

CLASSIFIED STAFF GRIEVANCES

The Albemarle County School Board has adopted the attached regulations and ~~procedures~~ forms for adjusting grievances established by the State Board of Education. This grievance procedure shall afford a timely and fair method for the resolution of disputes arising between the School Board and its employees regarding all grievable matters ~~dismissal, suspension or other disciplinary actions.~~

Adopted: July 1, 1993

Amended: December 8, 1997; July 8, 2004

Legal Ref.: ~~Code of Virginia, 1950, as amended,~~ Virginia Code §§Section 22.1-79(6), 22.1-293, 22.1-306, and 22.1-312 ; 8 VAC 20, Part 90.

Cross Ref.: GBM, Licensed Teaching Staff Grievances
GCA, Personnel Definitions

PROCEDURE FOR ADJUSTING GRIEVANCES FOR CLASSIFIED STAFF IN ACCORDANCE WITH 22.1-79(6)

PREAMBLE

The School Board adopts the following Procedure for Adjusting Grievances to provide, in accordance with the statutory mandate of 22.1-79(6) of the Code of Virginia, an orderly procedure for resolving disputes arising between the School Board and covered employees regarding dismissal, suspension, or other disciplinary actions, for employees who have completed a probationary period of employment.

PART I - GENERAL TERMS APPLICABLE TO ALL GRIEVANCES

1.1 DEFINITIONS

The following words and terms, when used in these regulations, shall have the following meaning, unless the context clearly indicates otherwise:

"Business day" means, in accordance with Virginia Code § 22.1-312, any day that the school board office is open.

"Covered employee" or "employee" means all regularly employed full-time classified employees of the school division who have successfully completed their probationary period. The following individuals are not considered "covered employees" under this grievance procedure and shall not be entitled to grieve under this policy:

- (a) all licensed employees covered under Virginia Code Sections 22.1-293 and 22.1-306 and Policy GBM, Licensed Teaching Staff Grievances;
- (b) supervisory employees, as defined below;
- (c) probationary employees; and
- (d) non-regular employees, such as temporary (whether part-time or full-time), limited term, or seasonal employees and substitutes.

"Days" means calendar days unless a different meaning is clearly expressed in this procedure. Whenever any period of time fixed by this procedure shall expire on a Saturday, Sunday, or legal holiday, the period of time for taking action under this procedure shall be extended to the next day that is not a Saturday, Sunday, or legal holiday.

"Disciplinary probation" means a period not to exceed one year during which time it shall be the duty of the covered employee to remedy the conduct that gave rise to the probationary status.

"Dismissal" means the dismissal of any covered employee after completion of the probationary period. Dismissal may be with or without cause.

"Grievance" means:

a. ~~F~~For the purpose of Part II: a complaint or dispute by a covered employee ~~arising between the School Board and such employee regarding a disciplinary suspension without pay for one or more workdays; an official written reprimand for disciplinary purposes maintained in the central school administration office; a demotion for disciplinary reasons; or placing the individual on disciplinary probation relating to his or her employment, including but not necessarily limited to disciplinary actions other than dismissal and placement on disciplinary probation; the application or interpretation of personnel policies, procedures, rules, and regulations, ordinances, and statutes; acts of reprisal against a covered employee for filing or processing a grievance, participating as a witness in any step meeting or hearing relating to a grievance, or serving as a member of a fact-finding panel; as a result of utilization of this grievance procedure;~~ and complaints of discrimination on the basis of race, color, creed, political affiliation, disability, age, national origin, or sex. Employee evaluations are not "disciplinary actions."

~~"Grievance" means,~~ b. F~~for the purpose of Part III;~~ a complaint or dispute involving ~~an a~~ covered employee relating to his or her employment involving dismissal or placement on disciplinary probation.

c. -Exclusions. For both Part II and Part III, t~~The~~ term "grievance" -shall not include: a complaint or dispute by an employee relating to the establishment and revision of wages or salaries, position classifications, or general benefits; demotion based on skill, performance or change of duties; individual employee evaluations or action plans for assistance/remediation; suspensions ~~of five days or less with pay, suspension with or without pay when charged with the commission of a felony, crime of moral turpitude, any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or any crime the conviction of which is a basis for termination of employment;~~ noncontinuation or termination of employment during, or -noncontinuation of employment at the end of the probationary period; the establishment or contents of ordinances, statutes, or personnel policies, procedures, rules, and regulations; failure to promote; or discharge, layoff, or suspension from duties because of decrease in enrollment, decrease in enrollment in a particular subject, abolition of a particular subject/service/program, or insufficient funding; hiring, transfer, assignment, and retention of employees within the school division; suspension from duties in emergencies; or the methods, means, and personnel by which the school division's operations are to be carried on. All management rights available by law are reserved to the School Board.

"Personnel file" means any and all memoranda, entries, or other documents included in the covered employee's file as maintained in the Department of Human Resources or in any file on the employee maintained within a school in which the employee serves.

"Probationary period" means a six-month period of continuous employment in the same position. In case of any separation from employment with the school division, other than lay-off or reduction-in-force, a new probationary period must be completed if rehired.

~~"Disciplinary probation" means a period not to exceed one year during which time it shall be the duty of the covered employee to remedy the conduct that gave rise to the probationary status.~~

~~"Covered employees" or "employee" means all regularly employed permanent full-time employees of the school division who have successfully completed their probationary period. The following individuals are not considered "covered employees" under this grievance procedure and shall not be entitled to grieve under this policy:~~

- ~~(a) the superintendent and assistant superintendents;~~
- ~~(b) principals, assistant principals, directors, teachers, and all other employees covered under Virginia Code Sections 22.1-293 and 22.1-306;~~
- ~~(c) employees classified as supervisors;~~
- ~~(d) probationary employees;~~
- ~~(e) temporary (whether part time or full time), limited term, or seasonal employees; and,~~
- ~~(f) substitutes, consultants, independent contractors.~~

"Shall file," "shall respond in writing," or "shall serve written notice" means the document is either delivered personally to the grievant or office of the proper School Board representative or is mailed by registered or certified mail, return receipt requested, and postmarked within the time limits prescribed by this procedure. Such notice may be mailed to the last address provided by the grievant to the Board. It is the duty of the grievant to notify the Board in writing of any change of address.

