HUMAN RESOURCES

Procedures For Adjusting Grievances For Administrative and Classified Employees

Preamble

In accordance with the statutory mandate of §22.1-79 of the Code of Virginia, the Prince William County School Board adopts the Procedure for Adjusting Grievances for Administrative and Classified Employees as outlined in this regulation, which is consistent with the Virginia Board of Education’s procedures for adjusting grievances, in order to provide an orderly procedure for resolving disputes concerning application of local school board policies, rules, and regulations as they affect the work of administrative and classified employees, and disciplinary actions which include dismissal or probation.

PART I

Definitions

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

“Days” mean calendar days unless a different meaning is clearly expressed in this procedure. For purposes of this grievance procedure, “business day” means any day the relevant School Board office is open. 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 workday.

“Dismissal” means the dismissal of any employee within the term of such employee’s contract and the nonrenewal of the continuing contract or term of employment or term of employment of an employee.

“Employee” means all persons employed by the School Board who have successfully completed their probationary period of six months or other applicable probationary period not to exceed eighteen months, except for the Division Superintendent and any employee covered under the provisions of Article 2 (§22.1-293 et seq.) and Article 3 (§22.1-306 et seq.) of Chapter 15 of Title 22.1 of the Code of Virginia. Administrative employees not covered under the Grievance Procedure for Certificated Employees (Regulation 508.01-1) may participate under this procedure for all covered grievances.

“Grievance” means, for the purpose of Part II, a complaint or dispute by an employee relating to his or her employment including, but not necessarily limited to; disciplinary actions other than dismissal or placing on probation; the application or interpretation of personnel policies, procedures, rules and regulations, ordinances and statutes; acts of reprisal against an 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; and acts of
reprisal as a result of discrimination on the basis of race, color, creed, political affiliation, handicap, age, national origin, or gender. 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; the establishment or contents of ordinances, statutes, or personnel policies, procedures, rules, and regulations; failure to promote; or discharge, layoff, or suspension because of decrease in enrollment or budget cuts; oral reprimands, 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. While these management rights are reserved to the School Board, failure to apply, where applicable, these rules, regulations, policies, or procedures as written or established by the School Board is grievable.

The evaluation of a classified or administrative employee, or the procedures used to conduct an evaluation of a classified or administrative employee, may only be appealed under Regulation 571-1, “Evaluation”, and are not grievable under this regulation.

“Grievance” means, for the purpose of Part III, a complaint or a dispute by an employee relating to his or her employment involving dismissal or placing on probation. 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; the establishment or contents of ordinances, statutes, or personnel policies, procedures, rules, and regulations; failure to promote or discharge, layoff, or suspension because of decrease in enrollment or budget cuts; 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. While these management rights are reserved to the School Board, failure to apply, where applicable, these rules, regulations, policies, or procedures as written or established by the School Board is grievable.

“Personnel file” means, for the purpose of Part III, any and all memoranda, entries, or other documents included in the employee’s file as maintained in the central school administration office or in any file on the employee maintained within a school in which the employee serves.

“Probation” means a period not to exceed one year during which time it shall be the duty of the employee to remedy those deficiencies which gave rise to the probationary status.

“Shall file,” “filing,” “by filing,” “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 the procedure. When these procedures require a notice to be given or any other act to be done within a certain number of days of any act or event, the counting of those days shall begin with the first day following the act or event which triggers that period. Such notice may be mailed to the last address provided by the grievant to the School Board. It is the duty of the grievant to notify the School Board in writing of any change of address.
“Supervisor” 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.

“Immediate Supervisor” means any person responsible for directing the day to day work and evaluation the performance of the employee bringing forth the grievance. For the purposes of the grievance procedure, an immediate supervisor might be another member of the supervisory chain if that person was responsible for the action being grieved.

“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 of those policies, procedures, regulations, ordinances, or statutes upon which the grievant bases his or her claim. The grievant shall specify what he or she seeks through the use of the grievance procedure. A statement shall be written upon forms prescribed by the Board of Education and supplied by the local School Board, as Attachments to this regulation.

