

GENESIS INNOVATION ACADEMY GRIEVANCE & COMPLAINT POLICY & PROCEDURE

When any member of the Genesis Innovation Academy (Genesis) community, including but not limited to, students, parents, or employees/independent contractors, have a complaint or grievance about a matter of school policy or procedure, concern over the actions of another community member, or a serious misunderstanding which develops between or among parties at Genesis, the following procedures are to be followed in order to best resolve the conflict, and are classified into Part One, Student/Parent/3rd Party Informal Complaints and Formal Grievance Procedures, and PART TWO, Employee (Certified & Uncertified) and Independent Contractor Grievance Procedures:

Note: Any health and/or safety issue may be taken directly to the Head of Schools.

PART ONE STUDENT/PARENT/3RD PARTY

SECTION I INFORMAL COMPLAINTS PROCEDURE

Informal concerns are complaints that represent activities or behaviors reflecting a need for directed communication among the parties, but that do not represent allegations of significant breaches or violations of school policy or procedure, and do not represent public safety issues, or personal endangerment to others.

1. If the complaint involves school personnel, the concerned party is to request a meeting with the school personnel to communicate and discuss their concerns. A scheduled appointment is necessary. The school personnel will schedule an appointment in a timely manner.
 - a. The meeting shall openly address the party's concern or complaint, but shall be conducted without resorting to personal affronts to any party. Any party who feels threatened, intimidated, or personally offended may terminate the meeting and pursue resolution through step 2.
 - b. The concerned party shall determine whether the meeting is to be documented by the taking of notes by the school personnel or by voice recording. In the event that note taking is selected as the means to document the meeting, the concerned party is to review, sign and date the writings, along with the school personnel, at the completion of the meeting. If the meeting is telephonic, the concerned party again may elect either written or recorded documentation of the meeting by the school personnel. In the event that written documentation is elected, the concerned party will review, sign and date the documentation at their earliest convenience.
 - c. Copies of written or recorded documentation will be made available to all parties involved.

2. In the event that the expressed concern is not resolved through step 1 the student, parents, or school personnel will schedule a meeting of all parties with an Administrator. The notes from the first meeting will be shared with the Administrator in advance of this meeting, and the meeting will be scheduled for the first available time convenient to all parties. The expressed purpose of this meeting is to bring about a resolution to the concern or complaint in a timely non-adversarial fashion. If the concern or complaint is not resolved, or in the event that the issues require further investigation or assessment, he/she may proceed to step 3.
 - a. Again, notes should be taken or voice recordings will accompany the meeting as set forth in step 1, with all parties present to review, sign and date any written documentation.
 - b. Copies of the written or recorded documentation will be made available to all parties involved.
 - c. If an Administrator was the subject of the original unresolved complaint, the concerned party may proceed to step 3.
 - d. If the Head of Schools was the subject of the original unresolved complaint, the concerned party may proceed to step 4.
3. If no resolution is reached in steps 1 and 2, the concerned party or the Administrator may request a meeting with the Head of School
 - a. The meeting with the Head of School will follow the procedures as laid out in step 2.
 - b. If the Head of School was the Administrator of record during step 2, the concerned party should proceed to step 4
4. If no resolution is reached in steps 1-3 the concerned party may request that the concern be placed on the next Governing Board agenda.
 - a. In the event of a health or safety concern, the Administrator may request either a special or emergency Governing Board meeting, as appropriate.
 - b. Matters of personnel performance or behavior shall be shared in closed session of the Governing Board with all parties present. Matters of school policy or procedures, or clarification of an issue, will be discussed in open Board session per the agenda.

SECTION II
FORMAL GRIEVANCES PROCEDURE

Formal Grievances represent serious allegations of improper activities or behaviors reflecting a need for the timely and direct intervention of the Head of Schools with all involved parties. Such grievances would likely involve, but would not be limited to, allegations of significant breaches or violations of school policy or procedure, and any actions or behaviors that may, in any way, create a condition of public safety concern, or the possibility of personal endangerment. Formal Grievances relate to matters of a serious nature, and the following process is to be reserved with such instances. The following is the procedure for addressing a Formal Grievance:

