

DEFINITIONS

Grievance is a written complaint alleging a violation of the Master Agreement between the district and the Wendell Education Association, a violation of district policy, or a violation of an individual's rights under the law. An aggrieved person or grievant is a certified employee asserting a grievance.

A day, as used herein, shall mean any day school is in session within a regular school year as shown on the official school calendar. If the grievance extends beyond the regular school year, a day means any day, Monday through Friday, exclusive of holidays. If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, then the time limits set forth herein may by mutual agreement be reduced so that the grievance procedure will be concluded prior to the end of the school year, or as soon thereafter as is practical.

PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to problems which may, from time to time arise. These proceedings will be kept formal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained will be construed as limiting the rights of any employee having a grievance to discuss the matter informally with his/her principal or supervisor and having the grievance adjusted, provided, the adjustment is consistent with this procedure and school district policy. Most problems which arise during the day-to-day operation of the schools can be solved by an informal conference between the employee or employees and the principal or supervisor. Every reasonable effort should be made to resolve such problems at the building level. It is important that a grievance be processed as rapidly as possible. The number of days indicated at each level should be considered as a maximum. The time limits specified may be extended by mutual consent. Any grievance must initiate grievance procedures as outlined within twenty (20) days after knowledge of the event or condition complained of. Any statement of fact pertaining to the grievance known at the time of filing must be included in the written statement of grievance.

INFORMAL PROCEDURE

The grievant should first discuss the matter with his/her principal or supervisor in an effort to resolve the alleged violation informally. The principal or supervisor must within five (5) days give his/her answer to the employee. If, after such decision, the grievant is not satisfied with the

disposition of the matter, he/she may follow the Formal Procedures for adjustment of the grievance.

FORMAL PROCEDURE

If a grievant is not satisfied with the disposition of his/her grievance through the Informal Procedure, he/she may, within ten (10) days after receiving his/her answer under the Informal Procedure, submit his/her written Statement of Grievance to his/her principal or supervisor who shall arrange for a meeting to take place within four (4) days after receipt of the Statement of Grievance.

The parties may be represented by a person of their own choosing. The principal or supervisor shall, within three (3) days after the meeting, render his/her decision and rationale in writing to the grievant. A copy of the Statement of Grievance will be kept on file in the principal's or supervisor's office.

FORMAL PROCEDURES – SUPERINTENDENT LEVEL

If a solution satisfactory to both parties has not been reached at the building level, or if there is no response, within the time provided above, the grievant may, within ten (10) days, submit the Statement of Grievance to the Superintendent of schools of his/her official designee. The Superintendent/designee shall render a written decision within five (5) days of receipt of the appeal, which decision will be promptly given to both parties involved in writing.

FORMAL PROCEDURES – BOARD LEVEL

If the grievant is not satisfied with the disposition of the grievance by the Superintendent/designee, or if there is no response within the time period, the grievant may, within then (10) days after receipt of the Superintendent's/designee's decision, request in writing to the Board Clerk that the Statement of Grievance be submitted to a hearing panel selected by the Board of Trustees. The hearing panel shall consist of three (3) persons: one (1) designated by the Board; one (1) designated by the grievant; and one (1) neutral party agreed upon by the two (2) appointed members for the purpose of reviewing the grievance. Within ten (10) days of receipt of the request for hearing, the Board shall convene the hearing panel. All parties may produce witnesses and evidence of every description relevant to the grievance. The parties may be represented by a person of their choosing.

The hearing panel shall render its decision, in writing, within five (5) days after the hearing and shall submit its decision to the grievant, the Superintendent and the Board.

The panel's decision shall be the final and conclusive resolution of the grievance unless the Board overturns the panel's decision by resolution at the Board's next regularly scheduled public meeting or unless within forty-two (42) calendar days of the filing of the panel's decision either party appeals to the district court in the county where the school district is located. Upon appeal

of a decision of the Board, the district court may affirm or set aside and remand the matter to the Board upon the following grounds and shall not set the same aside on any other grounds:

- That the findings of fact are not based on any substantial, competent evidence;
- That the Board has acted without jurisdiction or in excess of its powers;
- That the findings by the Board as a matter of law do not support the decision.

SUPPLEMENTAL GRIEVANCE CONDITIONS

- A certified employee filing a grievance pursuant to this policy shall be entitled to a representative of his/her choice at each step of the grievance procedure provided herein. The immediate supervisor or Superintendent/designee shall be entitled to a representative at each step of the grievance procedure.
- The timelines established herein may be waived or modified by mutual agreement of the parties.
- Utilization of the grievance procedure established herein shall not constitute a waiver of any right of appeal available pursuant to law or regulation.
- There shall be no reprisal, restraint, interference, coercion or discrimination by the district or its employees against any person involved in the grievance procedure.
- Nothing herein shall be construed as limiting the right of any certified employee having a grievance to discuss the matter informally with any appropriate member of the administration.
- The grievant shall not approach members of the Board individually nor shall the Superintendent discuss the grievance with the Board in an attempt to prejudice the Board prior to a full hearing.
- All documents, communications or records dealing with a grievance shall be filed separately from the certified employee's personnel file.
- Copies of grievances and decisions rendered at each level shall be sent to the Superintendent's office and may be sent to the Association upon the employee's request.
- Strict compliance with this grievance procedure shall be required, and failure to do so shall relieve any responsibility for further consideration of a grievance until full compliance has been made.

EXCLUSIVE REMEDY

No teacher or group of teachers shall seek any other remedy, by court proceedings or otherwise, without having fully exhausted his/her remedies provided under this grievance procedure policy through the Board level.



LEGAL CITATIONS:

Idaho Code Sections

33-506 – Organization and Government of Board of Trustees

ADOPTED: December 16, 2024

AMENDED: