

TENTATIVE AGREEMENT

704 GRIEVANCE PROCEDURE

I. Definitions


- A. A "grievant" shall mean a teacher, group of teachers, or the Association filing a grievance.
- B. A "grievance" shall mean a claim by a grievant that dispute or disagreement exists involving interpretation or application of the terms of this Agreement. A grievance occurs after an informal meeting between the employee and his/her supervisor.
- C. "Days" shall mean teacher workdays, except as otherwise indicated. ~~Unless otherwise mutually agreed, grievance timelines will be suspended outside of the teacher contract year.~~ **The parties may continue with specific grievance proceedings outside of the teacher contract days, should all parties agree and are available.**

II. Time Limits


- A. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
- B. Failure at any step in this procedure to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of the procedure.
- C. Any grievance not advanced from one (1) step to the next within the time limits of that step shall be deemed resolved by the answer at the previous step.

III. Appearance and Representation

- A. The District and the Association will cooperate in the investigation of any grievance. The following procedures will also apply through the grievance proceedings.
 - 1. The District and Association agree to share any factual information relevant to the case at issue within a reasonable timeframe that will assist each party in the understanding and development of their respective positions. Examples of this type of factual information may include but are not limited to:
 - a. If the selection of applicants in a transfer situation is an issue, the District would provide information regarding the endorsements/degrees/experience and length of service of the applicants for the position as requested by the authorized Association representative.
 - b. If IEP requirements of students in a classroom are an issue, the District would provide relevant information as requested by the authorized Association representative.


Ivory McDaniel-Ilgenfritz Date
District Chief Spokesperson

5.9.22


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It is understood between the parties that the factual information will be provided within the legal and ethical constraints of confidentiality.


It is understood that the Association will likewise provide any relevant factual information in possession of the grievant and/or the Association as requested by the authorized District representative.

2. The parties understand they will not be required to provide:
 - a. investigatory notes,
 - b. interview notes,
 - c. public documents available at a library and/or on the Internet, or
 - d. other "work product" notes or documents.
 3. The parties agree that they are willing to dialogue on subjects that include, but are not necessarily limited to:
 - a. information regarding the parties' respective theories of the case,
 - b. names of witnesses and a synopsis of each witness' testimony, or
 - c. list of documents each party expects to submit. (Copies of these documents will be made available if requested.)
 - d. other "work product" notes or documents
 4. The parties agree the purpose of the contract provision is to set an expectation of cooperation and open communication. It is agreed it is not in the interest of either party to surprise or entrap the other; and the purpose of this article is to articulate an understanding that each party will communicate openly with the other in a good faith effort to resolve disputes.
 5. The parties further recognize each party reserves the right to alter or supplement previously provided information; and neither party agrees to be impaired by a strict interpretation of these provisions so as to hamper rather than promote preparation for a full presentation at a grievance meeting.
- B. Both the District and the Association shall be notified of, and may be represented at, any scheduled meetings, appeals, or other proceedings relating to a grievance that has been presented.
- C. If in the judgment of the Association a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance to the Superintendent. The grievance may be processed through all levels of the procedure even though there is no individual aggrieved person who wishes to do so.

IV. Individual Rights

- A. Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted, as long as the disposition of the problem is not inconsistent with the terms of this Agreement.


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- B. Each party may be represented at all stages of the grievance procedure by himself/herself or at his/her option by an Association representative selected by the Association.
- C. Should there be any costs associated with representation of the grievant, they shall be borne by the grievant or the Association, except as otherwise specified.
- D. Nothing contained herein shall deny to any teacher his/her rights under the state or federal constitutions and laws.

V. Procedure

A. Informal

The parties in interest acknowledge that it is usually most desirable for a teacher and his/her supervisor to resolve problems through free and informal communication. Prior to the filing of a grievance, but within ten (10) workdays of the date in which the problem/dispute arose, employees will discuss potential problems with their supervisor. Each party may have representation by the Association or District present at the meeting.

The employee and supervisor will discuss the presented problem. If the parties are unable to resolve the problem/dispute, the employee may file a grievance.

B. Grievance Filing

1. The grievance process is initiated with the filing of a mutually agreed upon form and after the informal meeting has occurred between the employee and supervisor. The mutually agreed upon form must be filed within ten (10) workdays. Upon receipt of the mutually agreed upon form, the District shall schedule a meeting at a mutually agreed upon time within ten (10) workdays.
- 2 If in the judgment of the Association, a grievance affects a group of employees, or the Association, the Association may initiate and submit such a grievance in writing, the parties may mutually agree to start the grievance process at step two (2) of this procedure.
- 3 The employee or representative, upon request, shall be granted up to a five (5) workday extension prior to the filing of a grievance, if requested prior to the conclusion of the ten (10) workday timeline to file a grievance. The request must provide a rationale on the need for an extension.

C. Step 1

1. The meeting will be comprised of open dialogue involving both parties to ensure a good faith attempt to resolve the problem/dispute. Both parties will provide evidence during the meeting in accordance with procedures that are mutually agreed upon.



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1. Within five (5) workdays after the aforementioned meeting, the District shall communicate their answer to the parties in writing.
2. The District representative involved in Step 1, shall not be involved in the informal meeting.

D. Step 2

1. If the grievance is not resolved in Step 1, the grievant may, within five (5) days of receipt of the supervisor's answer, submit to the Superintendent or his/her designee a written statement of grievance by the grievant. A copy shall be given to the supervisor involved at the same time. If a designee, they shall not have been involved in the informal or Step 1 meetings.
2. The Superintendent shall arrange for a meeting with the grievant to take place at a mutually agreed upon time within twenty (20) workdays.
3. Upon conclusion of the meeting, the Superintendent will have ten (10) days to provide an answer in writing, together with the reasons for the decision, to the grievant and the Association.
4. If the grievance is not resolved at Step 2, the Association may move the matter toward Binding Arbitration.

VI. Binding Arbitration

1. If the Association or the District determines that the grievance involves the interpretation, meaning, or application of any provision of this Agreement, within fifteen (15) days after the receipt of the decision by the Superintendent in Step 2, Item 3, the Association or the District, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association. If any question arises as to the arbitrability, such questions will first be ruled upon by the arbitrator selected to hear the dispute. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
2. Within ten (10) days after such written notice of submission to arbitration, the District and the Association will attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a ten (10) day period, a request for a list of arbitrators will be made jointly to the American Arbitration Association.
3. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which violates the terms of this Agreement. The arbitrator shall have no power or authority to make any decision which modifies, alters, or amends the terms of this Agreement. He/she shall have no power to change any practice, policy, or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board.



Ivory McDaniel-Ilgenfritz Date
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4. There shall be no appeal from an arbitrator's decision if it is within the scope of his/her authority. It shall be final and binding on the Association, its members, the teacher or teachers involved, and the Board. The Association shall discourage any attempt of its members and shall not encourage or cooperate in any appeal to any court or labor board from a decision of an arbitrator.
5. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
6. The arbitrator shall award no punitive damages.

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