"Supervisory employee" means any person having authority in the interest of the Board (i) to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees; and (ii) to direct other employees; or (iii) to adjust the grievance of other employees; or (iv) to recommend any action set forth in (i), (ii), or (iii) above; provided that the authority to act as set forth in (i), (ii), (iii), or (iv) requires the exercise of independent judgment and is not merely routine and clerical in nature.

"Written grievance appeal" means a written or typed statement describing the event or action complained of, the date of the event or action, and a concise description which the covered employee bases his/her claim. The grievant shall specify what he/she expects to obtain through use of the grievance procedure. A statement shall be written upon forms prescribed by the ~~School~~ Board.

1.2 GRIEVABILITY

A. Initial Determination of Grievability. Decisions regarding whether a matter is grievable shall be made by the School Board at the request of the Superintendent or grievant. Such decisions shall be made within ten (10) business days of such request. Such determination of grievability shall be made subsequent to the reduction of the grievance to writing and prior to any Board hearing, or the right to such determination shall be deemed to have been waived. Failure of the School Board to make such a determination within such a prescribed ten (10) business day period shall entitle the grievant to advance to the next step as if the matter were grievable. Both the Superintendent and the grievant shall be entitled, but not required, to submit to the School Board clerk written statements in support of their positions regarding grievability no later than three (3) business days prior to the School Board hearing at which grievability will be determined. The School Board shall make a written determination regarding grievability based on the grievance record and the written

statements, if any, submitted by the parties.

B. Appeal of Determination on Grievability. Grievability decisions of the School Board may be appealed to the circuit court having jurisdiction in the school division for a hearing on the issue of grievability.

1. Proceedings for a review of the decision of the School Board shall be instituted by filing a notice of appeal with the School Board within ten (10) business days after the date of the decision and giving a copy of the notice to all other parties.

2. Within ten (10) business days thereafter, the School Board shall transmit to the Clerk of the court to which the appeal is taken, a copy of its decision, a copy of the notice of appeal, and the exhibits. The failure of the School Board to transmit the record within the time allowed shall not prejudice the rights of the grievant. The court may, on motion of the grievant, issue a writ of certiorari requiring the School Board to transmit the records on or before a certain date.

3. Within ten (10) business days of receipt by the Clerk of such record, the court, sitting without a jury, shall hear the appeal on the record transmitted by the School Board and such additional evidence as may be necessary to resolve any controversy as to the correctness of the record. The court may, in its discretion, receive such other evidence as the ends of justice require.

4. The court may affirm the decision of the School Board or may reverse or modify the decision. The decision of the court shall be rendered not later than the fifteenth day from the date of the conclusion of the court's hearing.

1.3 TIME LIMITATIONS

The right of any party to proceed at any step of Part II or Part III of this grievance procedure shall be conditioned upon compliance with the time limitations and other requirements set forth in this procedure.

A. The failure of the covered employee to comply with all substantial procedural requirements, including initiation of the grievance and notice of appeal to the next step in the procedure, shall eliminate the employee's right to any further proceedings on the grievance unless just cause for such failure can be shown.

B. The failure of the School Board or any supervisory employee to comply with all substantial procedural requirements without just cause shall entitle the grievant, at his option, to advance to the next step in the procedure or, at the final step, to a decision in his favor.

C. The determination as to whether the substantial procedural requirements of this Parts II or III of the Procedure for Adjusting Grievances have been complied with shall be made by the School Board. In any case in which there is a factual dispute as to whether the procedural requirements have been met or just cause has been shown for failure to comply, the School Board shall have the option of allowing the grievant to proceed to its next step. The fact that the grievance is allowed to proceed in such case shall not prevent any party from raising such failure to observe the substantial procedural requirements at any further meeting involving the grievance.

1.4 SEPARABILITY

If any portion of this Procedure for Adjusting Grievances, or the application thereof, shall be held invalid by a court of competent jurisdiction, the remainder of this procedure and the application thereof in all other circumstances where not expressly held invalid shall not be affected thereby.

~~"Probationary period" means a six month period of continuous employment in the same position. In case of any separation from employment with the school division, other than lay-off or reduction in force, a new probationary period must be completed if rehired.~~

PART II - GRIEVANCE PROCEDURE

~~Grievance Procedure~~ (All Grievable Matters Other than Dismissal & Placement on Probation)

2.1 PURPOSE ~~OF PART II OF THIS GRIEVANCE PROCEDURE~~

The purpose of Part II of the Procedure for Adjusting Grievances is to provide an orderly procedure for resolving disputes concerning ~~suspension and prescribed disciplinary actions, all grievable matters, as defined in Part I,~~ other than dismissal and placement on probation. An equitable solution of grievances should be secured at the most immediate administrative level. The procedure should not be construed as limiting the right of any covered employee to discuss any matter of concern with any member of the school administration. Nor should the procedure be construed to restrict any employee's right to seek, or the school division administration's right to provide, review of complaints that are not included within the definition of a grievance. Nothing in this procedure shall be interpreted to limit a School Board's exclusive final authority over the management and operation of the school division, nor confer any property right whatsoever.

2.2 GRIEVANCE PROCEDURE

Recognizing that grievances should begin and end promptly, a grievance must be initiated within fifteen (15) ~~business working~~ days following either the event giving rise to the grievance, or within fifteen (15) ~~business working~~ days following the time when the employee knew or reasonably should have known of its occurrence. Grievances shall be processed as follows:

A. ~~A.~~ Step 1 - Informal:

1. The first step shall be an informal conference between the covered employee and his/her immediate supervisor held as soon as practicable after the employee informs the immediate supervisor that he/she wishes to grieve. The employee shall state the nature of the grievance and the immediate supervisor shall attempt to adjust the grievance.

