

GRIEVANCE PROCEDURE (Teachers)

Section 1: Definitions

- A. A "Grievance" will mean a complaint by a Colorado licensed teacher employed by the Woodland Park School District that there has been as to the teacher a violation, misinterpretation or inequitable application of any of the provisions of this policy, or (2) that the teacher has been treated inequitably by reason of any act or condition which is contrary to established Board Policy or Administrative Policy or practice governing or affecting employees, except that the term "grievance" will not apply to any matter as to which the Board is without authority to act. If the staff concern or complaint is related to a violation of nondiscrimination, please refer to policy AC and regulation AC-R.
- B. An "aggrieved person" is the person or persons making the complaint.
- C. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint. For most purposes, no more than three persons will be included in a "party in interest". Exceptions may be made by request.
- D. The term "days" when used in this Article will, except where otherwise indicated, mean working days; thus, weekend or vacation days are excluded.
- E. The term "teacher" will apply to any employee covered by this policy.

Section 2: Purpose

The purpose of this procedure is to ensure policy is met in the handling of problems which may from time to time arise, affecting the welfare or working conditions of teachers in accordance with this policy. Both parties agree that grievance proceedings will be kept as informal and confidential as will be appropriate at any level of the procedure.

Section 3: General Procedures

- A. Time Limit: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement made in writing between both parties at any level.
- B. No Hold-overs: The grievance will be settled in the school year during which the grievance is filed.
- C. Attendance: At all levels of a grievance after it has been formally presented, at least one designee of the superintendent will attend any meetings, hearings, appeals and other proceedings required to process the grievance.
- D. Teachers' Rights: Nothing herein contained 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 without intervention of any third party, provided the adjustment is not inconsistent with the terms of this agreement.

Section 4: Initiation and Processing

A. LEVEL ONE: Teacher-Principal

If informal meetings have failed to resolve the conflict, a teacher with a grievance will notify the building principal in writing of the necessity for a level one grievance discussion.

It is the right of the teacher to bring a representative, chosen by the aggrieved person from among the school district employees in the teacher's school, to the level one grievance discussion; however, the principal must be notified in advance of the meeting.

B. LEVEL TWO - Teacher-Principal Hearing

1. If the teacher is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with his/her principal within five days. Information copies are to be sent by the aggrieved party to the representative, if chosen in LEVEL ONE, and to the superintendent. The principal will hold a hearing with the parties in interest within five days after receipt of the written grievance.
2. Within five days of hearing the appeal, the principal will communicate to the aggrieved employee and the superintendent his/her written decision, which will include supporting reasons therefore.

C. LEVEL THREE - Teacher-Superintendent

1. Within five days of receipt of the decision rendered by the principal, the decision of the principal in regard to such appeal may be further appealed to the superintendent. The appeal will include a copy of the decision being appealed and the grounds for regarding the decision as incorrect.
2. Appeals to the superintendent will be heard by the district grievance designee within ten days of the superintendent's receipt of the appeal. Written notice of the time and place of hearing will be given five days prior thereto to the aggrieved employee, his/her representative, if selected in LEVEL ONE, and the district grievance designee.
3. Within ten days of hearing the appeal, the district grievance designee will submit a written decision to the superintendent of schools. The district grievance designee will communicate the written decision, once approved by the superintendent, to the aggrieved employee, which will include supporting reasons therefore.

D. LEVEL FOUR – Board of Education

1. Usually within five days, but in any case, at the next noticed meeting of the Board of Education after receiving the LEVEL THREE written decision, the Board will choose whether to hear an appeal of the grievance. In the event that the Board of Education, within its sole discretion, affirmatively decides to hear an appeal the Board and the Superintendent will meet to discuss the decision no later than the next regular meeting of the Board. This meeting to be held in an executive session of the Board.
2. The Board will take official action on the written decision not later than at the next regularly scheduled meeting of the Board subsequent to the meeting mentioned in D.1. above. The decision of the Board will be final in compliance with the laws of the State of Colorado.

Section 5: General Provisions

A. REPRISALS

1. No reprisals of any kind will be taken by the Board or by any member of the administration against any party in interest, any School Representative, or any other participant in the grievance procedure by reason of such participation.
2. No reprisals of any kind will be taken by the person initiating a grievance against any persons or groups participating in the grievance procedure.

B. BOARD RIGHTS - The filing or pendency of any grievance under the provisions of this Article will in no way operate to impede, delay or interfere with the right of the Board to take action complained of, subject to the final decision on the grievance.

C. INDIVIDUAL RIGHTS - Nothing contained in this Article or elsewhere in this policy will be construed to prevent any individual employee from presenting and processing a grievance and having it adjusted without intervention of any third party if the adjustment is not consistent with the terms of this policy.

D. REPRESENTATION - Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing from the aggrieved person's school. The aggrieved person must also be present with the representative in all meetings requiring such attendance.

E. BREACH - The sole remedy available to any teacher for any alleged breach of this policy or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedures; provided that if a teacher elects to pursue any legal or statutory remedy for any alleged breach of this policy or any alleged violation of his/her rights thereunder, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

F. TIME LIMITS - Except for extenuating circumstances agreed upon by the parties involved, failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits will permit the grievant to proceed to the next step. Failure at any step within the specified time limits will be deemed to be acceptance of the decision rendered at that step.

G. FORMS - Forms for processing a grievance will be prepared by the superintendent. The forms will be printed by the Board and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.

I. INVESTIGATION - In the course of investigation of any grievance, the representative of the employee, if selected in LEVEL ONE, will report to the principal of the building being visited and will state the purpose of the visit immediately upon arrival.

J. INTERRUPTIONS - Every effort will be made by all parties to avoid interruptions of the classroom activities in all phases of the grievance procedure.

K. PROCEEDING TIMES - It will be the practice of all parties in interest to process grievances after the regular work day or at other times which do not interfere with assigned duties; provided, however, that upon mutual agreement by the aggrieved person and the Board to hold proceedings during regular working hours, the aggrieved person will be released from assigned duties without loss of salary.

- L. **THIRTY DAY LIMIT - NO GRIEVANCE WILL BE RECOGNIZED** by the Board or superintendent UNLESS it will have been PRESENTED at the appropriate level WITHIN TWENTY-ONE DAYS AFTER THE ACT or condition on which the grievance is based occurred; and, if not so presented, the right of grievance will be forfeited.
- M. CONSULTANTS - Either party may employ the services of an outside professional consultant at any level of the grievance procedure.

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