

3340 GRIEVANCE

The Board of Education shall develop and practice reasonable and effective means for the resolution of disputes that may arise in the employment of teaching staff members not covered by the terms of a Collective Negotiations Agreement. Grievances brought by staff members covered by the terms of a Collective Negotiations Agreement shall be governed by that Agreement rather than by this policy.

The Board of Education directs that any grievance not provided for by negotiated agreement be resolved by submission to the following grievance procedure, which is designed to promote proper and equitable settlement of grievances at the lowest appropriate level and to facilitate an orderly process for the resolution of grievances.

For the purposes of this policy, "grievance" means an unresolved problem concerning the application or interpretation by an officer or employee of this district of law, regulations of the State Board of Education, the bylaws or policies of the Board, or the administrative regulations of the Superintendent; "grievant" is a district employee who alleges a grievance or the employee's representative; "party" means the grievant or any person named in the grievance as allegedly having violated a law, bylaw, policy, or regulation; and "day" means a school day.

If the same or substantially the same alleged grievance is made by more than one employee, a single grievant may process the grievance through the grievance procedure on behalf of all grievants. The names of all the grievants will appear on all documents related to the settlement of the grievance.

A grievant may be represented or accompanied at any time by a person whom the grievant chooses.

A grievant may use personal leave time when it becomes necessary to process a grievance during school hours. A grievance that arises late in the school term will be submitted to an expedited process in order that the grievance may be resolved as soon after the school term as possible. There will be no reprisal of any kind taken against any employee or employee's representative for participation in a grievance.

All documents, communications, and records regarding the processing of a grievance will be filed in a separate grievance

file and will not be kept in the personnel file of any of the participants of the grievance.

Any alleged grievance should, at the first instance, be discussed in one or more private, informal conferences between the parties involved or between the grievant and his/her immediate supervisor. A grievance not resolved in one or more such private meetings may be processed in accordance with the following procedure.

Level One

Within twenty (20) working days of the occurrence of the act or omission being grieved, the grievant must present his/her grievance in writing to the grievant's immediate supervisor. The written document will be a clear, concise statement of the grievance and will include the law, rule, policy, or regulation that the grievant alleges to have been violated; the factual circumstances on which the grievance is based; the person or persons involved; the decision, if any, rendered at the private conference; and the remedy sought.

Within ten (10) school days the supervisor shall present a decision to the grievant in writing. If the supervisor does not respond during the time permitted, the grievant may appeal to the next level.

Level Two

A grievant not satisfied with a decision at Level One may appeal that decision in writing to the Superintendent within five (5) school days after receipt of the decision or the expiration of the time during which the decision must be rendered. The written appeal will include a copy of the original grievance; the decision rendered, if any; the name of the grievant's representative, if any; and a clear, concise statement of the reasons for the appeal of the decision.

The Superintendent shall present a decision to the grievant within ten (10) school days. If no decision is rendered within that time limit, the grievant may appeal to the next level.

Level Three

A grievant not satisfied with a decision at Level Two may appeal that decision in writing to the Board of Education within ten (10) school days after receipt of the decision or the expiration of the time during which the decision must be rendered. The written appeal to the Board of Education will include copies of the original grievance, the appeal of that grievance at Level Two, and the decision, if any, rendered at Level Two. The Board of Education may, in its discretion, grant a hearing to the grievant, which hearing, if granted, shall be held within twenty (20) school days of receipt of the appeal. Any hearing shall be held in closed session.

Within thirty (30) working days of the receipt of the appeal, or within twenty (20) days of the appeal hearing, the Board of Education shall submit a written decision to the grievant.

The decision of the Board of Education shall be final.

Adopted: