

Certificated Staff Grievances Procedure

1. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to claim(s) arising from a violation, misapplication, or misinterpretation of school board policies, administrative directives, and the Idaho State Code of Ethics, and to establish an orderly succession of procedures wherein these solutions may be pursued. No employees, including probationary employees, may use the grievance procedure in any way to appeal:

- a. A suspension or termination of employment;
- b. A non-renewal of a contract and/or a non-reappointment;
- c. The professional judgments and conclusions of the supervisor in conducting a performance evaluation; and/or
- d. The procedures and decisions made pursuant to this Policy.

2. DEFINITION

- 2.1 A "grievant" may be an employee, group of employees, or the Association.
- 2.2 A grievance shall mean a complaint by an employee or the Association that there has been a violation, misinterpretation, or a misapplication of district policy or any provision of the Negotiated Agreement excluding discrimination or harassment prohibited by and addressed in Policy 7435.
- 2.3 The term "days" when used in this procedure shall mean working school days.
- 2.4 A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

3. PROCEDURE

- 3.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the parties involved.
- 3.2 The Grievant may request a representative of the Association to be present at all proceedings required to process the grievance after the "statement of grievance" has been filed.
- 3.3 When grievance hearings are scheduled during regular school hours, the grievant and, if requested, a representative of the Association shall be released from the regular assignments without loss of pay or payroll benefits.
- 3.4 At the request of the grievant where a "statement of grievance" has been filed with the district, the district shall forward to the Association President or designee a copy of the "statement of grievance" within five (5) days after receiving it.

- 3.5 The district shall notify the Association President or designee of all resolution or dispositions of grievances filed with the district.
- 3.6 Grievances where the Association is not a party to the proceedings at the request of a grievant, the Association retains the right to file a grievance on the same issue starting at Level Three.

4. INITIATION AND PROCESSING

4.1 Level One-Informal Conference

- 4.1.1 The parties in interest agree that it is usually most desirable for the grievant and his/her immediate administrator to resolve problems through free and informal communications. Every effort will be made to resolve the grievance in an informal manner.
- 4.1.2 Within eight (8) days of the time a grievant becomes aware that a grievance has occurred, the grievant will present the grievance to his/her immediate administrator during a time when he/she is not responsible for student supervision with the objective of resolving the matter informally.
- 4.1.3 Within four (4) days after receipt of the grievance, the immediate administrator shall give his/her answer orally to the grievant along with a summary of the conversation in writing held between the two parties.

4.2 Level Two-Filing a Written Grievance

- 4.2.1 Within four (4) days after the informal conference described in level One, if no satisfactory disposition is made, the employee may file a written grievance with the supervisor. The written grievance shall set forth specifically the event(s) upon which the grievance is based, citing the Policy and/or Directive alleged to be violated, the date the alleged infraction took place, and grounds upon which the grievance is made. The employee must sign and date the grievance.
- 4.2.2 Within four (4) days after receiving the written grievance, the administrator shall schedule another meeting with the employee.
- 4.2.3 The parties in interest shall be present for the meeting and shall have the right to include in any presentation such witnesses as they deem necessary to develop the facts pertinent to the grievance.
- 4.2.4 The administrator shall provide the grievant with a written answer to the grievance within eight (8) days after the meeting. Such answer shall include the reason upon which the decision is based.

4.3 Level Three-Review by Superintendent

- 4.3.1 If the grievant or the Association is dissatisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within eight (8) days after the presentation of the grievance, the grievant may file the "Statement of Grievance" with the Superintendent or his official designee, with copies sent to the grievant's immediate administrator.
- 4.3.2 The Superintendent or his designee shall arrange for a hearing with the grievant within four (4) days of receipt of the grievance.

- 4.3.3 The parties in interest shall have the right to include in the presentation such witnesses as they deem necessary to develop the facts pertinent to the grievance.
- 4.3.4 Upon conclusion of the hearing, the Superintendent or his designee will have eight (8) days to provide a written decision, together with the reasons for the decision, to the grievant.