PART II

Grievance Procedure

§ 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 the application, interpretation, or violation of any of the provisions of local school board policies, rules, and regulations as they affect the work of employees who have completed the probationary period, other than dismissal or probation. An equitable solution of grievance should be secured at the most immediate administrative level. The procedure should not be construed as limiting the right of any 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 be begun and settled promptly, a grievance must be initiated within 15 business days following either the event giving rise to the grievance, or within 15 business days following the time when the employee knew or reasonably should have known of its occurrence. Grievances shall be processed as follows:

A. **Step 1 – Informal – Appropriate Immediate Supervisor.** The first step shall be an informal conference between the grievant and his or her most appropriate immediate supervisor. The grievant shall state the nature of the grievance, and the immediate supervisor shall attempt to adjust the grievance. It is mandatory that the grievant present the grievance informally prior to proceeding to Step 2.

B. **Step 2 – Formal – Principal/Department Director (hereafter Supervisor).** If for any reason the grievance is not resolved informally in Step 1 to the satisfaction of the grievant, in order to perfect his or her Grievance, the grievant shall file a written grievance appeal with his or her immediate supervisor, using Attachment I to this regulation within 15 business days following the event giving rise to the grievance, or within 15 business days following the time when the grievant knew or reasonably should have known of its occurrence. The written grievance appeal shall specify the specific relief sought, and shall otherwise comply with the definition of a written grievance appeal set forth in Part I of this regulation. Regardless of the outcome of Step 1, if a written grievance is not, without just cause, filed within the specified time, the grievance will be barred.

A meeting shall be held between the supervisor (and/or his or her designee) and the grievant (and/or his or her designee) within five business days of the receipt by the supervisor of the written grievance. At such meeting the grievant and/or other party involved shall be entitled to present appropriate witnesses and to be represented by a representative other than an attorney. The supervisor (and/or his or her designee) shall respond in writing within five business days following such meeting, using Attachment II to this regulation.

The supervisor may forward to the grievant within five days from the receipt of the written grievance, a written request for more specific information regarding the grievance. The grievant shall respond in writing within 10 business days, and the meeting must then be held within five business days thereafter.

C. **Step 3 – Superintendent’s Designee.** If the grievance is not resolved to the grievant’s satisfaction in Step 2, the grievant may proceed to Step 3 by filing a written notice of appeal with the Associate Superintendent for Human Resources, using Attachment II to this regulation and accompanied by the original grievance appeal form (Attachment I), within five business days after receipt of the Step 2 answer (or the due date of such an answer).
A meeting shall then be held between the Division Superintendent’s Designee and the grievant (and/or his or her designee) at a mutually agreeable time within five business days. Failure of the grievant to agree upon a meeting time shall result in the conclusion of the grievance. At such meeting both the Superintendent’s Designee and the grievant shall be entitled to present witnesses and to be represented by a representative who may be an attorney. If the grievant’s representative is an attorney, the grievant must give advance notice to the Associate Superintendent for Human Resources and agree to a meeting date when the school division’s attorney can attend. A representative may examine, cross-examine, question, and present evidence on behalf of a grievant or the administration without violating the provisions of §54.1-3904 of the Code of Virginia. If no settlement can be reached in said meeting, the Superintendent’s Designee shall respond in writing within five business days following such meeting. Prior to the Step 3 meeting, the Associate Superintendent for Human Resources or the Superintendent’s Designee may make a written request for more specific information from the grievant, but only if such was not requested in Step 2. Grievant shall respond in writing within 10 business days, and the meeting shall be held within five business days of the date on which the response was received. If the grievance is not resolved to the satisfaction of the grievant in Step 3, the grievant may request a written review by the School Board pursuant to Step 4.

D. **Step 4 – Written Appeal to the School Board.**

1. If the grievant elects to proceed to a determination before the School Board as provided for in this step, he or she must notify the Office of the Division Superintendent in writing, by filing Attachments I and IV to this regulation with the Associate Superintendent for Human Resources, within five business days after receipt of the answer as required in Step 3 or the due date thereof, of the intention to request a written appeal to the Board, including notice of the grievance alleged and the relief sought.

