4013
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, a policy of the board of education, or employee handbook.

Requirement to Grieve. This grievance procdedure is not discretionary and cannot be waived except through the express written consent of the board. No administrator or board member, individually, has the authority to waive thie requirements of this procedure. Any grievance covered by this procedure but not raised pursuant to the requirements herein, including any grievance abandonded, will be forefited.

Informal Resolution. An employee and the employee's supervisor should try to resolve problems through free and infomal communication. Nothing herein shall be construed as limiting the right of any employee to discuss his or her grievance informally with his or her immediate supervisor and to have the grievance resolved informally.

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

Step 1 - Written Grievance to the Principal/Supervisor. The grievant shall present the grievance to their principal/supervisor in writing within ten (10) contract days from the date that the grievant knew or should have known of the incident giving rise to the grievance. The principal shall schedule a meeting within seven (7) contract days of receipt of the written grievance to discuss the elements of the grievance. The principal shall submit their determination in writing to the grievant within seven (7) contract days of the meeting.

Step 2 - 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 their designated representative. Said appeal shall be presented, in writing, to the office of the superintendent of schools within seven (7) contract days of receipt of the principal's determination. The superintendent of schools or a designee shall hold a formal meeting within seven (7) contract days of receiving the written appeal. The superintendent of schools or a designated representative shall make a written determination regarding the grievance within seven (7) contract days of the date of the meeting.

Step 3 - 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 seven (7) contract days of receipt of the superintendent's decision. The board shall hear the grievance within thirty (30) calendar days in open or closed session in accordance with the law. The board shall notify the grievant of its decision within seven (7) contract days of hearing the grievance.

Written Presentation. All grievances presented at Step 1 and subsequent steps of the procedure shall set forth in writing all facts giving rise to the grievance, the provision(s) of the Agreement or policy alleged to have been violated, the names of the grievant(s), the names of all witnesses, and the remedy sought by the grievant. All grievances at Step 1 and appeals at Step 2 and Step 3 shall

be signed and dated by the aggrieved employee. All written answers submitted by the district shall be signed and dated by the appropriate district representative.

Grievance Meetings or Hearings. All meetings and hearings conducted under this procedure up to and including Step 2 shall be conducted in private and shall include only the administration's representatives, the grievant, the grievant's representatives, and witnesses as necessary.

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

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

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

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

Time Limitations. Time limitations herein are critical. No grievance shall be accepted by the district unless it is submitted or appealed within the time limits set forth under this policy. If at any time during the grievance process, it is discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not submitted in a timely manner at Step 1 it shall be deemed to be waived. If the grievance is not appealed to Step 2 in a timely manner, it shall be deemed to have been settled in accordance with the district's Step 1 determination. If the grievance is not appealed to Step 3 in a timely manner, it shall be deemed to have been settled in accordance with the district's Step 2 determination. If the district fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step.

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

Adopted on: August 14, 2018
Revised on: _____
Reviewed on: January 12, 2026