~~It is mandatory that the employee present the grievance informally prior to proceeding to~~

2. Step 2.

B. ~~B.~~ Step 2 -- Principal/Designee or ~~Principal/Supervisor~~ Department Head/Designee/Designee:

1. Filing. If for any reason the grievance is not resolved informally in Step 1 to the satisfaction of the covered employee, the employee must perfect his/her grievance by filing said grievance in writing within fifteen (15) ~~working business~~ days following the event giving rise to the grievance, or within fifteen (15) ~~working business~~ days following the time when the employee knew or reasonably should have known of its occurrence, specifying on the form the specific relief expected (Use Grievance Form GBMA-F1).~~7~~ Regardless of when the employee initiates the grievance at the outcome of Step 1, if the a written grievance (Form GBMA-F1) is not, without just cause, filed within the specified time, the grievance will be barred.

~~Meeting.~~ A meeting shall be held between the ~~principal/supervisor~~ department head (and/or a his/her designee, or both) at a time and place set by the principal/supervisor and the covered employee (and/or his/her designee, or both) at a time and place set by the department head/designee within five (5) ~~working business~~ days of the receipt by the ~~principal/supervisor~~ department head/designee of the written grievance. At such meeting the employee and/or other party involved shall be entitled to present appropriate witnesses and to be accompanied by a representative other

2. than an attorney.

~~Decision.~~ The department head/designee ~~principal/supervisor (and/or his/her designee)~~ shall respond in writing within five (5) ~~working business~~ days following such meeting. (Use Grievance Form GBMA-F2.)

3.

Additional Information.

4. The ~~principal/supervisor~~ department head/designee may forward to the employee within five (5) days from the receipt of the written grievance a written request for more specific information regarding the grievance. The employee shall file an answer thereto

within ten (10) ~~working~~ business days, and the meeting must then be held within five (5) business days thereafter at a time and place established by the ~~principal/supervisor~~ department head/designee.

C. Step 3 -- Superintendent/Designee.

1. Filing. If the grievance is not settled to the covered employee's satisfaction in Step 2, the employee can proceed to Step 3 by filing a written notice of appeal with the Superintendent, accompanied by the original grievance appeal form within five (5) business ~~working~~ days after receipt of the Step 2 answer (or the due date of such answer). (Use Grievance Form GBMA-F2.)
2. Meeting. A meeting shall then be held between the Superintendent/~~(and/or his/her Designee)~~ and the employee (~~and/or his/her designee, or both~~) at a mutually agreeable time within five (5) business ~~working~~ days of filing the written notice. Failure of the employee to agree upon a date shall end the grievance. At such meeting both the Superintendent and the employee shall be entitled to present witnesses and be accompanied by a representative who may, but need not, be an attorney. If the representative is an attorney, the employee must give advance notice and agree to a meeting date when the School Board Attorney can attend. The Superintendent shall determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing. ~~The Superintendent, in his/her discretion, may vary this procedure, but shall afford full and equal opportunity for all parties to present any material or relevant evidence. The Superintendent (and/or his/her designee) shall make his/her decision based exclusively upon the evidence presented at the meeting. On~~ At the discretion of the Superintendent/Designee's own decision or upon application of the covered employee if approved by the Superintendent, the hearing may be reopened for good cause shown, at any time to hear after-discovered evidence before the Superintendent/designee's decision is delivered.

—Recording and Costs.

3. A stenographic record or ~~tape~~ audio recording, ~~as determined by the Superintendent/Designee, shall be taken~~ of the meeting may be created. ~~In Part II grievance disputes, the~~ The recording may be dispensed with entirely by mutual consent of the parties. If the recording is not dispensed with, the two parties shall share equally the cost of the recording and the Superintendent/Designee shall determine whether to create a stenographic or audio recording. If either party requests a transcript, that party shall bear the expense involved in preparing it. If the recording is dispensed with, but the matter is appealed to the School Board, each party must prepare a written record of their case for the School Board's consideration.

The covered employee shall bear his/her own expenses. The School Board shall bear the expenses of the Superintendent. Witnesses who are employees of the School Board shall be granted release time if the meeting is held during the school day. The meeting shall be held at a site designated by the Superintendent/Designee.

—Decision.

~~The covered employee shall bear his own expenses. The School Board shall bear the expenses of the Superintendent. Witnesses who are employees of the School Board shall be granted release time if the meeting is held during the school day. The meeting shall be held at a site designated by the Superintendent/Designee.~~

a.

—If the grievance is not resolved ~~no settlement can be reached in at the said~~ meeting, the Superintendent ~~(or his/her designee)~~ /Designee shall respond in writing within five (5) ~~business working~~ days following such meeting. (Use Grievance Form GBMA-F3.) The Superintendent/~~d~~Designee may make a written request for more specific information from the employee, but only if such was not requested in Step 2. Such request shall be answered within ten (10) ~~working business~~ days, and the meeting shall be held within five (5) ~~working business~~ days of the date on which the answer was received.

4.

~~If the grievance is not resolved to the satisfaction of the employee in Step 3, the employee, after giving proper notice, may request a decision by the School Board pursuant to Step 4. (Use Grievance Form GBMA-F3.)~~

D. Step 4 - ~~Decision by the~~ School Board.

—Filing. If the grievance is not resolved to the satisfaction of the employee in Step 3, the employee may request a decision by the School Board pursuant to Step 4 by filing a written notice of appeal (Grievance Form GBMA-F3) in the Superintendent's

1. ~~1. If a covered employee appeals to the School Board, he/she must notify the Superintendent in writing of the intention to appeal to the Board, of the grievance alleged and the relief sought, within office within five five (5) working business~~ days after receipt of the ~~answer decision~~ as required in Step 3 or the due date thereof. The Superintendent/Designee shall provide a copy of the grievance record, including any transcript of the Step 3 meeting, to the School Board and the employee on the date of the Board's next regularly scheduled meeting. Within five (5) days of this meeting date, the employee and the Superintendent may, if desired, submit written statements to the Board clerk summarizing their positions on the grievance for the Board's consideration.

