

# Collective Bargaining Agreement

Ridgeline Montessori Public Charter School

And

Eugene Charter School Professionals, AFT, AFL-CIO

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## **Article 1 – Recognition**

Ridgeline Montessori Public Charter School, hereinafter referred to as the Employer, recognizes the Eugene Charter School Professionals, AFT, AFL-CIO, hereinafter referred to as the Union, as the sole and exclusive bargaining representative, as certified by the Oregon Employment Relations Board, on wages, hours and other conditions of employment for all full-time and regular part-time employees. Such recognition excludes supervisors and confidential employees as defined by ORS 243.650 and substitutes.

## **Article 2 – Union Rights**

### **A. Union Security**

1. **Dues Deduction and Fair Share:** Upon written authorization from the employee, the Employer will deduct Union dues, fees and assessments from the employee's regular paycheck. The amount to be deducted shall be certified by the Union to the Employer. All employees covered by the terms and conditions of this Agreement shall become members of the Union or make payments in lieu of dues (fair share payments) to the Union.
2. **Dues Remittance:** The sum of all monies so deducted shall be remitted to the Union within seven (7) days of the date the payroll is paid together with a list of employees from whom the deductions were made and the amount deducted from each.
3. **Changes to Dues:** The Union will notify the Employer at least thirty (30) days in advance of the effective date of any changes in the amount of Union dues and fees to be deducted.
4. **Voluntary Contributions to AFT-Oregon Political Action Fund:** The Employer, upon written authorization from the employee, will deduct voluntary contributions from the employee to the AFT-Oregon Political Action Fund from the employee's regular paycheck. The amount to be deducted shall be that amount designated by the employee in their voluntary written authorization. The sum of all monies so deducted shall be remitted to the Union as soon as possible after the payroll is paid together with a list of employees from whom the voluntary contributions are deducted and amount deducted from each.
5. **Information:** By the end of the first pay period of each school year, the Employer will provide the Union a list of all employees covered by this agreement, including address, phone number, job title, and e-mail addresses when available. The Employer will provide the Union monthly updates of all changes regarding the above referenced employee list.
6. **Indemnification:** The Union agrees to hold the Employer harmless against any and all claims, suits, orders or judgments brought against the Employer as a result of the provisions of this section provided the Employer has notified the Union in a timely manner of any potential claim or suit.

## **B. Rights and Responsibilities of Union Representatives**

1. Facilities and Equipment: The Union and its representatives may use the Employer's facilities and equipment including telephones, copy machines, computers and fax machines during non-instructional time and when the facilities and equipment are not in use by the Employer. The Union agrees to pay costs of all materials and supplies related to such use and for any repairs and long distance charges necessary because of such use.
2. Bulletin Boards, Mail Boxes and Email System: The Union and its representatives may have a designated bulletin board and use of the Employer's email system and mail boxes for the purpose of communicating with employees. The Union shall abide by the Employer's acceptable use policies, if any exist, when using the Employer's email system and mail boxes.
3. New Employee Orientation: The Employer shall provide the Union with an opportunity to address new employees at a mutually agreeable time during their orientation period.

### **Article 3 – Management Rights**

The Board of Directors retains all of the customary, usual, and exclusive rights decision-making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the charter school. The rights of the employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement, and the Employer retains all the prerogatives, functions and rights not specifically limited by the terms of this Agreement.

## **Article 4 – Probation Period**

### **A. Probation Period for Classified Employees and Specialists**

The probation period for classified employees and specialists shall be the first nine (9) months of employment, excluding the summer break.

### **B. Probation Period for Teachers**

The probation period for teachers shall be the first three (3) years of employment in accordance with state statute. A probationary teacher whose contract will not be renewed the following year will be notified in accordance with state statute, however, a failure to notify the teacher shall not be a reason for overturning the non-renewal.

### **C. Non-renewal of Specialist**

The Employer may decide not to renew the contract of Specialist without having to meet the requirements provided under Article 5.

## **Article 5 – Discipline and Discharge**

No employee who has completed his or her probation period shall be disciplined or discharged by the employer without just cause.

### **A. Progressive Discipline**

The concepts of progressive discipline and the prohibition of disparate treatment by an administrator are to be applicable. Progressive discipline will generally include the following steps:

1. Written Reprimand
2. Suspension
3. Termination

### **B. Investigative and Disciplinary Conferences**

Disciplinary action shall not be based on hearsay or anonymous complaints or taken without first holding a conference with the employee to determine the facts of the incident.

