

**SUPERINTENDENT GRIEVANCE PROCEDURE**

The purpose of this policy is to provide a step-by-step procedure that guarantees the right of the Superintendent to administrative "due process" to assure fairness and equity. The Board shall not discriminate against, coerce, or interfere with the Superintendent, witness, or representative for his/her/their involvement in the presentation or adjudication of any grievance.

No action taken under this procedure shall in any way be construed as forfeiting the right to seek redress through the courts.

If any provision of this procedure is or shall at any time become contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

**Definitions**

- *Grievance* is an allegation by the Superintendent that s/he has been subject to a personal loss or injury because of a violation, misinterpretation, or misapplication of a specific article, section, or paragraph of the superintendent's contract.
- *Day* as used herein shall be considered a school day and the time limits set shall be considered a maximum.

**Time Limit**

A grievance must be initiated within 30 days after the Superintendent knew or should have known the term or condition giving rise to the grievance existed. Failure to timely present the grievance in writing shall be deemed a waiver of the grievance.

**Conditions**

Failure of the Superintendent to meet any of the deadlines contained in this procedure shall terminate the grievance. Failure of the Board President to respond to the grievance within specified deadlines shall be deemed a denial of the grievance and shall allow the Superintendent to advance the grievance to the next step.

**Procedure**

Meetings held under this procedure shall generally be conducted on non-school time at a place that will afford a fair and reasonable opportunity for all persons proper to be present.

Each step in this procedure is intended to give bona fide consideration to the grievance and is to be a separate review of the facts. Each official and governing body to whom the grievance is presented shall issue a decision.

**Informal Process**

The Board encourages the resolution of grievances as near the point of origin as possible. Therefore, the Superintendent shall first discuss a grievance with the Board President. However, should such informal process fail to satisfy the Superintendent, then a grievance may be processed as follows.

## **Formal Process**

The Superintendent may be represented and accompanied by a representative of his/her choosing at any step in this process. The Superintendent must be present at each step in this procedure.

1. The Superintendent shall prepare a written statement containing his/her name, the specific contract provision being grieved and why, and the requested remedy. The written grievance must be signed and dated by the Superintendent.
2. The Superintendent shall present the written grievance to the Board President by the deadline contained in the "Time Limit" section of this procedure. The Board President shall make every effort to resolve the grievance and shall, within ten days of the filing of the grievance, render a written answer on the grievance.
3. If no agreement is reached or the time limit outlined above elapses without answer, the Superintendent may present the written grievance to the Board. This step must be initiated within four days of the board president's written decision, or within 14 days of the filing of the grievance in the event the Board President fails to provide a written answer. The Board shall consider the grievance at a board meeting held in accordance with law. The board's decision is final, subject to court review if the Superintendent files suit.

**End of McClusky School District #19 Policy CCB .....Adopted: June 20, 2017**