

Certificated Staff Grievance Procedure

A. PURPOSE

The purpose of this procedure is to secure equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. GUIDELINES

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall constitute the maximum and every effort will be made to expedite the process. Time limits herein designed may be extended by mutual agreement between the individual grievant(s) and the superintendent.
2. The time limits provided in this procedure shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, all parties will try to process such grievance prior to the end of school or as soon thereafter as possible.
3. Any grievance not commenced under the provisions herein stipulated within twenty (20) school days after the grievant knew of the conditions upon which such grievance is based shall be null and void.
4. If a grievant fails to appeal a decision at any level within the prescribed time limits, he/she shall be deemed to have waived his/her right to further processing of that grievance. Such time limits shall be five (5) days after the conclusion of the preceding step.
5. If the administration, at any level, fails to respond within the prescribed time limits, the grievance may be advanced to the next step of the procedure.
6. Problems connected with evaluation, probation, and discharge procedures do not qualify for this grievance procedure. Provisions are provided in Idaho Code 33-513, 33-515, 33-516, for hearings and appeals, including legal representation, for certificated personnel who feel that their rights in relation to employment have been violated.
7. All documents, communications, and records dealing with the processing of a grievance shall be filed in duplicate as follows:
 - a. One with aggrieved person.
 - b. One with the clerk of the board.
 - c. No record of the grievance shall be placed in the personnel files of the parties to the grievance.

8. No reprisals of any kind will be taken by the school board or the school administration against any certificated personnel because of his/her participation in his grievance procedure.
9. A written grievance shall meet the following specifications:
 - a. It shall be specific.
 - b. It shall contain a synopsis of the facts giving rise to the violation or misinterpretation.
 - c. It shall contain the specific issue or section of the contract or policy, which has allegedly been violated.
 - d. It shall state the relief requested.
 - e. It shall contain the date of the alleged violation.
 - f. It shall be signed by the grievant.

C. **DEFINITIONS**

Grievance: A “grievance” shall mean a claim by an “aggrieved person or persons” that there has been a violation or misapplication of any of the provisions of the negotiated contract or written school board policy.

Aggrieved person: An “aggrieved person” is a member or members of the certificated personnel as defined by the negotiations agreement.

Party of interest: A “party of interest” is an employee who might be required to take action or against whom action might be taken in order to resolve a grievance.

Day: A “day” as used in the grievance procedure means any day school is in session within the regular school year as shown on the official school calendar. If the grievance extends beyond the regular school year, a “day” means any day, Monday through Friday, exclusive of holidays.

D. **PROCEDURE**

Level one: The District and the BGVEA recognize and acknowledge that it is most desirable for the certificated personnel and his/her appropriate administrator to resolve problems through free and informal communications. Within twenty (20) days following knowledge of the act or condition which is the basis of the complaint, the employee may present his/her complaint to his/her principal or appropriate administrator in accordance with the provisions of level two of this procedure.

Level two: If the grievant is not satisfied with the disposition of his/her grievance at level one, he/she may submit it to his principal or appropriate administrator in writing within ten (10) days of receipt. The administrator shall arrange for a meeting to take place within three (3) days following personal receipt of the grievance. The administrator shall provide the grievant with a written answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Level three: If the grievant is not satisfied with the disposition of his/her grievance at level two, then within three (3) days the grievance may be referred to the Superintendent or designee. Within five (5) days of his/her receipt of the period of time with the grievant, who has the right to be accompanied by an advocate. The parties of interest shall have the right to include in the representation such witnesses as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or designee will have five (5) days to provide written decision, together with the reasons for the decision, to the grievant.

Level four: If the grievant is not satisfied with the disposition of his/her grievance at level three, then within five (5) days from the receipt of the superintendent's written response (or the date the superintendent last had to respond if no written response was received) the grievant may submit a written request for a review of the grievance by a hearing panel. The district clerk will then see that members of the board of trustees are informed. Within ten (10) days after the request has been received by the clerk, the board of trustees shall convene a panel consisting of three (3) persons; one (1) designated by the board, one (1) designated by the grievant, and one (1) agreed upon by the two appointed members for the purpose of reviewing the appeal. Within ten (10) days following the completion of the review, the panel shall submit its decision in writing to the grievant, the superintendent, and the board of trustees.

Level five: The panel's decision shall be the final and conclusive resolution of the grievance unless the board of trustees overturns the panel's decision by resolution at the board of trustees' next regularly scheduled public meeting or unless within forty-two (42) calendar days of the filing of the board's decision, either party appeals to the district court in the county where the school district is located. Upon appeal of a decision of the board of trustees, the district court may affirm or set aside and remand the matter to the board of trustees upon the following grounds, and shall not set the same aside (reject) on any other grounds:

- A. That the findings of fact are not based on any substantial competent evidence
- B. That the board of trustees has acted without jurisdiction or in excess of its powers
- C. That the findings by the board of trustees as a matter of law do not support the decision

Legal source:	<u>Idaho Code</u> 33-513	"Professional personnel."
	<u>Idaho Code</u> 33-515	"Issuance of renewable contracts."
	<u>Idaho Code</u> 33-516	"Right to renewable contract when district is divided consolidated or reorganized."
	<u>Idaho Code</u> 33-517	"Noncertificated personnel."

Adopted: September 26, 1996
Reviewed: August 30, 2006
Revised: Negotiations, May 2007