### **C. Confidentiality**

No employee shall be reprimanded publicly. When imposing discipline or giving reprimands, warnings or criticisms, confidentiality shall be maintained at all times. This shall not unduly restrict communication between managerial employees who have a need to know.

### **D. Rebuttals to Disciplinary Action**

Employees shall be permitted to submit a rebuttal to any disciplinary action. That rebuttal shall be attached to the letter of disciplinary action and shall be placed in the employee's personnel file.

## **Article 6 – Rights of Employees**

### **A. Academic Freedom**

Every Ridgeline employee is protected under the First Amendment of the Constitution of the United States. Public school teachers in particular are held to a unique degree and type of accountability under the First Amendment as delineated in federal and state statute and case law.

### **B. No Discrimination**

The Union and the Board of Directors affirm their adherence to the principles of free choice and agree that the provisions of this Agreement shall be applied without discrimination against any employee conversed by this Agreement because of age, race, gender, sexual orientation, national origin, membership or non-membership in the Union.

### **C. Complaints**

If a complaint is received which, in the Employer's judgment, warrants investigation, such investigation shall be done in a timely manner. If the Employer determines that the matter warrants discussion with the employee, such discussion will be held within two (2) working days following such determination unless it is impractical to do so because of the absence of an involved party.

The employee shall be entitled to representation in any formal meeting or hearing at which the employee's presence is required for the purpose of investigating a matter that could reasonably result in disciplinary action being taken against the employee.

When a complaint is placed in the file the employee shall receive a copy and shall be given the opportunity to attach a written statement regarding the matter.

## **Article 7 – Personnel File**

### **A. One File**

There shall be one official personnel file for every employee.

### **B. Access**

An employee shall have the right upon request and by appointment to review the contents of his or her personnel file. Each employee shall have the right, upon request, to reproduce any contents of the personnel file at no charge. A representative of the Union may, at the request of the employee, accompany the employee in such reviews and may, upon written authorization by the employee, review and reproduce any contents of his or her personnel file.

### **C. Notice**

No negative or derogatory material shall be placed in an employee's personnel file if it has not been shown to the employee and if the employee has not been given a copy of such material. No official grievance filed by an employee shall be placed in the personnel file of the employee. The employee shall have the right to respond to any item(s) to be placed in his or her personnel file and have the response attached to such item.

### **D. Confidentiality**

Except as required by law, no one other than administrative personnel shall have access to an employee's personnel file without the prior consent of the employee.

## **Article 8 – Professional Evaluation Process**

The Employer agrees to follow the procedures for employee evaluation covered in the current employee handbook. The Employer will confer with the Union President or designee prior to making any changes to the employee evaluation process.

**Article 9 – Professional Development**

The Employer and the Union recognize that professional development of employees is both a personal and institutional responsibility.

**Article 10 – Grievances**

The grievance procedure is attached to this Agreement as Appendix B and by reference incorporated herein.

## **Article 11 – Reduction in Force**

### **A. Consultation Prior to RIF**

In the event that the Employer determines that a reduction in force may be necessary, it will notify the Union and the parties will meet to discuss possible alternatives to a reduction in force (RIF).

### **B. RIF Process**

1. If the Employer determines the need for a reduction in force, written notice of not less than thirty (30) days shall be provided to employees to be laid off and to the Union. The Employer reserves the right to determine positions to be eliminated.
2. Teacher and Instructional Assistant RIFs will be based on experience and qualifications applicable to the respective job descriptions. If two employees have equal qualifications and experience and there will not be a significant disruption to the continuity of the program, then seniority shall prevail.

### **C. Recall Process**

Employees will be recalled from a RIF based on the same process contained in section B2. Employees will be notified of an open position by certified mail, return receipt, sent to the last address given by the employee to the Employer. The employee will have ten (10) days from the receipt of such notice to notify the Employer of the employee's intention to return to the School. The employee shall have twenty (20) days from the receipt of such notice to return to work. Failure of the employee to respond within the time specified herein shall terminate the employee's right to recall.

An employee's recall rights shall not be affected by acceptance or rejection of a recall offer to a position with fewer hours than the position from which the employee was laid off. Layoff status shall automatically terminate twenty-four (24) months after the effective date of the layoff for licensed staff and twelve (12) months for classified staff.

