

Article IX – Grievance Procedure

A. DEFINITION

A grievance is defined to be a complaint by any ~~†Teacher in the bargaining unit~~ and/or the ~~a~~ Association based on an event or condition, which is claimed or considered to be a violation, misinterpretation or misapplication of this Agreement.

Nothing contained herein shall be construed as limiting the right of any ~~†Teacher~~ to pursue a grievance at ~~Level I Step 1 or the i~~ (Informal) level without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

B. MISCELLANEOUS

1. Documents, communications, and records dealing with the processing of a grievance will not be placed in the personnel file of the participants.
2. All grievances must be signed by the aggrieved party with a statement as to the alleged violation of the Agreement and the remedy requested.
3. The failure of the aggrieved to act within the time limits set forth in this article will preclude further appeal of the grievance, unless timelines are extended by mutual agreement.
4. For the purposes of the grievance process, working day shall be defined as days identified as contractual workdays for the grievant. If a grievance is unresolved at the end of the grievant's contract working days, District working days shall be counted in the grievance timeline.
5. A grievance may be withdrawn or resolved at any level without establishing precedent.
6. Re-employment or discharge of probationary Teachers (non-retention) is not a proper subject for grievance under the Grievance Procedure.
7. Either party may present evidence or call witnesses to testify during grievance conferences. Any new evidence presented during the Formal grievance steps may be the basis for an extension of not more than five (5) working days to investigate and review new evidence.
8. Mediation – The parties may mutually agree to submit a grievance to mediation at any step of the Formal process. The Mediator shall be chosen by mutual agreement from the list provided by the American Arbitration Association (AAA) or other such mutually agreed upon service.

All mediation sessions are closed and what happens in mediation cannot be presented in the arbitration step. The Mediator that is used must not participate in the arbitration step.
9. When meetings held for the purpose of resolving grievances are scheduled during the working day, the Association representative and/or grievant will be provided with release time without loss of pay.

C. LEVEL I: INFORMAL STEP A: CONFLICT RESOLUTION

1. An Informal meeting will be requested within ten (10) working days ~~after a reasonable person should have been aware~~ of an alleged violation. Upon notification of a concern, the ~~†~~Teacher and the building ~~a~~Administrator will meet within five (5) working days to discuss and resolve the concern.
2. The ~~†~~Teacher and the ~~a~~Administrator have the option of requesting additional participation ~~of from~~ other individuals.
3. If there is no resolution of the concern at this level, a Formal grievance (Level II) may be filed. ~~through this process, the grievance procedure will be followed.~~

STEP B: INFORMAL STEP

1. ~~It is agreed that no grievance shall be presented hereunder which occurred prior to the effective date of this Agreement.~~
2. ~~A grievance may be resolved at any level without establishing precedent.~~
3. ~~The failure of the aggrieved to act within the time limits set forth will preclude further appeal of the grievance.~~
4. ~~All grievances must be signed by the aggrieved party with a statement as to the alleged violation of the Agreement and the remedy requested.~~
5. ~~Time limits set forth in Sections B and C may be extended by mutual agreement.~~
6. ~~If a grievance is unresolved at the end of the school term, the time limits will be applied as if school were in session.~~
7. ~~Re-employment or discharge of probationary teachers (non-retention) is not a proper subject for grievance under the Grievance Procedure.~~
8. ~~Matters involving discharge of tenured teachers are subject to the Grievance Procedure but only through Formal step four (4) of the Grievance Procedure.~~
9. ~~Either side may present evidence or call witnesses to testify during grievance conferences. Any new evidence presented during the formal grievance steps may be the basis for an extension of not more than 5 working days to investigate and review new evidence.~~

D. LEVEL II: FORMAL STEP C: FORMAL STEP

1. Prior to filing ~~the a~~ Formal grievance, the ~~†~~Teacher or the Association shall informally meet with the immediate supervisor and discuss the alleged grievance.

If the nature of the grievance requires resolution above the worksite level, as in a class action grievance, the District's Director of Human Resources shall be the designated Administrator for Step 1 of the Formal grievance.

2. STEP 1: ADMINISTRATOR

- a. The Association shall present a signed written statement on an official grievance form of the alleged violation to the ~~Principal or other appropriate~~ Administrator within ten (10) ~~school working days after disposition of the Informal meeting a reasonable person should have been aware of the alleged violation.~~
- b. The ~~Administrator~~ Principal shall, within ten (10) ~~school working~~ days of the receipt of the grievance, confer with the Association to try to resolve the grievance.
- c. Within ten (10) ~~school working~~ days after the completion of the conference, the ~~Administrator~~ Principal shall ~~give his written~~ provide to the grievant a decision in writing. A copy of this decision shall be given to the Association.

~~3. Mediation The parties may mutually agree to submit the grievance to mediation. The mediator shall be chosen from the list provided by the AAA, FMCS, or Court Mediators. Both parties must mutually agree to the mediator.~~

~~All mediation sessions are closed and what happens in mediation cannot be presented in the Arbitration step. The mediator that is used in this step must not participate in the arbitration step.~~

43. STEP 2: SUPERINTENDENT

- a. In the event the grievance has not been resolved ~~at Step 1 through mediation~~, the Association may file an appeal to the Superintendent or his/her designee. The appeal shall be made within five (5) ~~school working~~ days after the receipt of the decision.
- b. Within five (5) ~~school working~~ days of the receipt of the appeal, the Superintendent or his/her designee shall confer with the Association in an effort to resolve the grievance.
- c. The Superintendent within five (5) ~~school working~~ days following the conference shall file his/her written decision with the Association.

4. STEP 3: ARBITRATION

- a. Within five (5) working days after receiving the decision of the Superintendent, the Association may submit the grievance to binding arbitration.
- b. The Board and the Association shall mutually select a third party from the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceedings.
- c. Each party shall bear the full costs for its representation in the arbitration proceedings. The parties shall share the cost of the Arbitrator equally.

- d. The Arbitrator's decision shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The Arbitrator's authority shall be strictly limited to the issue(s) presented by the parties. The decision must be based solely upon the Arbitrator's interpretation of the meaning of the express relevant language of the Agreement.

ARBITRATION

~~The arbitrator's decision shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The Arbitrator's authority shall be strictly limited to the issue(s) presented by the parties. The decision must be based solely upon the Arbitrator's interpretation of the meaning of the express relevant language of the Agreement.~~

SELECTION PROCESS

~~The Board and the Association shall mutually select a third party from the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceedings. Each party shall bear the full costs for its representation in the arbitration proceedings. The parties shall share the cost of the arbitrator equally.~~

TA# 7

STB
For the Board

10/6/25
Date

Charles J. Smith
For the Union

10/6/25
Date