4.4 Level Four-Appeal to the Board

- 4.4.1 If the grievant or the Association is not satisfied with the decision rendered at Level Three, or if no decision has been made within eight (8) days after the meeting at Level Three, the grievant may request a review of the grievance by a hearing panel. Within twelve (12) working days of an appeal, the board of trustees shall convene a panel consisting of three (3) persons; one (1) designated by the board of trustees, one (1) designated by the employee, and one (1) agreed upon by the two (2) appointed members for the purpose of reviewing the appeal. Within eight (8) working days following completion of the review, the panel shall submit its decision in writing to the employee, the superintendent, the association, and the board of trustees. The panel's decision shall be the final resolution of the grievance unless the board of trustees overturns the panel's decision at the next regular public meeting of the board of trustees.
- 4.4.2 The parties in interest shall have the right to include in the presentation such witnesses as they deem necessary to develop the facts pertinent to the grievance.
- 4.4.3 The costs for the services of the hearing panel, including per diem expenses, shall be paid for as follows: School District Number 52 shall pay for the expenses of the panel member they appoint, the Association shall pay for the expenses of the panel member they appoint, and the expenses of the third member of the panel shall be shared equally by the School District and the Association.

5. SUPPLEMENTAL PROVISIONS

- 5.1 The failure of a grievant to proceed from one level of the grievance procedure to the next level within the time limits as set forth herein, shall be deemed to be an acceptance of the decision previously rendered and concerning the particular grievance except as provided in paragraph 3.6.
- 5.2 The failure of an administrator to communicate his decision to the party within the specified time limit shall permit the party to proceed to the next level in the grievance procedure.
- 5.3 Neither the Board nor any member of the administration shall take reprisals affecting the employment status of any party in interest.
- 5.4 Any party in interest agrees to furnish to all parties in interest the information necessary to process any grievance thus providing full disclosure to all parties involved.
- 5.5 All documents, communications and records dealing with grievances shall be filed in a separate grievance file at the District Office and will not be kept in the district personnel file of any of the participants.
- 5.6 Utilization of this Grievance Procedure is not intended to deprive an individual of seeking redress through the courts, if they so desire.
- 5.7 The provisions of the Uniform Arbitration Act (Chapter 9 Title 7, Idaho Code) apply to this agreement.

- 5.8 When the grievant is an employee who reports directly to the Superintendent, the grievance shall be filed with the Board Chair. The Chair should request appropriate District personnel to begin the investigation/resolution process set forth in Section Four (4).
- 5.9 When the accused is the Superintendent, the grievant shall file the complaint in writing with the Board Chair, who shall take prompt action as specified below:
- 5.9.1 First, the Chair shall notify the accused of the complaint.
- 5.9.2 Second, the Chair shall notify the Board of the complaint. The Board shall determine if the complaint appears to merit formal investigation.
- 5.9.3 If the Board deems the complaint to merit formal investigation, the Board shall set the parameters for the investigation. The investigation should seek the accused/employee's response as well as the statements of the grievant and witnesses.
- 5.9.4 If a preliminary investigation is begun, the written complaint and documents relating to the investigation are confidential until the investigation is either concluded or ceases to be active.
- 5.9.5 To conduct the investigation, the Board may consider:
- A. Retaining outside special counsel (which should be an attorney or law firm that is not currently retained by the Board and has not handled any matters for or against the Board within the past five years);
 - B. Requesting the personnel-investigation department of another Idaho school district to conduct the inquiry;
 - C. Contracting the DOE Office of Inspector General; or
 - D. If applicable, referring the matter to the State Attorney's Office, the Commission on Ethics, or other applicable state agency.
- 5.9.6 The Board and the employee should receive the final investigative report at the same time.
- 5.9.7 Upon receiving the report, the Board shall determine whether any action is required. The accused/employee and/or the employee's representative shall have a right to address the Board at the meeting where the decision will be made.
- 5.9.8 Consistent with the employment contract, if informal action such as a reprimand is deemed necessary, such action may be reflected in the employee's evaluation and personnel file. In accordance with the employment contract, if formal action such as demotion, suspension, or termination is deemed necessary, the employee shall receive appropriate notice and opportunity for a hearing.

Policy History:

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