## **Article 12 – Vacancies**

### **A. Notice of Vacant Position**

Vacancies shall be posted for five (5) working days.

### **B. Consideration**

When the Employer determines that a vacancy exists current qualified employees may apply and shall be considered and interviewed for the position.

### **C. Pay Rate**

If a current employee is offered and accepts the new position and that position's pay is different from the previous position then the pay rate will change when the new assignment begins.

## **Article 13 – Salary**

### **A. General Conditions**

1. **Initial Placement:** All employees shall be placed on the salary schedule at their current rate of pay. No employee's rate of pay will be reduced as a result of this agreement.
2. **Step Increases:** The Employer and the Union agree to step freeze that will end on June 30, 2010. Step movements shall occur on July 1 for eligible employees who have been employed before February 1 of the previous year.
3. **Horizontal Advancement:** Employees shall advance horizontally to a higher salary lane when they provide evidence that they have met the degree and college credits required pursuant to this Agreement. Upon providing such evidence to the Employer by June 1<sup>st</sup>, the employee's pay shall be increased at the beginning of the employee's next contract year.
4. **New Hires:** New employees shall not be hired at a salary exceeding the salary received by incumbent employees with the same experience and academic credentials. At the discretion of the Employer newly hired licensed employees shall receive up to 4 years of credit on the salary schedule for previous comparable experience (the teacher will be placed on step 5). Classified employees shall receive up to 2 years of credit on the salary schedule for previous comparable experience (the classified employee will then be placed on step 3).
5. **Temporary Employees:** The Employer may employ a temporary employee for up to one year to replace an employee on leave of absence. Such temporary employee shall be informed at the time of hire that the employee is being employed for a specific duration. A temporary employee shall be eligible for the contractual pay applicable to the position and the other terms and conditions of the Agreement. Temporary employees do not accrue seniority, but should a temporary employee subsequently become a regular employee, his/her seniority shall include his/her temporary employee service.

### **B. Salary Schedules**

See attached salary schedule in Appendix A for 2009-10. For school year 2010-11, should either party wish to negotiate over matters related to compensation for the following year, the parties shall commence bargaining by February 28, 2010. Written notice of the desire to negotiate regarding compensation shall be given to the other party by January 15, 2010.

### **C. Special Compensation**

Any special compensation such as premium pay for special assignments, substitute pay for Instructional Assistants replacing Teachers or any other program currently in effect shall remain in effect.

## **Article 14 – Calendar, Overtime and Lunch Breaks**

### **A. Licensed Employees**

The calendar for licensed employees (teachers) will consist of 191 contract days, including five (5) paid holidays. The standard work day will consist of eight (8) hours with a thirty (30) minute duty free lunch.

### **B. Classified Employees**

1. Instructional Assistants will work 187 days including five (5) paid holidays.
2. Reading Support Assistant will work 182 days including five (5) paid holidays.
3. Community School Coordinator will work 186 days including five (5) paid holidays.
4. Bookkeeper will work 219 days including six (6) paid holidays.

### **C. Overtime for Classified Employees**

Classified employees will be compensated at the rate of one and one half (1 ½) times the rate for the job worked for all hours worked beyond forty (40) hours in the established work week (seven [7] day period). Such payment may, at the Employer's discretion, will be in the form of money or compensatory time off. For the purpose of this Article shall be five (5) consecutive work days.

### **D. Classified Lunch Breaks**

Classified employees working five (5) hours or more per day shall take an unpaid thirty (30) minute lunch break each day.

### **E. Flexing Hours**

Employees may flex their hours so long as duties are met and Administration has been informed.

## **Article 15 – Fringe Benefits**

- A.** Effective October 1, 2009 employees who received contributions toward insurance from the Employer during the 2008-09 plan year, shall have health insurance coverage during the 2009-10 plan year. Licensed employees will receive life and long term disability insurance in addition to the amount listed below (average monthly cost per employee is \$50.00). Out of pocket costs by employee groups shall be:

1. Licensed

Employee only = \$85

Employee/spouse or employee/dependent = \$100

Family = \$110

2. Classified

Employee = \$54 (does not include additional costs for dental coverage)

Employee premium co-payments shall not increase during the 2009-10 plan year. However, premium co-pays may increase as a result of employees having elected coverage for dependents or spouses.