2. Record Review and Option for Hearing. At the next regularly scheduled meeting following the School Board's receipt of the grievance record from the Superintendent, the Board shall review the grievance record in closed session and deliberate on whether to affirm, modify, or reverse the decision of the Superintendent/Designee. If, after deliberation, the Board determines that it requires further evidence to reach a decision, it may elect to conduct a hearing to receive such further evidence in accordance with Section 3 below.

The School Board's attorney, assistants, or representative, if he/she or they represented a participant in the prior proceedings, the grievant, the grievant's attorney, or representative and, notwithstanding the provisions of § 22.1-69 of the Code of Virginia, the Superintendent shall be excluded from any closed session of the School Board which has as its purpose reaching a decision on the grievance. However, immediately after a

decision has been made and publicly announced, as in favor of or not in favor of the grievant, the School Board's attorney or representative, and the Superintendent, may join the School Board in closed session to assist in the writing of the decision.

3. Hearing (if applicable). Should the Board vote to conduct a hearing, the Board shall provide written notice to the Superintendent and the grievant setting the date, time, and place of the hearing within thirty (30) days of the vote. The notice shall be provided to the grievant and Superintendent at least 15 days before the hearing and may also state the nature of the further evidence the Board wishes to receive. Both the grievant and the Superintendent may be represented by legal counsel or another representative at the hearing. The hearing before the School Board shall be private, unless the grievant requests a public hearing and the School Board shall establish the rules for the conduct of any hearing. Such rules shall include the opportunity for the grievant and the Superintendent to make an opening statement and to present all material or relevant evidence, including the testimony of witnesses and the right of all parties or their representatives to cross-examine the witnesses. Witnesses may be questioned by the School Board.

A stenographic record or audio ~~tape~~ recording of the proceedings shall be taken unless the grievant and the School Board agree otherwise. If the recording is not dispensed with, the two parties shall share the cost of the recording equally, and if either party requests a transcript, that party shall bear the expense of its preparation.

Otherwise, the grievant will bear his/her own expenses and the School Board will bear the expenses of the Superintendent. Witnesses who are employees of the School Board will be granted release time if the hearing is held during their working hours.

~~—4. Decision. Upon receipt of such notice, following a meeting with the Superintendent/Designee, the covered employee shall not have the right to a further meeting with the School Board. The School Board shall consider the appeal based on the record submitted by the employee and Superintendent.~~

- ~~2.~~—The School Board shall give the grievant its written decision within thirty ~~working~~ days after the School Board receives the grievance record from the Superintendent, or, if it elects to conduct a hearing, within thirty (30) days after the hearing. (Use Grievance Form GBMA-F4.) The decision of the School Board shall be reached based solely on ~~after considering~~ the written record and ~~such any further further~~ evidence ~~as the School Board may receive~~ receives at a hearing, if one is held.

~~should it so elect. Should the Board elect to receive further evidence, it shall give the grievant the opportunity to be present and to reply thereto.~~

- ~~3.—No person other than members of the School Board may participate in argument or the provision of further evidence to the Board in executive session; however, the evidence as the School Board may receive should it so elect. Should the Board elect to receive further evidence, it shall give the grievant the opportunity to be present and to reply thereto.~~

~~4. The decision of the School Board shall be based solely on the record and such further evidence as it may have elected to receive. The School Board shall give the grievant its written decision within thirty (30) days after receipt of the record from both parties.~~

5. The School Board shall retain its exclusive final authority over matters concerning employment and the supervision of its personnel. It may affirm, modify, or reverse the decision of the Superintendent/designee. The decision of the School Board is final.

GRIEVABILITY

- A. ~~Initial Determination of Grievability.~~ Decisions regarding whether a matter is grievable shall be made by the School Board at the request of the Superintendent or grievant. Such decisions shall be made within ten (10) days of such request. Such determination of grievability shall be made subsequent to the reduction of the grievance to writing and prior to any panel or Board hearing of the right to such determination shall be deemed to have been waived. Failure of the School Board to make such a determination within such a prescribed ten (10) day period shall entitle the grievant to advance to the next step as if the matter were grievable.
- B. ~~Appeal of Determination on Grievability.~~ Decisions of the School Board may be appealed to the circuit court having jurisdiction in the school division for a hearing on the issue of grievability.
- a. ~~Proceedings for a review of the decision of the School Board shall be instituted by filing a notice of appeal with the School Board within ten (10) days after the date of the decision and giving a copy of that to all other parties.~~
- b. ~~Within ten (10) days thereafter, the School Board shall transmit to the Clerk of the court to which the appeal is taken, a copy of its decision, a copy of the notice of appeal, and the exhibits. The failure of the School Board to transmit the record within the time allowed shall not prejudice the rights of the grievant. The court may, on motion of the grievant, issue a writ of certiorari requiring the School Board to transmit the records on or before a certain date.~~
- c. ~~Within ten (10) days of receipt by the Clerk of such record, the court, sitting without a jury, shall hear the appeal on the record transmitted by the School Board and such additional evidence as may be necessary to resolve any controversy as to the correctness of the record. The court may, in its discretion, receive such other evidence as the ends of justice require.~~
- d. ~~The court may affirm the decision of the School Board or may reverse or modify the decision. The decision of the court shall be rendered not later than five (5) days from the date of the conclusion of the court's hearing.~~

TIME LIMITATIONS

The right of any party to proceed at any step of this Part II grievance procedure shall be conditioned upon compliance with the time limitations and other requirements set forth in this procedure.