2. The School Board shall meet in closed session and shall make a decision at a regularly scheduled School Board meeting occurring no more than thirty days after the grievant gives the Associate Superintendent for Human Resources notice of intention to appeal, or in the event that no regular School Board meeting is scheduled within the thirty days, as soon thereafter as is practically possible.

3. The School Board shall provide notice to the grievant of the date it will meet and make its decision. At least ten days in advance of the School Board meeting, the grievant and the administration shall each provide the Clerk to the School Board and each other with a position paper summarizing their position and copies of any documents they intend to submit to the School Board. Each side may also provide the School Board and the other side with
any rebuttal documents responding to the other side’s documents at least five
days in advance of the meeting. The Clerk shall be provided with ten copies of
any materials to be submitted to the School Board. Alternatively, within the
same time limits and by prearrangement with the Clerk, electronic versions of
such materials in PDF format may be filed with the Clerk to the School Board.

4. 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 Virginia
Code §22.1-69, the Division Superintendent shall be excluded from any
closed session of the School Board which has as its purpose reaching a
decision on a 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 Division Superintendent
may join the School Board in closed session to assist in the writing of the
decision.

5. The School Board will base its decision on the notice of appeal, the written
decision of the Superintendent’s designee from the Step 3 meeting, and any
other relevant documents submitted by the parties. The School Board shall
give the grievant its written decision within 30 days after the meeting.

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

§ 2.3 Grievability

A. Determination of Grievability. Decisions regarding whether a matter is
grievable shall be made by the School Board at the request of the Division
Superintendent, acting through the Associate Superintendent for Human
Resources, or at the request of the grievant. The School Board shall reach its
decision only after allowing the administration and the grievant the opportunity to
present written arguments regarding grievability. Decisions shall be made within
10 business days of such request. Such determination of grievability shall be
made subsequent to the reduction of the grievance to writing, but prior to any
formal hearing under Step 3 or the right to such determination shall be deemed to
have been waived. The filing of a request for a grievability determination shall
toll the time limitations of the other Sections of this procedure, until such time as
the School Board makes its grievability determination. Failure of the School
Board to make such a determination within such a prescribed 10-day period shall
entitle the grievant to advance to the next step as if the matter were grievable.
§ 2.4 Time Limitations

The right of any party to proceed at any step of the 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 grievant 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 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 any supervisory employee to comply with all substantial procedural requirements without just cause shall entitle the grievant, at his or her option, to advance to the next step in the procedure or, at the final step, to a decision in his or her 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 as an affirmative defense at any further hearing involving the grievance.

§ 2.5 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.

§ 2.6 Combining Formal Grievances

If an employee submits separate written grievances arising out of the same subject matter or factual events, the Division reserves the right to treat the individual complaints as a combined grievance for purposes of any further steps, hearings, appeals, or other aspects of the grievance proceedings.

If several employees submit separate written grievances but the claims and requested relief are the same, the Division reserves the right to treat the individual complaints as a group grievance. In that event, the group will be asked to designate a single spokesperson for purposes of presenting and processing the grievance, and the combined grievance shall be treated as one for all other aspects of the grievance process. A decision rendered in a group grievance shall apply to all employees in the group and each shall be provided a copy of any decision.
PART III

Procedure for Dismissals or Placing on Probation

This Part III of the Procedure for Adjusting Grievances adopted by the Board of Education in accordance with the statutory mandate of §22.1-79 of the Code of Virginia, is to provide an orderly procedure for the expeditious resolution of disputes involving the dismissal or placing on probation of employees who have completed a probationary period. Nothing in this part shall grant any employee substantive rights, confer any property right, nor shall cause be required for dismissal or probation.