- B.** All new hires (licensed and classified) who work at least six (6) hours per day shall be eligible for the corresponding insurance contribution by the employer.
- C.** The Employer and the Union will consult concerning any adjustments to the insurance benefits. It is in the interests of the Employer and the Union to provide insurance benefits that are essentially equivalent to those provided during the 2008-09 plan year.
- D.** Employer contributions for fringe benefits shall be remitted by the Employer to the appropriate carrier(s), monthly.
- E.** Licensed employees receiving pay in lieu of insurance will no longer receive such pay effective September 1, 2009. In addition they will be ineligible to take the Ridgeline offered health insurance unless they can prove loss of health insurance from their current provider. The purpose of eliminating this program was to alleviate the increases in insurance premium rates for 2009-10 and beyond.
- F.** If the School is not awarded the State of Oregon D.O.E. Charter School Dissemination Grant then employee out of pocket will increase to cover cost in excess of item E. above.

## **Article 16 – Sick Leave, Personal Days and Sick Leave Bank**

- A.** Employees shall contact their supervisor or designee at least one (1) hour before work when they are unable to report to work. An employee shall be granted leave with full pay for personal illness or the illness of a family member at the rate of one day per month of the year the employee works. An employee may accumulate up to 720 hours of sick leave. For the purpose of this Article, “days” shall mean the number of hours the employee is normally scheduled to work (i.e., ½ time = 4 hours, 2/3 time = 6 hours, etc.)
- B.** Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement shall be subjected to disciplinary action in accordance with the article of the contract related to discipline and discharge.
- C.** A doctor’s certification of employee illness may be required by the Employer after an employee has been absent for five (5) consecutive days.
- D.** Two (2) personal days per year are granted for those times when leave is desired for personal commitments.

  - 1. A satisfactory explanation must be given if the leave day requested falls on a day immediately preceding or following breaks, national holidays, of vacation periods.
  - 2. Leave days taken at other times shall require no explanation. Such leaves may be taken in two (2) hour blocks.
- E.** The sick leave bank policy currently in effect shall remain in effect for the duration of this Agreement.

## **Article 17 – Other Leaves of Absence**

### **A. Jury Duty**

An employee shall be granted leave with pay for service upon a jury provided, however, that the compensation paid to such an employee for the period of leave shall be reduced by the amount of compensation received by the employee for such jury service, and upon being excused from jury service during any day, an employee shall immediately call the supervisor and advise the supervisor of the employee's availability to return to work. If subpoenaed to report on an Employer related issue, that the employee is not involved in promoting against the Ridgeline Board of Directors or Administration, then the employee will be paid for actual hours served.

### **B. Leave for Birth or Adoption of a Child**

An employee shall be allowed an unpaid leave of absence for a period not to exceed one (1) year for the purpose of caring for a natural or adopted child. The application shall be made at least sixty (60) days prior to the effective date of such leave or as soon as practicable. The employee shall make all reasonable efforts to include the dates of the requested leave in the application for leave.

### **C. Medical Leave**

An employee who has exhausted their FMLA and/or OFLA leave and is unable to return to work because of a serious health condition, shall have their leave extended up to the end of the school year or the employee's contract year whichever is longer. At the conclusion of the employee's medical leave, the employee may request an extension.

### **D. Work Related Disabilities**

Employees who are unable to work as a result of a bona fide job related disability and who have exhausted accrued sick leave shall be considered on leave without pay for up to nine (9) months following the exhaustion of such paid leave. The employee may continue under the Employer's insurance programs provided that the employee reimburses the Employer each month for the premiums paid on the employee's behalf.

### **E. Education Leave**

Upon approval from the Board of Directors, an employee, who has worked for the Employer for at least five (5) consecutive years, may be allowed up to twelve (12) months leave without pay for the purpose of continuing their education as it pertains to Ridgeline. Employees requesting education leave must apply to the Board of Directors and may attach one or more letters of recommendation to

their request. Employees on leave must notify the principal administration by March 15<sup>th</sup> of their intent to return the following year.