1. A written grievance is to be filed with the site Head of Schools, by the concerned party. The Head of Schools shall attempt to informally resolve the grievance, when he/she feels that such informal resolution of the grievance is both appropriate and in the best interest of the school and its community, within **Five (5) Working Days** from the time of the filing.
2. In the event that informal resolution of the grievance is attempted but not successful, the Head of Schools shall respond to the grievance with written recommendations **Fifteen (15) Working Days** from the date of the initial filing.
3. In the event that any party is dissatisfied with the Head of Schools' written recommendation, the matter may be placed, by the dissatisfied party, on the next Governing Board agenda.
 - a. If the grievance is a matter of school policy or procedure, or clarification of an issue, it will be discussed in open Board session per the agenda.
 - b. If the grievance is a personnel matter, including but not limited considerations for disciplinary action of a staff member, student, or admonition of a parent or community member, the concerns will be shared in closed session of the Governing Board with all concerned parties present, as set forth in PART TWO, Section III, Governing Board Hearings.
4. **At any time, during this process, the Head of Schools may elect to refer the grievance, at his/her sole discretion to the Governing Board for its consideration.**
5. If the matter is not resolved to the satisfaction of both parties, either party may at their own expense choose to pursue outside mediation, arbitration, or litigation as set forth below in the "Role of the Governing Board".

SECTION III **ROLE OF THE GOVERNING BOARD**

1. Individual Board members do not have the authority to resolve complaints. However, Board members will, if requested by any party, listen to the concern or complaint of the party, but will not act independently of the protocol established above.
2. The decision of the Governing Board is final.
 - a. In the event that any party wishes to contest the decision of the Board, it is recommended that such contestation be through private mediation. In the event that the conflict is not resolved through mediation, it is further recommended that all parties agree to submit their case to binding arbitration.
 - b. The acceptance of these conditions are voluntary and do not prevent any party from pursuing their due process rights through litigation if they decline this mediation/arbitration agreement, as set forth below.
 - c. The Governing Board of Genesis will assume no liability or cost in this event.

SECTION IV

GENESIS DISPUTE RESOLUTION DOCTRINE

In any dispute or conflict, Genesis protects its right to interpret school rules, guidelines, policies, and personnel issues fairly based on truth and justice. The ultimate goal is the child's well-being and the provision of an optimal learning environment for all students.

PART TWO
EMPLOYEES (CERTIFIED & UNCERTIFIED) &
INDEPENDENT CONTRACTORS

SECTION I
PROFESSIONAL PERFORMANCE, CONDUCT AND JOB DESCRIBED
COMPLAINTS & GRIEVANCES

1. The Head of Schools is authorized to evaluate, and act upon, the performance of professional duties, conduct or job described services of Genesis employees and independent contractors, including but not limited to: disciplinary actions, dismissals, progress and status reviews, monitoring, and cautions. Any and all such decisions and actions taken by the Head of Schools are to be at the sole discretion of the Head of Schools and are final.
2. The Head of Schools shall, prior to the dismissal of any employee, but only when the situation does not represent health or safety concerns for the employee/contractor, students or others, endeavor to pursue remedial recommendations and strategies for performance and/or conduct concerns, in a timely fashion, and to aid in the implementation of such adaptations.
3. Conflict Resolution
 - a. Although individual Board members may, at their discretion, discuss with an employee/contractor their concerns over the decision of the Head of Schools appertaining to the employee's/contractor's performance and/or conduct, the Governing Board will not attempt to resolve disputes arising from performance/conduct actions taken by the Head of Schools or hear such disputed claims in either open or closed session meetings.
 - b. In the event that any party wishes to contest the decision of the Head of Schools, it is recommended that such contestation be through private mediation. In the event that the conflict is not resolved through mediation, it is further recommended that all parties agree to submit their case to binding arbitration.
 - c. The acceptance of these conditions are voluntary and do not prevent any party from pursuing their due process rights through litigation if they decline this mediation/arbitration agreement, as set forth below.

SECTION II
NON-PROFESSIONAL PERFORMANCE & CONDUCT COMPLAINTS &
GRIEVANCES

Any complaint or conflict asserted, by an employee or contractor, that is based on allegations of wrong-doing, outside of the sphere of professional performance and conduct, including but not limited to claims of: harassment, sexual misconduct, behavior not becoming a professional, racial or ethnic bias, or threats, shall be addressed procedurally, as follows:

1. Complaints and Grievances between or among Employees and/or Independent Contractors:

a. A complaint or grievance that represents a potential, yet not imminent, risk to the safety, health and well-being of an employee or independent contractor shall be addressed by the Head of Schools within Twenty-Four (24) Hours of notice to the Head of Schools. With the exception of expedited timing for addressing this classification of complaint or grievance, the Head of Schools and grieving party shall proceed as set forth in PART ONE, Section II. Formal Grievance Procedures, of this Complaint and Grievance Policy & Procedure document.

1. Any employee or independent contractor who believes that there is imminent risk of harm to his/her safety or well-being, shall report the matter to the appropriate authorities, immediately.

b. Any complaint or grievance that does not represent a risk to the safety, health or well-being of an employee or independent contractor shall be addressed as set forth in PART ONE of this Complaint and Grievance Policy & Procedure.

c.

