

Teacher Grievance Procedures

A. Definitions

1. A “grievant” will mean a party who has standing to initiate a grievance and meets one of the following criteria:
 - a. A teacher or his/her representative on his/her behalf, or
 - b. a group of teachers acting collectively, or their representative acting on their behalf, or
 - c. the Association acting on behalf of a group of bargaining unit members.
2. The term “grievance”:
 - a. Will mean a written complaint that there has been a violation or inequitable application of any of the provisions of policies or administrative procedures, or
 - b. will mean a written complaint that a teacher has been treated inequitably by reason of any act or condition, which is contrary to established Board policy or practice governing or affecting teachers, and
 - c. will refer only to matters in which the Board has authority to act.
3. In this policy, “Days” refers to regularly-scheduled contract days for all parties involved so that all persons needed for the matter are available.

B. Purpose

1. Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible management level, equitable solutions to the problems, which arise from time-to-time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with Board policy.

C. Timelines for Filing Grievances

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended or reduced by mutual agreement. Every attempt will be made to resolve grievances before the end of the

grievant's contract year.

2. The maximum time allowed to file a grievance shall be thirty (30) days from the date the grievant knew or reasonably should have known of the grievable act or omission.

D. Procedures

1. Representation: Throughout Levels One and Two of the grievance procedures listed below the grievant may at any time:
 - a. Represent him/herself, or
 - b. request that the Association's Representative attend any meetings with him/her to provide advice or to speak on his/her behalf, or
 - c. request the Association represent him/her, or
 - d. request his/her own designated representative or counsel to accompany him/her or act on his/her behalf.
2. Informal Conference: Prior to the filing of a grievance, in an effort to resolve the issue(s), the grievant shall make reasonable attempts to initiate / discuss or an attempt to initiate / discuss the issue(s) informally with the grievant's Principal or Supervisor.
 - a. If an informal conference is held after the deadline for filing (see C(2) above), the teacher may file the grievance within seven (7) days after the informal conference.
 - b. The grievant has the right to file a grievance within the deadline even if an informal conference has not been held.
3. Level One: If not resolved through the informal conference, the grievant may file the grievance in writing with the Principal or Supervisor. The written grievance will state the nature of the grievance, the provision(s) of the agreement or any policy concerning terms and conditions of employment allegedly violated, and the relief requested.
 - a. The time limit for a Principal or Supervisor to process a grievance at Level One and provide the grievant and his/her representative a written response using "Grievance Form B" (4136.2) will be seven (7) days. The seven-day period will begin when the Principal or Supervisor receives the written grievance submitted by the grievant.
4. Level Two: If the grievant is not satisfied with the written response at Level One, or a written response has not been received within the time limit specified herein, the grievant may file a written appeal to the District Administrator responsible for handling grievances. This appeal must be received within seven (7) days following receipt of the written response rendered by the Principal or Supervisor, or in the absence of such written response, within seven (7) days of the expiration date of the time period specified for such written response.

- a. The District Administrator responsible for handling grievances, (“Level Two Administrator”), will represent the Superintendent at Level Two of the grievance procedure.
 - b. Within forty-eight (48) hours, or two days, whichever is longer, of its receipt, the District will provide the CCEA President with copies of any grievances filed at Level Two (including the Level One form and the Form B response to it unless such response was not given) unless the Association is already the grievant’s representative or a party to the Level Two grievance. The District will notify the CCEA of the date and time for the Level Two hearing, and the CCEA will be allowed to have a representative present at the proceedings.
 - c. The Level Two Hearing will take place at a mutually agreeable time within seven (7) days after the receipt of the written appeal from the grievant or at a later mutually agreed upon time.
 - d. At the initial meeting of Level Two, the Level Two Administrator will hold a hearing at which both the grievant, with or without a representative(s) chosen by the grievant, and the appropriate administrator(s) are present.
 - e. After the Level Two hearing, the Level Two Administrator may investigate and consult with the grievant and/or the appropriate administrator(s) in an effort to resolve the grievance.
 - f. Within ten (10) days after the hearing, the Level Two Administrator will provide a written document on the proposed resolution of the grievance to all parties of interest, including CCEA, setting forth the decision and its rationale
5. Level Three: If the grievant does not accept the Level Two Administrator’s resolution at Level Two, or a written response has not been received within the time limit specified, the Association may choose to submit the grievance directly to the Board for a hearing on the grievance or choose to submit the grievance to Arbitration.
- a. To initiate Level Three proceedings, the Association will notify the Superintendent, or designee, in writing within ten (10) days of receiving the Level Two Administrator’s decision.
 - b. The names of three approved Hearing Examiners will be listed in alphabetical order. The name at the top of the list will be the Examiner used for the Level Three Hearing. If the person at the top of the list cannot serve, the second will be contacted and so on. Once a Hearing Examiner has served, that name will be placed at the bottom of the list. This person will be called upon again only if the first two cannot serve, or when that name moves upward on the list. The cost of the hearing will be shared equally by the Board and the CCEA.

