

## **Policy 5.021 C.E.S. Diversity, Equity and Inclusion Policy**

Cooperative Educational Services (C.E.S.) is committed to fostering, cultivating and preserving a culture of valuing diversity, advancing equity and ensuring inclusion. Every student and staff member deserves a respectful and safe learning and working environment in which all aspects of their identities are valued. C.E.S. is committed to identifying and correcting practices and policies that perpetuate opportunity gaps, discrimination and institutional racism in all forms in order to provide all of its students and staff members with the opportunity to succeed.

The purpose of this policy is to promote and ensure a learning and working environment where all are welcome, respected and valued, as well as to establish a framework for the elimination of bias, including racial and cultural bias, as factors affecting students, families and staff. The diversity of our student body, our community and our staff is a strength of C.E.S. that should be fostered. Educational equity benefits all students and our entire community. C.E.S. recognizes that these are long-term goals that require significant work and resources to implement.

### **Students and Families**

C.E.S. is committed to the learning, development and well-being of every student in each of our schools. To this end C.E.S. is committed to closing opportunity gaps and creating positive learning environments where all students, regardless of their race, color, religious creed, age, marital or civil union status, national origin, sex, sexual orientation, gender identity or expression, ancestry, residence, veteran status, present or past history of mental disorder, learning disability or physical disability including, but not limited to, blindness, or pregnancy, have the opportunity to benefit equally.

### **Staff**

Our most valuable asset is human capital. We embrace and encourage our employees' differences in age, race, disability, ethnicity, gender identity or expression, language, national origin, religion, sexual orientation, socio-economic status and other characteristics that make our employees unique. The collective sum of the individual differences, life experiences, knowledge, inventiveness, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only our culture, but our agency's achievements.

C.E.S. commits to :

- Provide every student with equitable access to high quality and culturally relevant instruction, curriculum, support, facilities and other educational resources, even when this means differentiating resources to accomplish this goal.
- Recruit, employ, support and retain a teacher, administrator, instructional support workforce that reflects the diversity of the student body.
- Provide professional learning opportunities to strengthen all staff members' understanding of issues surrounding diversity, equity and inclusion.
- Ensure that each school creates a welcoming culture and inclusive environment that reflects and supports the diversity of the student population, their families and

communities.

- Engage with families of students as partners in a way that values and respects their culture and language.
- Examine policies and practices, including assessment, that lead to the over-representation of students of color in areas such as special education and discipline.
- Ensure that classroom materials and curriculum reflect the diversity of students and staff, and are geared towards the understanding and appreciation of the uniqueness of each student, family and staff member.

## **Definitions**

### **Inclusion**

The practice or policy of providing equal access to opportunities and resources for people who might otherwise be excluded or marginalized, such as those who have physical or mental disabilities and members of other groups.

### **Opportunity gap**

“Opportunity gap” refers to the fact that the arbitrary circumstances in which people are born—such as their race, ethnicity, ZIP code, and socioeconomic status—determine their opportunities in life, rather than all people having the chance to achieve to the best of their potential.

### **Diversity**

A state of being in which members of a group represent varied social identities. It adds value to the human experience. Not the opposite of “majority”, or “normal”. Diversity includes characteristics of persons including, but not limited to race, culture, color, creed or religion, national origin, gender, mental and physical ability, age, marital status, family structure, citizenship status, sexual orientation, sexual expression or identity, economic status, veteran's status, and any other protected class in conformance with federal, state and local laws.

### **Ethnicity**

Cultural, behavioral and religious commonalities attributed to people belonging to a group as opposed to genetic inheritance – cultural identity.

### **Race**

A socially constructed categorization of people based on skin color, geographical origin and other physical characteristics.

**Racism**

The strategic use of prejudice plus power, wherein the concept of “race” is wielded by the dominant group to oppress, marginalize, and /or silence. Can be conscious or unconscious.

**Equity**

A condition in which people get what they need to thrive. Not the same as “equality,” where everyone gets the same thing.

**Institutional racism**

The collective failure of a public or private organization to provide an appropriate and professional service to people because of their race, color, culture or ethnic origin which can be seen or detected in practices, processes, systems, attitudes and behavior. It looks beyond individual acts of prejudice to the systemic biases that may be built into institutions. These systemic biases discriminate against and disadvantage people of color through unwitting prejudice, ignorance, thoughtlessness or racial stereotyping.