#### **F. Return from Leave**

An employee, upon return from leave, will be placed in the same, or as close as possible to the same position as he/she left, in accordance with the Agreement in force at the time of his/her return. The time on leave, if more than half of the normal work year for the employee, shall not be counted as an increment step. Upon his or her return from leave the employee is entitled to any of the benefits of the contract then in force and there shall be no loss of benefits previously accrued, not including any paid sick or personal leave utilized concurrently with said leave. Upon return from leave and if appropriate, the Employer may request that the employee provide a physician's certification that they are able resume their job duties.

#### **G. Coordination with State and Federal Leave Laws**

The provisions of this Agreement are not intended to diminish or reduce the rights or benefits that any employee may be entitled to under State or Federal leave laws including but not limited to OFLA, FMLA, injured work leave, and military leave.

## **Article 18 – Hazardous Weather & Emergencies**

When extreme or hazardous weather or other emergency circumstances result in the closing of the school the following general rules will apply.

### **A. Full-Day School Closure**

When extreme or hazardous weather or other emergency circumstances cause a full-day closure, employees will not be required to report for work and shall not suffer a loss of pay. Should the Board of Directors decide to increase the length of the school year by the number of days that were cancelled as a result of a school closure, employees will not receive additional compensation.

### **B. Delayed Starts**

When extreme or hazardous weather or other emergencies causes a delay of the regular start time, employees will be required to arrive thirty (30) minutes prior to the adjusted start time and shall not suffer a loss of pay because of the delayed start. If special arrangements need to be made for safety reasons an administrator should be notified.

### **C. Other Conditions**

If school is being held as normal and an employee is faced with extreme or hazardous weather, a personal leave day may be used.

## **Article 19 – Healthy and Safe Working Conditions**

### **A. Safe Conditions**

The Employer will comply with all workplace and safety requirements of state and federal law and regulations. Employees with concerns about health or safety should present those concerns to the employee's Supervisor, and to the School safety committee. No employee shall be required to take an action that places the employee in physical danger.

### **B. First Aid and CPR Cards**

Employees who are required to have a First Aid or CPR card will have all costs incurred paid by the Employer.

### **C. Workers Compensation**

All employees shall be covered by workers' compensation insurance. In the event of an accident, he or she shall immediately notify supervisor. The Employer shall provide all proper forms for filing a workers compensation claim. An employee on workers' compensation may utilize paid leave in conjunction with such benefits.

## **Article 20 – Miscellaneous Conditions**

### **A. Fingerprinting and Criminal Records Checks**

During the life of this agreement, the Employer will reimburse 100% of the employee cost for the required fees.

### **B. Mileage**

Employees who are requested to use their personal vehicle for travel on behalf of the Employer shall be reimbursed at 40 cents per mile if the employee submits a mileage reimbursement request within 30 days of requested personal vehicle usage.

**Article 21 – No Strikes/ No Lockouts**

- A.** The Union and its members will not initiate, cause or join in any strike, work stoppage, slowdown, unlawful picketing or other restriction of work during the term of this Agreement.
- B.** There will be no lockout of employees in the unit by the Employer as a consequence of any dispute arising during the period of this Agreement.
- C.** This provision shall not apply to an otherwise legal strike as a result of negotiations pursuant to Article 22 – Funding.

## **Article 22 – Funding**

- A.** The parties recognize that the Employer must have the financial resources necessary to fund this Agreement.
  
- B.** This Agreement, therefore, is entered into contingent upon financial resources sufficient to fund this agreement. In the event such resources are not available, then all economic provisions of this Agreement shall be subject to renegotiation between the parties, upon written request for renegotiations being made by the Employer to the Union.
  
- C.** If the amount of revenue distributed by the State to K-12 school districts exceeds \$5.6 billion, the Employer shall add back compensation according to the following guidelines:
  - 1. \$5.7 billion: 30 minutes of Instructional Assistant time per day.
  - 2. \$5.8 billion: 30 additional minutes of Instructional Assistant time per day (60 minutes total).
  - 3. \$5.9 - 6.0 billion: prorated among licensed staff.

