It is the Board’s desire that administrative procedures for settling staff complaints and grievances be an orderly process within which solutions may be pursued. Further, that the procedure provide prompt and equitable resolution at the lowest possible administrative level. Additionally, it is the Board’s desire that each employee be assured an opportunity for orderly presentation and review of complaints without fear of reprisal.

Definitions:

1. Grievance: A claim based upon an employee’s belief that there has been a violation, a misinterpretation, or a misapplication of the law, state regulation having the affect of law, a written contract, board policy, district procedure/practice, administrative directive or unfair treatment.
2. Grievant: Any employee who asserts a grievance.
3. Statement of Grievance: A written statement filed by the district which includes the following
   1. Specific dates and persons involved.
   2. A synopsis of the facts giving rise to the violation or misinterpretation.
   3. A statement of requested relief.
   4. Statement defining previous attempts at resolution of the grievance and results of such attempts.
   5. Signature of the grievant and date of submission.
4. Party of Interest: Any employee who may be required to take action, or against whom action might be taken, in resolution of the grievance.
5. Day: Any day school is in session. If the grievance extends beyond the regular school year a day means any day, Monday through Friday, exclusive of holidays.

Grievance Procedure

1. The District will maintain a complete written record of each complaint, the manner in which it was investigated, and the manner in which it was resolved. Such records will be maintained pursuant to the District’s record retention policy unless circumstances dictate that the file should be retained for a longer period of time. Written records, to the extent appropriate, will be maintained in a confidential manner in any affected employee’s personnel file.
2. The District will endeavor to respond to and resolve complaints without resorting to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably within the specified number of days stipulated at each level.
3. The right of a person to prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person’s pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies, and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies.
4. 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.
5. When administration schedules grievance hearings during regular school hours, the grievant and representative of the association shall be released from their regular assignment without loss of pay or payroll benefits.
6. In all cases where a statement of grievance has been filed with the district, the district shall forward the Association President and/or designee a copy of the statement of grievance within five days after receiving it.
7. The district shall notify the Association President and/or designee of all resolutions or dispositions of grievances filed with the district.
8. For 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 at level three.

Level 1: Informal

A staff member with a complaint is encouraged to first discuss it with the teacher, counselor, or building administrator involved, with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment should be discussed with the first line administrator that is not involved in the alleged harassment.

If the complaint is not solved satisfactorily the grievant shall present the grievance, orally or in writing, to his or her administrator within ten (10) days, with the objective of resolving the matter informally. This shall be done when he or she is not responsible for student supervision.

The administrator shall give his or her answer orally or in writing within five (5) days.

Level 2:

If the complaint is not resolved at Level 1, the grievant may file a written grievance. The Level 2 written grievance must be filed with the principal within ten (10) days of the event or incident, or from the date the grievant could reasonably become aware of such occurrence.

If the complaint alleges a violation of Board policy or procedure, the principal shall investigate and attempt to resolve the complaint. If either party is not satisfied with the principal’s decision, the grievance may be advanced to Level 3 by requesting in writing that the Superintendent review the principal’s decision. This request must be submitted to the Superintendent within fifteen (15) days of the principal’s decision.

Level 3:

Upon receipt of the request for review, the Superintendent shall schedule a meeting between the parties and the principal. The parties shall be afforded the opportunity to either dispute or concur with the principal’s report. The Superintendent shall have ten (10) days in which to provide a written decision, together with the reasons for such decision, to the grievant.

Level 4:

If either party is not satisfied with the decision of the Superintendent, the Board is the next avenue for appeal. A written appeal must be submitted to the Board within fifteen (15) days of receiving the Superintendent’s decision. The Board is the policy-making body of the school, however, and appeals to that level must be based solely on whether or not policy has been followed. Any individual appealing a decision of the Superintendent to the Board bears the burden of proving a failure to follow Board policy.

Upon receipt of a written appeal of the decision of the Superintendent, and assuming the individual alleges a failure to follow Board policy, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting.

Level 5:

If the decision of the Board is unsatisfactory the grievant may make an appeal to the Association within ten (10) days. Within five (5) days the Association shall arrange for a hearing with the grievant and a hearing committee appointed by the Executive Board of the Association of no less than three members. Within five (5) days of conclusion of the hearing, the president of the Association shall provide a written decision to the grievant and the district as to whether or not the grievance shall be referred for arbitration.

Within ten (10) days of its decision that the complaint should continue to arbitration, a representative of the Association shall meet with the Superintendent for the purpose of selecting a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve.. If the parties are unable to agree on an arbitrator or to obtain a commitment within the ten day period, a request for a list of five arbitrators shall be made to the Federal Mediation and Conciliation Service. Each party shall strike two names. The remaining name on the list shall serve as arbitrator.

During arbitration neither party shall be permitted to submit any issues which were not submitted previously during the grievance process.

The arbitrator will set the proceedings for the arbitration process. He or she will submit findings in writing to the grievant and the Board. He or she shall have no power or authority to enforce his or her suggestions. The Board will consider all suggestions made by the arbiter but will no be under no obligation to accept or utilize any such suggestions.

The decision by the Board shall be final and binding.

The costs of the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses, if any, and the cost of the hearing room, will be borne equally by the District and the Association. All other expenses will be borne by the party incurring the expense.

Supplemental Provisions:

1. No reprisals of any kind will be taken by the Board or any member of administration against any party in interest, any association representative, any member of the grievance committee, or any other participant in the grievance procedure by reason of such participation.
2. The failure of a grievant to proceed from one level of the procedure to the next 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.
3. The failure of an administrator to communicate his/her decision to the grievant within the specified time limit shall permit the party to proceed to the next level in the grievance procedure.
4. Any party in interest agrees to furnish all parties in interest the information necessary to process any grievance.
5. All documents shall be filed in the personnel file of the grievant and the aggrieved.
6. Utilization of the grievance procedure is not intended to deprive an individual of seeking redress through the court system, should they so desire.
7. The provisions of the Uniform Arbitration Act (Chapter 9, Title 7, Idaho code) apply to this agreement.