

## **DGAA: Teacher Grievance Procedure**

The purpose of this policy is to provide a step-by-step grievance procedure that guarantees teachers the right to administrative due process to assure fairness and equity. No teacher or administrator shall discriminate against, coerce, or interfere with any teacher, administrator, witness, or representative, for their involvement in the presentation or adjudication of any grievance.

No action taken under this procedure shall in any way be construed as forfeiting the right to seek redress through the courts.

If any provision of this procedure is, or at any time becomes, contrary to law, then such provision shall not be applicable or enforced, except to the extent permitted by law.

This Policy does not apply to grievances for which specific resolution procedures have been established under other policies or regulations, including, but not limited to, patron complaints, complaints about personnel, complaints about instructional material, and complaints about unlawful harassment or discrimination. Anonymous grievances that are not signed provide no avenue for response or redress of the grievance.

### **Definitions**

1. *Grievance* is an allegation by a teacher that they have been subject to a personal loss, injury, or inconvenience because of a violation, misinterpretation, or misapplication of a specific article, section, or paragraph of the negotiated agreement or teacher's individual contract.
2. *Day* as used herein shall be considered a school day.

### **Time Limit**

A grievance must be initiated within 30 days after the teacher knew or should have known about the violation, misinterpretation, or misapplication of the term or condition which gave rise to the grievance. Failure to timely present the grievance in writing shall be deemed a waiver of the grievance.

### **Conditions**

Failure of the teacher to meet any of the deadlines contained in this procedure shall terminate the grievance. Failure of a school supervisor/administrator or designee to respond to a grievance within specified deadlines shall be deemed a denial of the grievance and shall allow the teacher to advance the grievance to the next step.

### **Procedure**

Meetings held under this procedure shall generally be conducted on at a place that will afford a fair and reasonable opportunity for all proper persons to be present.

Each step in this procedure is intended to consider a grievance and is to be a separate review of the facts. Each official who is presented the grievance shall issue a decision.

- **Informal Process:** The Board encourages the resolution of grievances at the lowest level of administrative authority possible. Therefore, a teacher with a grievance shall first

discuss it with his/her immediate supervisor or designee. However, should the informal process fail to satisfy the teacher, then a grievance may go through the formal process.

- **Formal Process:** A teacher may be accompanied by a representative of their choosing at any step in this process. The teacher filing the grievance must be present at each step in the process.
  1. The teacher who is filing the grievance shall prepare a written statement containing their name, address, and telephone number; school building, address, telephone number, and name of principal; the specific contract provision or term/condition of employment being grieved and why; and the requested remedy. The written grievance must be signed and dated by the grievant.
  2. A teacher must present the written grievance to his/her immediate supervisor or designee by the deadline contained in the "Time Limit" section of this procedure. The supervisor or designee shall make every effort to resolve the grievance and shall, within 10 days of the filing of the grievance, render a written answer on the grievance.
  3. If no agreement is reached, or the time limit outlined above elapses without answer, the aggrieved teacher may present the written grievance to the Superintendent or designee. This step must be initiated within 4 days of the supervisor or designee's written decision, or within 14 days of the filing of the grievance in the event the supervisor or designee fails to provide a written answer. The Superintendent or designee shall either refer the grievance to a designated representative or shall personally work with the aggrieved to seek an equitable solution within 10 days. A written response shall be made to the grievant within the same 10 days. The superintendent's or designee's decision is final, subject to court review if the teacher files suit.