- A. ~~The failure of the covered employee to comply with all substantial procedural requirements, including initiation of the grievance and notice of appeal to the next step in the procedure, shall eliminate the employee's right to any further proceedings on the~~

~~grievance unless just cause for such failure can be shown.~~

~~B. The failure of the School Board or any supervisory employee to comply with all substantial procedural requirements without just cause shall entitle the grievant, at his option, to advance to the next step in the procedure or, at the final step, to a decision in his favor.~~

~~C. The determination as to whether the substantial procedural requirements of this Part II of the Procedure for Adjusting Grievances have been complied with shall be made by the School Board. In any case in which there is a factual dispute as to whether the procedural requirements have been met or just cause has been shown for failure to comply, the School Board shall have the option of allowing the grievant to proceed to its next step. The fact that the grievance is allowed to proceed in such case shall not prevent any party from raising such failure to observe the substantial procedural requirements at any further meeting involving the grievance.~~

SEPARABILITY

~~If any portion of this Part II of the Procedure for Adjusting Grievances, or the application thereof, shall be held invalid by a court of competent jurisdiction, the remainder of this procedure and the application thereof in all other circumstances where not expressly held invalid shall not be affected thereby.~~

PART III - GRIEVANCE

PROCEDURE FOR (Dismissal & Placement on Disciplinary Probations)

3.1 PURPOSE

This Part III of the Procedure for Adjusting Grievances adopted in accordance with the statutory mandate of 22.1-79(6) of the Code of Virginia is to provide an orderly procedure for the expeditious resolution of disputes involving the dismissal of covered employees who have completed a probationary period and placement on disciplinary probation. An equitable solution should be secured at the most immediate administrative level before any appeal through to the School Board. Nothing in this procedure shall be interpreted to limit the School Board's exclusive final authority over the management and operation of the school division, nor confer any property right not expressly made available by law or policy.

3.2 NOTICE TO EMPLOYEE OF DISMISSAL ACTION:

In the event the Superintendent/Designee takes action to dismiss a covered employee, written notice shall be sent to the employee in a manner or on forms prescribed by the School Board notifying him/her of the dismissal and informing the employee that within five (5) ~~working business~~ days after receiving the notice, the employee may request a meeting before the Superintendent or his/her Designee. (Use Grievance Form GBMA-F5.) ~~Disputes by a covered employee involving dismissal shall be processed in accordance with the procedures stipulated in Steps 1, 2, 3, and 4 of Part II except as noted below:~~

3.3 PRELIMINARY INFORMATION GATHERING

During the time between notice and the Step 1 meeting, the merits of the recommended action shall not be considered, discussed, or acted upon by the School Board. At the request of the covered employee, the Superintendent shall provide the reasons for the recommendation in writing, or if the covered employee prefers, in a personal interview. At the request of the employee, the Superintendent shall provide the employee or his representative with the opportunity to inspect and copy his/her personnel file and all other documents relied upon by the Superintendent in reaching his/her decision, unless confidential by law. Within ten (10) days of the request of the Superintendent, the employee shall provide the Superintendent the opportunity to inspect and copy the documents to be offered in rebuttal to the Superintendent's decision. The superintendent and the employee shall be under a continuing duty to disclose and produce any additional documents identified later that may be used in the respective parties' cases-in-chief. The cost of copying shall be paid by the requesting party.

3.4 GRIEVANCE PROCEDURE

Disputes by a covered employee involving dismissal or placement on disciplinary probation shall be processed as noted below.

During the fifteen (15) day period following the notice of dismissal or probation and thereafter, until the School Board holds its meeting at Step 2, the merits of the dismissal action by the Superintendent/Designee shall not be considered, discussed, or acted upon by the School Board except as may be provided for herein.

A. Step 1 -- ~~Informal~~ Superintendent/Designee:

1. Filing. Within fifteen (15) days of receiving notice of the recommendation of dismissal or probation, the covered employee may initiate a grievance by submitting Form GBMA-F6 to the Superintendent.
2. Meeting. A meeting shall be held within five (5) business days of the Superintendent's receipt of the form at a time and place designated by the Superintendent. Each party may be represented by an attorney or other representative and will have the opportunity to present witnesses and documents. At such meeting both the Superintendent and the employee shall be entitled to present witnesses and be accompanied by a representative who may, but need not, be an attorney. If the representative is an attorney, the employee must give advanced notice and agree to a meeting date when the School Board Attorney can attend. The Superintendent shall determine the propriety of attendance at the hearing of persons not having a direct interest in the hearing. At the discretion of the Superintendent/designee, the hearing may be reopened for good cause shown, at any time to hear after-discovered evidence before the Superintendent/designee's decision is delivered.
3. Recording and Costs. A stenographic record or audio recording of the meeting may be created. The recording may be dispensed with entirely by mutual consent of the parties. If the recording is not dispensed with, the two parties shall share equally the cost of the recording and the Superintendent/designee shall determine whether to create a stenographic or audio recording. If either party requests a transcript, that party shall bear the expense involved in preparing it. If the recording is dispensed with, but the matter is appealed to the School Board, each party must prepare a written record of their case for the School Board's consideration.

The covered employee shall bear his/her own expenses. The School Board shall bear the expenses of the Superintendent. Witnesses who are employees of the School Board shall be granted release time if the meeting is held during the school day. The meeting shall be held at a site designated by the Superintendent/Designee.