Classified employees who are recommended for dismissal shall be provided with an opportunity for pre-termination hearing under Regulation 555.04-1, “Classified Personnel, Dismissal and Appeal Process.” Non-probationary employees who are terminated under Regulation 555.04-1 may avail themselves of the post-deprivation remedies set forth in Part III of this regulation. In the event that the employee is reinstated as a result of pursuing his/her grievance appeal, the employee shall be awarded all back pay and benefits, effective as of the date of dismissal.

§ 3.1 Procedure for Dismissals or Placing on Probation

A. Notice to Employee of Dismissal or Placing on Probation and Right to Hearing With Superintendent’s Designee

1. In the event the Division Superintendent determines to dismiss any employee or to place on probation an employee, written notice shall be sent to the employee using Attachment V to this regulation, notifying him/her of the dismissal or placement on probation and informing the employee that within 15 days after receiving the notice, the employee may request a hearing before the Division Superintendent’s Designee.

2. During such 15-day period and thereafter until a hearing is held in accordance with the provisions herein, if one is requested by the employee, the merits of the dismissal or probationary action shall not be considered, discussed, or acted upon by the School Board, except as provided for herein.

3. At the request of the employee, the Associate Superintendent for Human Resources or other designee of the Division Superintendent shall provide the reasons for the dismissal or probationary action in writing or, if the employee prefers, in a personal interview. Such request shall be made prior to any hearing with the Superintendent’s designee and responded to as soon as practicable, but in advance of any hearing under this Step. In the event an employee requests a hearing with the Superintendent’s designee, the
administration shall provide, within 10 business days of the request, the employee or his/her representative with the opportunity to inspect and copy his or her personnel file and all other documents relied upon in reaching the decision to dismiss or place on probation. Within 10 business days of the request of the Associate Superintendent for Human Resources or other designee of the Division Superintendent, the employee or his or her representative shall provide the Superintendent’s designee with the opportunity to inspect and copy the documents to be offered in rebuttal to the decision to dismiss or place on probation. The Superintendent’s designee and the employee or his or her representative shall be under a continuing duty to disclose and produce any additional documents identified later which may be used in the respective parties’ cases-in-chief. The cost of copying such documents shall be paid by the requesting party.

B. **Hearing Before Superintendent’s Designee**

1. Within 15 business days of receiving notice of dismissal or probation, the employee may request a hearing with a designee of the Division Superintendent, by filing with the Associate Superintendent for Human Resources, a written notice of the request for such a hearing using Attachment V to this regulation, accompanied by the written grievance appeal (Attachment I).

2. A hearing shall be held between the Superintendent’s Designee and shall be attended by a representative of the administration and the grievant (and/or his or her designee) at a mutually agreeable time and date, at a place designated by the Associate Superintendent for Human Resources within 10 business days of the date on which the Associate Superintendent for Human Resources receives notice of the request for a hearing. Failure of the grievant to agree upon a meeting time shall result in the conclusion of the grievance.

   At such hearing, both the administration and the grievant shall be entitled to present witnesses and to be represented by legal counsel or other representative, and each party shall have the right to examine, cross-examine, question, and present witnesses and evidence. The Superintendent’s Designee shall retain the right to reasonably limit the number of witnesses and length of the hearing, and to rule upon the relevancy and admissibility of the evidence.

3. The Superintendent’s designee shall provide a written response to the employee’s grievance within five business days of the conclusion of the meeting. If the grievance is not resolved to the satisfaction of the grievant, the grievant may request a written review by the School Board.
4. A stenographic record or tape recording of the proceedings shall be taken. In cases of dismissal or probation, a record or recording of the proceedings shall be made and preserved for a period of six months. If either the 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 Board shall bear the expense of the recording and the transcription.

5. If the Division Superintendent decides to reinstate the employee, the employee shall be entitled to all back pay and benefits to the date of termination.

C. **Decision of the School Board**

1. If the grievant elects to request a decision by the School Board, he or she shall file a written grievance appeal with the Associate Superintendent for Human Resources, using Attachment VII to this regulation and enclosing Attachment I, within 15 business days after receipt of the decision of the Superintendent’s designee, or the due date thereof. The notice of appeal shall state the reasons why the employee feels that he or she should not be dismissed or placed on probation and shall otherwise conform with the definition of a written grievance appeal set forth in Part I of this regulation.

