

TENTATIVE AGREEMENT

**2000 Grievances:**

It is the mutual desire of the District and the FPA to provide for the prompt adjustment of grievances in a fair and reasonable manner. The parties agree to attempt to resolve grievances at the lowest possible administrative level through free and informal communications. In furtherance of this objective, the District and the FPA have adopted the following procedure as the method for resolving grievances under this Agreement.

- Step 1: Any principal may verbally present the facts that form the basis of the problem/issue within five (5) work days of the date the grievant knew or should have known, to his/her Administrative Center supervisor. A verbal reply will be given to the grievant within five (5) work days of the meeting. If the results of Step 1 are unsatisfactory, the matter may be appealed to Step 2, provided it is reduced to writing, stating articles that have been violated, and submitted to the Superintendent within ten (10) work days.
- Step 2: The Superintendent shall arrange for a Step 2 meeting. The Superintendent will give a reply in writing to the grievant within ten (10) work days of the Step 2 meeting. If this reply is unsatisfactory, the matter may be appealed to Step 3.
- Step 3: If Step 2 is unsatisfactory, arbitration may be requested by the FPA within twenty (20) work days. The parties will attempt to agree upon a mutually acceptable arbitrator to hear the dispute. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the American Arbitration Association and all costs associated with obtaining an arbitrator's list will be equally shared between the District and the FPA.

The decision or award of the arbitrator shall be final and binding upon the parties. Each party shall bear the expense of preparing its own case.

Expenses of the arbitrator shall be equally shared by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

The arbitrator will be without power or authority to make any decision which modifies, alters, or amends the terms of the Agreement. He/she shall have no power to change, policy, or rule of the Board.

Time limits provided in this Agreement may be extended by mutual agreement. 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.

All proceedings and details thereof shall be held in strictest confidence between the parties. Any grievant has a right to an FPA representative at any step in the grievance procedure.

 2/25/22  
Ivory McDaniel-Ilgenfritz. Date  
District Chief Spokesperson

GG 2/25/22  
Grant Guy Date  
FPA Spokesperson