**Article 23 – Duration of Agreement**

This Agreement is effective upon execution, and shall continue in full force and effect through June 30, 2011

FOR THE UNION  
Eugene Charter School Professionals,  
AFT, AFL-CIO

FOR THE EMPLOYER  
Ridgeline Montessori Public Charter  
School

\_\_\_\_\_  
Jennifer Loghy, President

\_\_\_\_\_  
Mary Bauer, Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Appendix A

**2009-2010 Instructional  
Assistant & Support  
Staff Salary Schedule**

Year	Hourly Rate
1	\$12.50
2	\$13.50
3	\$13.91
4	\$14.32
5	\$14.75
6	\$15.19
7	\$15.65
8	\$16.12
9	\$16.60
10	\$17.10

**2009-2010 Specialist  
Salary Schedule**

Year	Hourly Rate
1	\$25.00
2	\$25.50
3	\$26.00
4	\$26.50
5	\$27.00
6	\$27.50
7	\$28.00
8	\$28.50
9	\$29.00
10	\$29.50
11	\$30.00

**2009-2010 Teacher Salary Schedule**

Level	State or Montessori Certified	State & Montessori Certified	State & Montessori Certified + 45	State & Montessori Certified + 60
1	\$31,705	\$32,878	\$34,094	\$35,356
2	\$32,878	\$34,094	\$35,356	\$36,665
3	\$34,094	\$35,356	\$36,665	\$38,022
4	\$35,356	\$36,665	\$38,022	\$39,429
5	\$36,665	\$38,022	\$39,429	\$40,887
6	\$38,022	\$39,429	\$40,887	\$42,399
7	\$39,429	\$40,887	\$42,399	\$43,969
8	\$40,887	\$42,399	\$43,969	\$45,595
9	\$42,399	\$43,969	\$45,595	\$47,282
10	\$43,969	\$45,595	\$47,282	\$49,032
11	\$45,595	\$47,282	\$49,032	\$50,846
12	\$47,282	\$49,032	\$50,846	\$52,727
13	\$49,032	\$50,846	\$52,727	\$54,678
Longevity	\$50,781	\$52,660	\$54,608	\$56,629

## **Appendix B – Grievance Procedure**

### **A. Purpose**

The purpose of this procedure is to solve grievances at the lowest possible level.

### **B. Definitions**

1. Grievance  
A dispute over the interpretation or application of the term of this Agreement.
2. Aggrieved Party  
An “aggrieved party” is the party making the claim.
3. Party in Interest  
A “party in interest” is the party making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Days  
The word “days” refers to a regular Ridgeline business day.

### **C. Representation and Responsibilities**

1. Representation  
Any aggrieved party may be accompanied at all stages of this procedure by a representative of his or her own choosing.
2. Group Grievance  
If, in the judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to Administration and Board Chair directly and the processing of such grievance shall commence at Level Two.
3. Non-Reprisal  
No reprisals of any kind shall be taken by the Board of Directors or any member of the Administration against any participant in the grievance procedure by reason of such participation.

## **D. Operating Limits**

### 1. Time Limits

The number of days indicated at each level should be considered as a maximum. The time limits specified may, however, be extended by mutual agreement.

### 2. Grievance at the End of a Working Term

In the event a grievance is filed at such time that it cannot be processed through the steps in this grievance procedure by the end of the working term of the aggrieved, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of said working term, or as soon thereafter as it is practicable.

### 3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this procedure. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.

### 4. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

## **E. The Procedure**

### 1. Level One

a. The party with a grievance will, within ten (10) days of the time the grievant should have reasonably had knowledge of the facts upon which the grievance is based discuss it with the immediate supervisor with the objective of resolving the matter informally.

b. If the aggrieved party is not satisfied with the informal disposition of the grievance, the employee may communicate a written grievance with administration within five (5) days of the informal meeting. This communication shall specify the contract clause in dispute and the specific remedy requested. Administration shall make a decision within ten (10) days and attach it to the original grievance.

2. Level Two
  - a. If the aggrieved party is not satisfied with the disposition of the grievance at Level One, or if no written decision has been rendered within the required time, the employee may within five (5) days appeal to the Board Chair. The appeal shall include a copy of the decision being appealed and the reasons why the decision is incorrect.
  - b. At the Chair's discretion, the Chair may either review the written record or hold a meeting, with the parties in interest, within ten (10) days of receipt of the appeal. Written notice of the time and place of any scheduled meeting shall be given not less than ten (10) days prior thereto to the aggrieved party and the Union.
  - c. Within ten (10) days of the meeting or review of the record, the Board Chair shall communicate to the aggrieved party and to the Union a decision, which shall include supporting reasons therefore.
3. Level Three
  - a. If the union is not satisfied with the Board Chair's determination then mediation through the state Conciliation Services can be implemented.