2. The School Board shall meet in closed session and shall make a decision at a regularly scheduled School Board meeting occurring no more than thirty days after the grievant files his or her written grievance appeal with the Associate Superintendent of Human Resources.

3. The School Board shall provide notice to the grievant of the date it will meet and make its decision. The grievant and the administration shall each provide the School Board and each other with a position paper summarizing their respective position and copies of any documents which they intend to submit to the School Board at least 10 calendar days in advance of the meeting. Each side may also provide the Clerk to the School Board and the other side with any rebuttal documents responding to the other side’s documents at least five days in advance of the meeting. The Clerk to the School Board shall be provided with ten copies of all materials to be submitted to the School Board. Alternatively, within the same time limits, PDF versions of such materials may be submitted to the Clerk in electronic format by prearrangement with the Clerk’s office.

4. The School Board’s attorney, assistants, or representative, if he, she, or they represented a participant in the prior proceeding; the grievant, the grievant’s
attorney or representative, and, notwithstanding the provisions of §22.1-69 of the Code of Virginia, the Division Superintendent, shall be excluded from any closed session of the School Board which has as its purpose reaching a decision on a 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 Division Superintendent may join the School Board in closed session to assist in the writing of any decision.

5. The School Board shall base its decision on the notice of appeal, the written grievance, the transcript of the hearing before the Superintendent’s designee, the written response and/or determination of the Superintendent’s designee, and any other documents submitted by the parties which are relevant to the grievance. The School Board shall give the grievant its written decision within 30 days after the meeting.

6. The School Board may affirm, modify, or reverse the decision of the Division Superintendent and his or her designee. The decision of the School Board is final. The School Board shall retain its exclusive final authority over matters concerning employment and the supervision of personnel. If the School Board reverses the Division Superintendent and reinstates the employee, it shall award the employee back pay to the date termination.

§ 3.2 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 employee to comply with all substantial procedural requirements shall terminate 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 of any supervisory employee to comply with all substantial procedural requirements without just cause shall entitle the employee, at his or her option, to advance to the next step in the procedure or, at the final step, to a decision in his or her 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 in such case shall not prevent any party from raising such failure to observe the substantial procedural requirements as to an affirmative defense at any further hearing involving the grievance.

§ 3.3 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 this procedure and the application thereof in all other circumstances where not expressly held invalid, shall not be affected thereby.

The Associate Superintendent for Human Resources (or designee) is responsible for monitoring and implementing this regulation.

The Associate Superintendent for Human Resources (or designee) is responsible for reviewing this regulation in 2015.
APPENDIX

FORMS FOR ADJUSTING GRIEVANCES FOR EMPLOYEES
IN PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

The following documents are the necessary forms for adjusting grievances for administrative and classified employees who are covered by this Grievance Procedure, in accordance with Parts II and III of the procedure.

The grievant is advised to become familiar with the procedure for adjusting grievances. Special emphasis should be given to the procedural steps.
**PRINCE WILLIAM COUNTY PUBLIC SCHOOLS**

**STATEMENT OF GRIEVANCE**

**Part II**

**STEP 2 – TO BE PRESENTED TO SUPERVISOR**

<table>
<thead>
<tr>
<th>Name of Grievant</th>
<th>Date Filed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>School/Department of Assignment</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Immediate Supervisor</th>
<th>Grievant’s Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Policy, regulation, ordinance, statute being grieved, and date you knew or reasonably should have known of its occurrence:

Statement of Grievance (Description of event or action complained of and date of such event or action):

Specific Relief Requested:

<table>
<thead>
<tr>
<th>Grievant’s Signature</th>
<th>Representative’s Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

SUPERVISOR’S DECISION

PART II
STEP 2 – DECISION TO BE PRESENTED TO GRIEVANT

<table>
<thead>
<tr>
<th>Name of Grievant</th>
<th>Date Grievance Received</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Decision of Supervisor or Designee:

- □ I lack the authority to grant the relief requested.