4. Decision. If the grievance is not resolved at the meeting, the Superintendent/Designee shall provide a decision in writing within five (5) business days following such meeting. ~~-(Use Grievance Form GBMA-F-7--)~~

~~During such fifteen (15) working day period and thereafter until a grievance is appealed to the School Board in accordance with the provisions herein, if one is requested by the covered employee, the merits of the dismissal action by the Superintendent/Designee shall~~

~~not be considered, discussed, or acted upon by the School Board except as may be provided for herein.~~

~~At the request of the covered employee, the Superintendent/Designee shall at his/her discretion provide either a written summary of the issues, if any, leading up to the dismissal action or, present to the employee an oral summary in a personal interview. Such request must occur within the ten (10) working days, and the employee is free to make or not make such a request. Nothing herein shall be interpreted or construed as requiring cause for dismissal of any employee.~~

~~B. — Step 2 Superintendent/Designee. See Part II for procedural details. (Use Grievance Forms GBMA F6 and GBMA F7.) Unless otherwise stipulated by the Superintendent, the designee will be the Assistant Superintendent for Support Services.~~

~~Upon request of the grievant and approval of the Superintendent, this step, except for the requirement to file the grievance on time, may be waived and the grievant may proceed to Step 3.~~

~~BC. Step 23 -- School Board Superintendent. See part II for procedural details. (Use Grievance Forms GBMA-F7 and GBMA-F8.)~~

~~In Part III grievance disputes involving dismissal, a stenographic record or tape recording of the proceedings shall be taken, and the record or recording of the proceedings as determined by the Superintendent shall be made and preserved for a period of six months. If either the covered employee or the School Board requests that a transcript of the record or recording be made at any time prior to expiration of the six-month period, it shall be made and copies shall be furnished to both parties. The School Board shall bear the expense of the recording and the transcription.~~

~~1. D. Step 4 -- Decision by the School Board. See part II for procedural details. (Use Grievance Forms GBMA-F8 and GBMA-F9.)~~Filing. If the grievance is not resolved to the satisfaction of the employee in Step 1, the employee may request a decision by the School Board pursuant to Step 2 by filing a written notice of appeal (Grievance Form GBMA-F7) in the Superintendent's office within five (5) business days after receipt of the decision as required in Step 1 or the due date thereof. The Superintendent/Designee shall provide a copy of the grievance record, including any transcript of the Step 3 meeting, to the School Board and the employee on the date of the Board's next regularly scheduled meeting. Within five (5) days of this meeting date, the employee and the Superintendent may, if desired, submit written statements to the Board clerk summarizing their positions on the grievance for the Board's consideration.

2. Record Review and Option for Hearing. At the next regularly scheduled meeting following the School Board's receipt of the grievance record from the Superintendent, the Board shall review the grievance record in a closed session and deliberate on whether to affirm, modify, or reverse the decision of the Superintendent/Designee. If, after deliberation, the Board determines that it requires further evidence to reach a decision, it may elect to conduct a hearing to receive such further evidence in accordance with Section 3 below.

The School Board's attorney, assistants, or representative, if he/she or they represented a participant in the prior proceedings, the grievant, the grievant's attorney, or representative and, notwithstanding the provisions of § 22.1-69 of the Code of Virginia, the Superintendent shall be excluded from any closed session of the School Board which has as its purpose reaching a decision on the grievance. However, immediately after a decision has been made and publicly announced, as in favor of or not in favor of the grievant, the School Board's attorney or representative, and the Superintendent, may join the School Board in closed session to assist in the writing of the decision.

3. Hearing (if applicable). Should the Board vote to conduct a hearing, the Board shall provide written notice to the Superintendent and the grievant setting the date, time, and place of the hearing within thirty (30) days of the vote. The notice shall be provided to the grievant and Superintendent at least 15 days before the hearing and may also state the nature of the further evidence the Board wishes to receive. Both the grievant and the

Superintendent may be represented by legal counsel or another representative at the hearing. The hearing before the School Board shall be private, unless the grievant requests a public hearing and the School Board shall establish the rules for the conduct of any hearing. Such rules shall include the opportunity for the grievant and the Superintendent to make an opening statement and to present all material or relevant evidence, including the testimony of witnesses and the right of all parties or their representatives to cross-examine the witnesses. Witnesses may be questioned by the School Board.

A stenographic record or audio ~~tape~~ recording of the proceedings shall be taken and the record or recording of the proceedings as determined by the Superintendent shall be made and preserved for a period of six months. If either the covered employee or the School Board requests that a transcript of the record or recording be made at any time prior to expiration of the six-month period, it shall be made and copies shall be furnished to both parties. The School Board shall bear the expense of the recording and the transcription.

Otherwise, the grievant will bear his/her own expenses and the School Board will bear the expenses of the Superintendent. Witnesses who are employees of the School Board will be granted release time if the hearing is held during their working hours.

4. Decision. The School Board shall give the grievant its written decision within thirty (30) days after the School Board receives the grievance record from the Superintendent, or, if it elects to conduct a hearing, within thirty (30) days after the hearing. (Use Grievance Form GBMA-F-8—.) The decision of the School Board shall be reached based solely on the written record and any further evidence the School Board receives at a hearing, if one is held.

The School Board shall retain its exclusive final authority over matters concerning employment and the supervision of its personnel. It may affirm, modify, or reverse the decision of the Superintendent/designee. The decision of the School Board is final.

