

## NON-TITLE IX COMPLAINTS AND GRIEVANCES

Any employee or group of employees of the Terrebonne Parish School Board shall have the right to appeal the application and interpretation of policies, administrative decisions or laws affecting the employee or group of employees. The employee or group of employees shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting an appeal of a grievance. All matters pertaining to a grievance shall be treated as confidential material and shall not be considered in decisions such as assignment, transfer, promotion or reemployment, leaves of absence and dismissal.

This policy shall not apply to sexual harassment complaints made pursuant to Title IX of the Education Amendments of 1972 (Title IX) and Part 106 of Title 34 of the United States Code of Federal Regulations. Any such Title IX complaints shall be subject to the Grievance Procedure developed and maintained by the Superintendent or his/her designee under the provisions of policy *H-1.1, Title IX Sexual Harassment*.

All grievances shall be handled expeditiously, and according to the procedures adopted by the School Board. The primary purpose of the procedures is to secure, at the most immediate level possible, equitable solutions to grievances brought forth by employees.

### 1 Definitions:

- A. A *grievance* is a claim by an employee or group of employees that the employee or group has suffered harm or injury by the interpretation, application or violation of a contract, a school board policy, administrative decision, a law or constitutionally guaranteed rights.

Grievances are of two types:

- 1) Substantive, according to law or policy, and
- 2) Procedural, the methodology of administering policies or legal right.

The term grievance does not include matters for which the method of review is prescribed by law or where the School Board is without authority to act (e.g., employee lack of certification, terminations, rebuttal to observation, etc.)

- B. A *grievant* is the employee or group of employees making the claim.
- C. *Immediate supervisor* is that employee possessing administrative authority to direct the activities of the grievant and having the authority to resolve the claim.
- D. The term *days* shall mean workdays. In order to expedite grievances begun at the end of the employment period by employees who work fewer than 12

months, workdays for these claims shall conform to the calendar of workdays for 12-month employees.

2. Procedure:

Step 1. The grievant shall informally and thoroughly discuss any grievance with his/her/their immediate supervisor. If no satisfactory resolution of the grievance is reached, the grievant shall present a written grievance to the immediate supervisor. Such written notice shall be presented no later than five (5) working days from the date of discussion with the immediate supervisor.

The written grievance should be submitted on the appropriate grievance form and should include:

- A. A specific statement of the contract provision, School Board policy, administrative decision, law, or constitutional right violated;
- B. Specific statement of the injury, loss, or inconvenience suffered by the grievant as a result of the violation;
- C. Documentation which supports the claim of the grievance;
- D. The results of informal discussion of the grievance at Step 1;
- E. The specific action that the grievant requests to remedy the injury brought about by the violation.

Additional documents that support the claim may be attached to the form.

The immediate supervisor shall render a written decision to the grievant within five (5) days of the receipt of the written grievance. In communicating his/her decision to the grievant, the immediate supervisor must provide the reason(s) for the decision.

Step 2. In the event the grievant wishes to appeal the decision in Step 1 or if no decision has been rendered in the time specified, the appeal must be presented, in writing, to the appropriate Central Office staff member with authority to resolve the matter. Such appeal shall be presented within five (5) days of the Step 1 decision.

The Central Office staff member may meet with the grievant and other parties to the grievance to discuss the facts of the grievance. The grievant shall be advised upon request prior to the meeting if anyone other than the grievant and the grievant's representative will be in attendance at the meeting with the Central Office staff member.

Within five (5) days of the receipt of the grievance, the Central Office staff member shall render a written decision. In communicating the decision, the Central Office staff member must provide the reason(s) for the decision.

Step 3. In the event the grievant wishes to appeal the decision of Step 2, or if no decision has been rendered in the time specified, the appeal must be presented, in writing, to the Superintendent or Superintendent's designee. Such appeal shall be presented within five (5) days of the receipt of the Step 2 decision.

Upon receipt of such a written appeal, the Superintendent or designee shall schedule a hearing at a specific date and time. The time and date must be mutually agreed upon by the grievant and the Superintendent or designee.

The Superintendent or designee, at the date and time specified, shall conduct a full hearing on the grievance and maintain a transcript of the proceedings. Following the hearing, the Superintendent or designee shall render a written decision within ten (10) days of receipt of the written grievance. This written decision and the reason(s) for the decision shall be provided to the grievant. The written decision, the reason(s) for the decision, and a copy of the transcript of the hearing proceedings shall be provided to the School Board. The grievant shall also be provided with the procedure(s) to be followed should the grievant wish a hearing before the School Board.

Step 4. The School Board shall conduct a hearing to dispose of the grievance within twenty (20) days of the decision of the Superintendent or designee and shall notify the grievant of the date and time. The grievant maintains the right to appear before the School Board and the right of representation before the Board.

Step 5. In the event the grievant is not satisfied with the disposition at Step 4, the grievant may take additional action as provided within Federal or State statutes.

3. Representation

- A. The grievant shall have the right to present his/her/their own grievance or may designate a representative to appear with him/her/them at any step of the procedure.
- B. A grievant who chooses to have representation shall provide advance notice of such, in writing to administrator at the respective procedural level at least two days prior to the hearing on the grievance.

4. General Provisions

- A. The number of days indicated at each level is a maximum. Every effort shall be made to expedite the progression of grievance. Time limits specified may be extended in any specific instance by mutual agreement of both

parties.

- B. At each level the person handling the grievance may meet with the parties involved with the grievance.
- C. Appeals of grievance decisions will be limited to the specific issues raised in the original grievance. The parties involved with the grievance will not be allowed to expand the issues during the grievance procedure, except to the extent necessary to respond to administrative decisions made during the process.
- D. All documents, communications, and records dealing with a grievance shall be filed separately from and no notation of such grievance shall appear in the official personnel file of the grievant, unless so requested by the grievant.
- E. All meetings concerning grievances will take place at reasonable hours. Employees absent from their assigned duties because of such meetings must have the approval of the administration. If a grievance hearing is scheduled during the regular working day, all participants in the investigation and processing of the grievance, including the grievant and witnesses, shall be released from regular duties and shall suffer no loss of pay or benefits. Reasonable notice of scheduled hearings shall be given to all participants.
- F. A grievance may be withdrawn at any level.
- G. If the grievant voluntarily or involuntarily leaves the employment of the School Board at any level of the grievance, then such grievant loses the right to continue the grievance process.
- H. Failure by the grievant to meet the timelines and requirements of this procedure shall result in dismissal of the grievance. Failure by an administrator to meet timelines and requirements of this procedure shall allow the grievant, at his/her/their option, to proceed to the next level of appeal.
- I. The dismissal or termination of any employee shall not be considered a grievable action.

Revised: February, 1999

Revised: April, 1999

Revised: November, 2012

Revised: July, 2020

Ref: La. Rev. Stat. Ann. §17:100.4; Pickering v. Board of Education, 88 S. Ct. 1731 (1968); Board minutes, 2-9-99, 11-20-12, 8-4-20.