<table>
<thead>
<tr>
<th>Signature of Supervisor or Designee</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is the above decision acceptable to the grievant?</th>
<th>Check one box</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ YES □ NO</td>
</tr>
</tbody>
</table>

- □ I hereby appeal this decision to Step 3, Superintendent’s Level.
- □ I hereby appeal this decision to the Prince William County School Board under the conditions of Step 4 because the Superintendent is my immediate supervisor.

<table>
<thead>
<tr>
<th>Grievant’s Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### PART II
**STEP 3 – DECISION TO BE PRESENTED TO GRIEVANT**

<table>
<thead>
<tr>
<th>Name of Grievant</th>
<th>Date Appeal Received</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Decision of Superintendent or Designee:

<table>
<thead>
<tr>
<th>Signature of Superintendent and/or Designee</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Is the above decision acceptable to the grievant?  

<table>
<thead>
<tr>
<th>Check one box</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ YES</td>
</tr>
<tr>
<td>□ NO</td>
</tr>
</tbody>
</table>

☐ I hereby appeal this decision.

<table>
<thead>
<tr>
<th>Grievant’s Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

REQUEST FOR SCHOOL BOARD DECISION

PART II
STEP 4 – TO BE SUBMITTED TO SUPERINTENDENT

Name of Grievant       Date Grievance Filed

☐ I hereby petition that the attached written grievance be submitted to the Prince William County School Board in order for the School Board to make a decision in this matter for the reasons stated on this form.

Grievant’s Signature       Representative’s Signature

Date       Date
PART III
NOTIFICATION: NOTICE OF DISMISSAL OR PLACEMENT ON PROBATION

Date

Name of Employee ___________________________ Title/Dept. of Assignment ___________________________

(Check one)

☐ You are being placed on probation for the period:

___________________________________________ to ___________________________________________

Date _______________ __________________________

Reasons for this probation will be provided to you in writing or in a personal interview upon request.

☐ You are being dismissed from your position as:

_________________________________________

Position

Reasons for this action will be provided to you in writing or at your request in a personal interview upon request.

_________________________________________

Signature of Division Superintendent

You have 15 days from receipt of this form to request, in writing, a hearing before the Associate Superintendent for Human Resources, as designee of the Division Superintendent. Enclosed, for your use, is a copy of Regulation 508.02-1, which sets forth the procedure for such hearing. If you wish to request a hearing before the Superintendent’s designee, please sign below.

I request that I be afforded a hearing before the Superintendent’s designee on the above referenced matter.

Employee’s Signature ___________________________

Date _______________
**PRINCE WILLIAM COUNTY PUBLIC SCHOOLS**

**SUPERINTENDENT’S LEVEL**

### PART III

**STEP 3 – DECISION TO BE PRESENTED TO GRIEVANT**

<table>
<thead>
<tr>
<th>Name of Grievant</th>
<th>Date Appeal Received</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Decision of Superintendent and/or Designee:

<table>
<thead>
<tr>
<th>Signature of Superintendent and/or Designee</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Is the above decision acceptable to the grievant?

<table>
<thead>
<tr>
<th>Check one box</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ YES</td>
</tr>
<tr>
<td>□ NO</td>
</tr>
</tbody>
</table>

☐ I hereby appeal this decision.

<table>
<thead>
<tr>
<th>Grievant’s Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

WRITTEN APPEAL TO THE SCHOOL BOARD

PART III
TO BE SUBMITTED TO SUPERINTENDENT

<table>
<thead>
<tr>
<th>Name of Employee</th>
<th>Superintendent’s Action</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ Dismissal</td>
</tr>
<tr>
<td></td>
<td>□ Probation</td>
</tr>
</tbody>
</table>

☐ I hereby petition that the attached written grievance be submitted to the Prince William County School Board in order for the School Board to make a decision in this matter for the reasons stated on this form.

Employee’s Signature

Date