challenge.

Step 3.b. If mediation does not satisfactorily resolve the grievance, within ten (10) days after the last mediation session, the grievant may request that the Association submit the grievance to arbitration. The Association, by written request to the superintendent and within five (5) days after receipt of the request from the grievant, may submit the grievance to arbitration.

By mutual agreement between the parties, individual cases with similar facts may be combined before a single arbitrator. The arbitrator shall be selected by the two parties within five (5) days after such notice is given. If the two parties fail to reach agreement on the choice of an arbitrator within three (3) days, the American Arbitration Association will be requested to supply a list of five names. Each party will alternately strike from the list until only one name remains. The order of striking will be determined by flip of the coin. By mutual agreement between the parties expedited arbitration procedures may be used. The rules of the American Arbitration Association then in force shall be utilized by the parties in the conduct of the hearing.

It shall be the function of the arbitrator to make an award to resolve the grievance. The arbitrator shall be subject to the following limitations:

- a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
- b. The arbitrator shall have no power to establish the structure of the salary schedule.

The fees and expenses of the arbitrator shall be paid by the losing party, Association or District, as determined by the arbitrator. All other expenses shall be borne by the parties incurring them and neither party shall be responsible for the expenses of the witnesses called by the other.

Either party may request a certified court reporter to record the entire arbitration hearing. The cost of service and the expense of such report shall be paid by the party requesting reporting or shared by the parties if both mutually agree.

If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing, to all parties his/her findings as an award which shall be final and binding.

ARTICLE VIII

Organizational Security

If required by the Association, the following provisions shall apply toward employees in the bargaining unit:

- A. Any employee who is a member of the HLPTA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. The above amounts shall be established by the Association annually prior to the beginning of each school year. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the