

7.06 CONTRACT EMPLOYEE GRIEVANCES PROCEDURE

The procedures herein only apply to contract employees not covered by the terms of collective bargaining agreements between the District and the Oglala Lakota County Classified Employee Association and the District and the Oglala Lakota County Education Association. The procedure specified in Policy 7.05 shall govern in event there is an allegation of a cause which could warrant disciplinary action.

A. Definitions

A “grievance” shall mean a complaint by a person or group of persons employed under an individual as a contract employee by the District that there has been a violation, misinterpretation, or inequitable application of a policy, rule, or regulation of the School Board. Negotiations for, or a disagreement over, a non-existing agreement, contract, policy, rule, or regulation is not a grievance.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may arise from time to time between employee and the District. To facilitate this purpose, these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

All grievances shall be discussed at the informal level between the employee and the appropriate administrator.

C. Representation

The aggrieved person may be represented at any level of the grievance procedure by a person selected by the aggrieved person.

D. Time limits

1. The grievance shall be submitted in writing on the grievance form, copies of which are available in the Human Resource Office and principal’s office at each individual school.
2. No grievance shall be recognized unless it is presented within fifteen (15) working days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as null and void. The same time limit shall apply to any group grievance as described in this Article.
3. If the aggrieved fails to adhere to the time limits or procedures established under this policy, the grievance shall be considered null and void.

4. The time limits set forth herein may be extended by mutual agreement, provided the time extension is requested prior to the expiration of the time limits set forth herein.

E. Procedure

Level 1: Informal Procedure:

The Level 1 grievance must be submitted within fifteen (15) working days of when the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. The principal/supervisor shall hold the Level 1 meeting with the employee within fifteen (15) working days of the request, and a decision will be rendered within fifteen (15) working days following the Level 1 meeting. If the principal/supervisor fails to provide a written decision within fifteen (15) calendar days, then the aggrieved person may proceed to file at Level 2. This step may be waived by mutual written and signed agreement of the grievant and the immediate supervisor. If so, the grievance may proceed to Level 2 provided the grievant files the grievance at Level 2 within fifteen (15) working days.

Level 2: Superintendent

If the aggrieved person is not satisfied with the disposition of the grievance at Level 1, the aggrieved person may file the grievance in writing with the Superintendent or his designee within fifteen (15) calendar days after the grievance decision has been rendered at Level 1. The Superintendent or his designee shall meet with the aggrieved person in an effort to resolve the grievance. Such meeting shall take place within fifteen (15) working days after the receipt of the written grievance at Level 2. Within fifteen (15) working days after said meeting, a decision in writing shall be rendered to the aggrieved person. If the Superintendent fails to provide a written decision within fifteen (15) working days, then the aggrieved person may proceed to file at Level 3.

Level 3: School Board

The Level 3 grievance must be filed in writing with the President of the School Board with a copy to the Superintendent within fifteen (15) working days of the receipt of the Level 2 decision.

The School Board shall hold an executive session hearing on the grievance within thirty (30) working days after its receipt of the Level 3 grievance. The hearing procedure shall comply with basic due process, and the burden of proof shall be upon the grievant.

The grievant, at his/her own expense, may be represented by an attorney at the hearing. The District administration may be represented by its attorney and the Board may be represented by the School Attorney. The Board may appoint a hearing officer

to conduct the hearing. Each party may call witnesses and present evidence and all testimony must be taken under oath.

The vote of the Board's decision at Level 3 grievances shall be made in open session but the name of the aggrieved party shall not be disclosed. Within days fifteen (15) working days following the hearing, the Board shall render its decision in writing to the aggrieved person. The Board may request that other witnesses be called for questioning by the parties.

Level 4: South Dakota Department of Labor

If the aggrieved person is not satisfied with the disposition of the grievance at Level 3, the aggrieved party may within thirty (30) calendar days from the date the aggrieved person is notified of the decision, initiate an appeal to the South Dakota Department of Labor and Regulation. The decision of the Department shall be binding on the aggrieved person and the District in accordance with the provisions of SDCL 3-18-15.2. The investigation and hearing held by the Department shall be conducted in accordance with the rules and regulations of the Department.

It is specifically and expressly understood and agreed that an appeal to the Department of Labor and Regulation constitutes an election of remedies and a waiver of any and all rights by the appealing party or parties and his or her representative(s) to litigate or otherwise contest the appealed subject matter in any court under SDCL 13-46, except in the form of an appeal from the decision of the Department of Labor and Regulation as provided in SDCL 1-26.

F. Miscellaneous Provisions

1. Signed copies of the written grievance shall be delivered by the employee at each step of the grievance process. No Level 1 or Level 2 grievance shall be delivered to the School Board, as they are the ultimate decision maker.
2. An employee who is not directly responsible to a building principal may submit his/her formal written grievance to the administrator or supervisor to whom he/she is directly responsible.
3. If, in the course of investigation of any grievance, witnesses are necessary to attend, they shall report immediately to the principal of such building being visited and state the purpose of the visit.
4. Meetings and hearings under this procedure shall not be conducted in public.
5. When it is necessary for a party to attend a Board meeting or a hearing called during the working day, the Superintendent's office shall so notify the parties in interest and

they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.

Approved: February 13, 2024

APPROVED