- c. The Hearing Examiner will have the authority to hold hearings, collect written and verbal testimony and make procedural rules. The Hearing Examiner will have no authority to amend, modify, ignore, add to or subtract from the provisions of Board Policy. The Hearing Examiner will also be without power to issue an award inconsistent with the laws of the State of Colorado.
- d. All hearings will be closed to persons not specifically involved in the grievance. The Hearing Examiner's written report will be mailed simultaneously to the Board and the grievant within twenty (20) days of the conclusion of the hearing, and will set forth finding of fact, reasoning, conclusions, opinions and recommendations on the issues submitted. The report will be advisory only and be binding on neither the Board nor the grievant and/or representative.
- e. After conclusion of the hearing of the grievance by the Board, or after receiving the report of the Hearing Examiner, the Board will take action on the resolution of the grievance in a timely fashion at a regularly-scheduled Board meeting.

E. Miscellaneous Provisions

- 1. No reprisals will be taken against any person involved in any way in the grievance procedure by reason of such participation.
- 2. A class-action grievance may be filed by:
 - a. An aggrieved group of teachers from different buildings or the Association acting on their behalf, or
 - b. if a grievance affects a group of bargaining unit members, the Association may submit such a grievance, and
 - c. a class-action grievance must be filed in writing by a group of bargaining unit members or by the Association leadership on behalf of a group of bargaining unit members within thirty (30) days following the act or condition that is the basis of the grievance and the grievance shall begin at Level Two. The procedures of this policy, as outlined in Level Two, and Three shall be followed for class-action grievances.
- 3. All written and printed matter dealing with the processing of a grievance will be filed separately from any other personnel file(s)/record(s) of the participants.
- 4. At all steps of the process, the District and the grievant will make available to one another all information permitted by law which is in their possession or control, and which is relevant to the issues raised by the grievance upon request. Such information will be provided no later than two (2) days after a request for the information has been made and not later than two (2) days prior to any hearing provided the request is made at least four (4) days prior to the hearing.

5. When necessary at Level Two and Level Three for the grievant to attend a meeting or a hearing called by the Board, the Administration, or the Hearing Examiner, the Principal(s) of such teacher(s) will be notified, and he/she will be released without loss of pay for such time as attendance is required. If substitute teachers are needed, the cost will be shared equally by the grievant and the Board. Association leave will be charged where applicable for the Association's Representative, serving as the grievant's representative, or at Level Three as the Association's Representative.
6. Failure at any level of this procedure to appeal a decision in writing within the specified or mutually agreed upon time limits will indicate the forfeiture of the right of the grievant to proceed further in the grievance procedure, and the grievance will be considered settled, based upon the decision as stated in the previous step of the procedure.
7. The District and the Association will select a mutually-acceptable list of three (3) permanent Hearing Examiners. This list of individuals will be reviewed and updated annually.
8. Any provision of this policy may be modified if the parties mutually agree to do so. Such agreement(s) should be in writing.
9. This procedure will not abrogate the rights and responsibilities of the Board under the provisions of the Teacher Employment, Compensation, and Dismissal Act of the State of Colorado or other applicable laws.

F. Additional Provisions

1. The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.
2. If any provision of this policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.
3. Upon mutual agreement, this policy may be renegotiated in whole or in part at any time during the life of this policy.
4. Any additions, deletions or revisions to this policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption of the Board.
5. Neither the recognized Association nor the Board can refuse to negotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the teachers' annual contract year.

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Policy: 4136

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