Time Limitations

~~The right of any party to proceed at any step of the grievance procedure shall be conditioned upon compliance with the time limitations and other requirements set forth in this grievance procedure.~~

- ~~A. The failure of the grievant to comply with all substantial procedural requirements shall terminate the grievant's right to any further proceedings on the grievance unless just cause for such failure can be shown.~~
- ~~B. The failure of the School Board or of any supervisory employee to comply with all substantial procedural requirements without just cause shall entitle the grievant, at his/her option, to advance to the next step in the procedure or, at the final step, to a decision in his favor.~~

~~C. The determination as to whether the substantial procedural requirements of this Part III of the Procedure for Adjusting Grievances have been complied with shall be made by the School Board. In any case in which there is a factual dispute as to whether the procedural requirements have been met or just cause has been shown for failure to comply, the School Board shall have the option of allowing the grievance to proceed to its next step. The fact that the grievance is allowed to proceed in such case shall not prevent any party from raising such failure to observe the substantial procedural requirements at any further meeting involving the grievance.~~

Separability

~~If any portion of this Part III of the Procedure for Adjusting Grievances, or the application thereof, shall be held invalid by a court of competent jurisdiction, the remainder of the procedure and the application thereof in all other circumstances where not expressly held invalid shall not be affected thereby.~~

Adopted: July 1, 1993
Amended: December 8, 1997; July 8, 2004
Reviewed: July 8, 2004

~~FORMS FOR PROPOSED DISMISSAL OR PLACEMENT ON DISCIPLINARY PROBATION OF
CLASSIFIED STAFF IN ALBEMARLE COUNTY PUBLIC SCHOOLS~~

~~Enclosed herein are the necessary forms for proposed dismissal proceeding or placement
on disciplinary probation of classified staff as prescribed in Part III of the Procedure for
Adjusting Grievances for School Board Employees in Accordance with 22.1-79.6.~~

~~The grievant is advised to become familiar with the procedure for adjusting grievances.
Special emphasis should be given to the procedural steps.~~

~~Adopted: December 8, 1997~~

~~Reviewed: July 8, 2004~~

Part II Grievance Form, Step 2

~~GRIEVANCE FORM GBMA-F1~~
~~FOR ADJUSTING CLASSIFIED STAFF GRIEVANCES~~

STATEMENT OF GRIEVANCE
TO BE PRESENTED TO PRINCIPAL/SUPERVISOR

(Must be filed within 15 business days of the event giving rise to the grievance or when the grievant knew or reasonably should have known about the event)

STEP 2

Please print or type all information.

Name of Grievant: _____ Date Filed: _____

School/Department: _____ Date Filed: _____

Principal/Immediate Supervisor: _____

Grievant's Representative: _____

Cite the ~~suspension, written reprimand, demotion, disciplinary probation, act of reprisal or discrimination~~ action being grieved (see definition of "Grievance"); give date you knew or reasonably should have known of its occurrence: _____

÷ _____

Statement of grievance: _____

Specific relief requested: _____

Why do you disagree with the action taken and previous response? _____

Grievant's Signature: _____ Date Signed: _____

Representative's Signature: _____ Date Signed: _____

~~GRIEVANCE FORM GBMA-F2~~ Part II Grievance Form, Step 2 Decision

~~FOR ADJUSTING CLASSIFIED STAFF GRIEVANCES~~

PRINCIPAL'S/DEPARTMENT HEAD'S ~~SUPERVISOR'S~~ DECISION

TO BE PRESENTED TO GRIEVANT

(Must be provided to the grievant within 5 business days of the Step 2 meeting)

~~STEP 2~~

Please print or type all information.

Name of Grievant: ~~;~~ _____

Date Grievance Received: _____

Decision of Principal/Supervisor/Designee: _____

OR

- ☐ Not accepted/individual is not a covered employee.
☐ Not accepted for failure to comply with time limitations.

~~☐ The issue is not a grievable issue.~~

~~☐ I lack the authority to grant the relief requested.~~

Signature of Principal/Supervisor/Designee: _____

Date Signed: _____

To Be Completed ~~ed~~ by the Grievant and filed with Human Resources:

~~;~~

Is the above decision acceptable?

Check one: ☐ YES ☐ NO

If no, grievant hereby appeals this decision to Step 3, Superintendent's Level.

I, the grievant, disagree with the action taken and the previous response because

_____ -.

~~[Signed form is to be sent to the Superintendent.]~~

Grievant's Signature: _____ Date Signed: _____

Representative's Signature: _____ Date Signed: _____

~~GRIEVANCE FORM GBMA-F3~~
~~FOR ADJUSTING CLASSIFIED STAFF GRIEVANCES~~ Part II Grievance Form, Step 3

SUPERINTENDENT'S DECISION
TO BE PRESENTED TO GRIEVANT

(Must be provided to the grievant within 5 business days of the Step 3 meeting)

STEP 3

Please print or type all information.

Name of Grievant: _____

Date appeal Received: _____

Decision of Superintendent/Designee: _____

OR

- ☐ Not accepted/individual is not a covered employee.
☐ Not accepted for failure to comply with time limitations.
☐ ~~The issue is not a grievable matter.~~
☐ ~~I lack the authority to grant the relief requested.~~

Signature of Superintendent/Designee: _____

Date Signed: _____

To Be Completed by the Grievant and Filed with the Superintendent's Office ~~Human~~
Resources:-

Is the above decision acceptable?

Check one: ☐ YES ☐ NO

I hereby appeal this decision. I disagree with the action taken and the previous response for the reason(s) cited below. Support documentation is attached.

Grievant's signature: _____ Date Signed: _____

Representative's Signature: _____ Date Signed: _____

~~GRIEVANCE FORM GBMA-F4~~
~~FOR ADJUSTING CLASSIFIED STAFF GRIEVANCES~~ Part II Grievance Form, Step 4

~~RESPONSE TO REQUEST FOR~~ DECISION BY THE SCHOOL BOARD
TO BE PRESENTED TO GRIEVANT

(Must be sent to the grievant within 30 calendar days of receiving the grievance record or the Step 4 hearing, if a hearing is conducted)

~~DECISION BY THE SCHOOL BOARD~~
~~STEP 4~~

Please print or type all information.