2. Complaints and Grievances between an Employee or Independent Contractor (or a group of the same) and Head of Schools/Governing Board member(s), shall be addressed as follows:

a. Any complaint or grievance that represents a risk to the safety, health or well-being of an employee or independent contractor shall be addressed through a closed session meeting of the Governing Board, at a Special Meeting of the Board following notice of said complaint or grievance. Any members of the Board who are party to the complaint or grievance shall recuse themselves from participating on the Board for this matter. The Board shall hear testimony of the parties and witnesses and make its determination as set forth in Section III, Governing Board Hearings, below.

b. All other complaints and grievances, that do not represent significant risk to the safety, health or well-being of an employee or independent contractor, that are asserted toward the Head of Schools or the Governing Board, shall be addressed as follows:

1. **Allegations against Head of Schools:** The complaining party shall attempt direct communication with the Head of Schools, in a timely fashion, unless the party believes such interaction would endanger their safety, health or well-being; in which case the party may, through written request, proceed to Governing Board assessment, as set forth in Section III, Governing Board Hearings, below. The Head of Schools and grievant shall make a good-faith effort to promote a non-adversarial resolution to the issues at hand. This communication process shall be conducted and documented in the manner set forth in PART ONE, Section II, Formal Grievance Procedures, of this Complaint and Grievance Policy & Procedure. In the event that a resolution is not realized through informal communications, either party may request, in writing, a closed session Governing Board review, as set forth in Section III, Governing Board Hearings, of the matter to be held at the next regularly scheduled meeting, unless the complaining party believes it necessary to schedule a Special meeting, prior to that time.

2. **Allegations against Governing Board Members:** Any and all allegations of wrong-doing, outside of the sphere of professional performance and conduct shall be addressed as set forth in Section III, Governing Board Hearings, below.

SECTION III

GOVERNING BOARD HEARING PROCEDURE

The Governing Board shall meet in either Regular or Special Meeting Closed Session, as set forth in Section II of PART TWO of this Complaint and Grievance Policy & Procedure document. This meeting shall be conducted as follows:

1. All parties to the complaint or grievance shall be present at the Governing Board closed session for all employees and in open session for Governing Board members.
2. The Board shall hear the allegations of the grieving party (Complainant) and the responses to these allegations by the Head of Schools or Governing Board Member(s) accused of the wrong-doing (Respondent).
3. The Board will, at its sole discretion, utilize whatever format it determines most effective to garner information from all parties, including but not limited to: joint and caucus sessions.
4. The Board will hear testimony from any and all individuals called forth by the parties, as witnesses. All parties to the complaint or grievance will be present for the testimony of witnesses, unless they expressly request to be absent.
5. The Board, following the presentation of all pertinent information, will make its determination and present its decisions to the parties.
6. The decision of the Governing Board is final.
 - a. In the event that any party wishes to contest the decision of the Board, it is recommended that such contestation be through private mediation. In the event that the conflict is not resolved through mediation, it is further recommended that all parties agree to submit their case to binding arbitration.
 - b. The acceptance of these conditions are voluntary and do not prevent any party from pursuing their due process rights through litigation if they decline this mediation/arbitration agreement, as set forth below.

**MEDIATION/ARBITRATION
NOTICE**

The parties agree to have any dispute arising from the decision of the Governing Board of the Genesis be resolved through the process of **MEDIATION**. In the event that resolution is not reached through mediation, the parties agree to **MANDATORY BINDING ARBITRATION** as provided by Georgia law. The arbitration will comply with and be governed by the provisions of the Georgia code on arbitration contained in Chapter 9 of said code. **IT IS UNDERSTOOD, BY ALL PARTIES, THAT IN EXECUTING THIS MEDIATION/ARBITRATION AGREEMENT, THAT THEY ARE GIVING UP ANY RIGHTS THEY MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.** All parties understand they are giving up their judicial rights to discovery and appeal, unless those rights are specifically included in the “arbitration of disputes” provision, they may be compelled to arbitrate under the authority of the Georgia Code. **THIS AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.** The costs for mediation shall be divided equally between parties, unless otherwise mutually agreed upon. The costs for arbitration shall be divided equally between parties, unless the arbitrator, in his/her award decides otherwise.

I/we have read and understand the foregoing and agree to submit disputes arising under the contract to **MEDIATION & BINDING ARBITRATION**, as set forth above.

Printed Name & Signature

Printed Name & Signature

Printed Name & Signature

Printed Name & Signature