Name of Grievant: _____

Date Grievance Filed: _____

Check one:

☐ Grievance denied (the Step 3 decision is affirmed) ~~previous response stands.~~

☐ Grievance approved. If approved, check appropriate box below: ~~—~~

☐ as requested by employee

☐ as modified by the following description:

☐ ~~Other decision:~~ _____

Signature of School Board Chair~~man~~: _____

Date Signed: _____

~~FORMS FOR PROPOSED DISMISSAL OR PLACEMENT ON DISCIPLINARY PROBATION OF
CLASSIFIED STAFF IN ALBEMARLE COUNTY PUBLIC SCHOOLS~~

~~Enclosed herein are the necessary forms for proposed dismissal proceeding or placement
on disciplinary probation of classified staff as prescribed in Part III of the Procedure for
Adjusting Grievances for School Board Employees in Accordance with 22.1-79.6.~~

~~The grievant is advised to become familiar with the procedure for adjusting grievances.
Special emphasis should be given to procedural steps.~~

Part III Form ~~GRIEVANCE FORM GBMA-F5~~
~~FOR ADJUSTING CLASSIFIED STAFF GRIEVANCES~~

NOTIFICATION

NOTICE OF DISMISSAL/PLACEMENT ON PROBATION -ACTION

Date: _____

Name of Employee: _____

School/Department: _____

The Superintendent herein notifies you that you are dismissed from your position as _____ [OR: you are being placed on probation for a period of 1 year]. At your request, the Superintendent/Designee will summarize the ~~Issues leading up to~~ reasons for this action ~~will be provided to you at your request in~~ in a personal interview, or in writing, whichever you prefer. -

Should you wish to file a grievance regarding this decision, you must file Grievance Form GBMA-F6 within 15 days of receiving this notice.

~~Your request must be made within three (3) working days and must be responded to within two (2) working days to be completed within a five (5) working day limit of this notice. The Superintendent/Designee shall decide to respond orally or in writing.~~

Enclosed, for your information, is a copy of the policy, regulation, procedures, and forms related to this notification.

Signature of Superintendent/Designee

Part III Grievance Form, Step 1 ~~GRIEVANCE FORM GBMA-F6~~
~~FOR ADJUSTING CLASSIFIED STAFF GRIEVANCES~~

STATEMENT OF GRIEVANCE
TO BE PRESENTED TO SUPERINTENDENT/DESIGNEE

(Must be filed with Human Resources within 15 days of receiving the notice
of recommendation of dismissal or placement on probation)

STEP 2

Please print or type all information.

Name of Grievant: _____ Date Filed: _____

School/Department: _____ Job Title: _____

Principal/Immediate Supervisor: _____

Grievant's Representative: _____

Date of Dismissal/Probation -Notice: _____

Statement of Grievance: _____

Specific relief requested: _____

Why do you disagree with the action taken and previous response? _____

Grievant's signature: _____ Date Signed: _____

Representative's Signature: _____ Date Signed: _____

|

Part III Grievance Form, Step 1 Decision

~~GRIEVANCE FORM GBMA-F7~~
~~FOR ADJUSTING CLASSIFIED STAFF GRIEVANCES~~

SUPERINTENDENT/DESIGNEE DECISION

TO BE PRESENTED TO GRIEVANT

(Must be provided to the grievant within 5 business days of the Step 1 meeting)

STEP 2

Please print or type all information.

Name of Grievant: _____

Date Grievance Received: _____

Decision of ~~Principal~~/Superintendent/Designee:

OR

- ☐ Not accepted/individual is not a covered employee.
☐ Not accepted for failure to comply with time limitations.

Signature of Superintendent/Designee: _____

Date Signed: _____

To Be Completed by Grievant and filed with the Superintendent's Office:-

Is the above decision acceptable?

Check one: ☐ Yes ☐ No

If no, grievant hereby appeals this decision to Step ~~3, Superintendent's level~~ 2, School Board level.

I disagree with the action taken and the previous response because _____

~~[Signed form must be sent to Superintendent.]~~

Grievant's Signature: _____ Date Signed: _____

Representative's Signature: _____ Date Signed: _____

File: ~~GBMA F8~~

~~GRIEVANCE FORM GBMA F8
FOR ADJUSTING CLASSIFIED STAFF GRIEVANCES
SUPERINTENDENT'S LEVEL
DECISION TO BE PRESENTED TO GRIEVANT
STEP 3~~

~~Please print or type all information.~~

~~Name of Grievant: _____~~

~~Date appeal Received: _____~~

~~Decision of Superintendent/Designee:~~

~~☐ Decision: _____~~

~~_____
_____~~

~~OR~~

~~☐ Not accepted/individual is not a covered employee.~~

~~☐ Not accepted for failure to comply with time limitations.~~

~~Signature of Superintendent/Designee: _____~~

~~Date Signed: _____~~

~~To Be Completed by Grievant.~~

~~Is the above decision acceptable?~~

~~Check one: ☐ Yes ☐ No~~

~~If no, grievant hereby appeals this decision.~~

~~I disagree with the action taken and the previous response for the reasons cited below.~~

~~Support documentation is attached. _____~~

~~_____
_____~~

~~Grievant's Signature: _____ Date Signed: _____~~

~~Representative's Signature: _____ Date Signed: _____~~

~~GRIEVANCE FORM GBMA-F9~~
~~FOR ADJUSTING CLASSIFIED STAFF GRIEVANCES~~ Part III Grievance Form, Step 2 Decision

~~SCHOOL BOARD LEVEL~~
DECISION BY THE SCHOOL BOARD
TO BE PRESENTED TO GRIEVANT

(Must be sent to the grievant within 30 calendar days of receiving the grievance record or the Step 2 hearing, if a hearing is conducted)

~~STEP 4~~

Date: _____

~~Please print or type all information.~~

Name of Grievant: _____

Date Grievance Filed: _____

Check one:

☐ Grievance denied ~~(~~the Step 1 decision is affirmed).

~~previous response stands.~~

☐ Grievance approved. If approved, check appropriate box below: ~~—~~

☐ as requested by employee

☐ as modified by the following description

☐ ~~Other decision:~~ _____

Signature of School Board Chair~~r~~man: _____

Date Signed: _____