Conn. Gen. Stat. §§ 46a-60, 46a-81a, 46a-81c

ADOPTED: April 7, 2022

## **Diversity, Equity and Inclusion Policy Regulations**

All employees of C.E.S. have a responsibility to treat others with dignity and respect at all times and are expected to exhibit conduct that is inclusive. All employees are required to complete annual diversity, equity and inclusion related professional learning opportunities to enhance their knowledge to fulfill this responsibility. Any staff member who believes someone has been subjected to discrimination on the basis of race, color, religious creed, age, marital or civil union status, national origin, sex, sexual orientation, gender identity or expression, ancestry, residence, veteran status, present or past history of mental disorder, learning disability or physical disability including, but not limited to, blindness, or pregnancy may speak to any C.E.S. administrator to file a grievance and/or to discuss potential steps for conversation, mediation, learning and restoration of the relationship. Additionally, any employee may concurrently file a complaint with the Commission on Human Rights and Opportunities (CHRO) by contacting the Southwest Regional Office at 350 Fairfield Ave., Bridgeport CT by calling 203 579-6246 and/or the Equal Employment Opportunity Commission (EEOC) by contacting them at 1-800-669-4000 or using their online portal at <https://publicportal.eeoc.gov/Portal/Login.aspx>.

### **Grievance Procedures**

#### **Step 1 - Supervisor**

In an effort to resolve the issues, the grievant shall discuss the grievance informally with the supervisor. Such discussion shall take place within ten (10) days of when the grievant knew or should have known of the act or acts or circumstances upon which the grievance is based; otherwise, such grievance shall be deemed to have been waived. No formal written record shall be maintained at this step of the procedure with the exception of a record of the discussion. The grievant should attempt to resolve the grievance with the supervisor before initiating the formal proceeding.

#### **Step 2 – Division Director**

If the grievance has not been resolved at Step 1, the grievant shall submit the grievance and requested remedy in writing to his Division Director with a copy to the Personnel Office. Such written grievance shall be submitted within five (5) days of the informal discussion with the supervisor. The written statement shall include the following:

1. A statement of the nature of the dispute.
2. A concise statement of what action has given rise to the grievance.
3. A statement of what remedy the grievant is seeking. The Division Director shall respond in writing to the grievant within ten (10) days of receipt of the grievance.

#### **Step 3 – Associate Executive Director**

If the Division Director's response at Step 2 has failed to resolve the grievance, the grievant may submit a copy of the grievance and the Step 2 response to the Associate Executive Director within three (3) days of receipt of the Step 2 response. The Associate Executive Director shall schedule a hearing to consider the grievance. Said hearing shall take place within ten (10) days of receipt of the grievance. Effort will be made at the grievance hearing to resolve the differences between the parties to the dispute. If the grievant and the Associate Executive Director agree, the hearing may be waived. If the Grievance is not resolved, the Associate Executive Director will issue a written decision on the matter within five (5) days of the hearing or within ten (10) days of receipt of the grievance if no hearing is held.

#### **Step 4 – Executive Director**

If the Associate Executive Director's response at Step 3 has failed to resolve the grievance, the grievant may submit a copy of the grievance and the Step 3 response to the Executive Director within three (3) days of receipt of the Step 2 response. The Executive Director shall schedule a hearing to consider the grievance. Said hearing shall take place within ten (10) days of receipt of the grievance. Effort will be made at the grievance hearing to resolve the differences between the parties to the dispute. If the grievant and the Executive Director agree, the hearing may be waived. If the Grievance is not resolved, the Executive Director will issue a written decision on the matter within five (5) days of the hearing or within ten (10) days of receipt of the grievance if no hearing is held.

**Step 5 – Representative Council** If the Executive Director's response at step 3 has failed to resolve the grievance, the grievant may submit a copy of the grievance and the Step 3 response to the President of the Representative Council within three (3) days of receipt of the step 3 response. The President of the Representative Council shall schedule a hearing with the Representative Council to consider the grievance. Said hearing shall take place no later than the next Representative Council meeting provided the grievance has been received at least five (5) days before said meeting. Effort will be made at the grievance hearing to resolve the differences between the parties to the dispute. If the grievant and the President of the Representative Council agree, the hearing may be waived. If the grievance is not resolved, the President of the Representative Council will issue a written statement of the Representative Council's decision on the matter within five (5) days of the hearing or, in the event no hearing is held, within five (5) days within the date of the decision by the Representative Council. The decision of the Representative Council shall be final and binding.

#### **Alternate Procedure for Division Directors**

When the grievant is a Division Director, the grievance shall be initiated at step 3. The respondent at step 5 shall be the Executive Committee of the Representative Council.

#### **Non-Retaliation**

No grievant or any other employee participating in a grievance procedure shall be subjected to retaliation or reprisal because of participation in the processing of any grievance.

**Policy Violation**

Any employee found to have exhibited any inappropriate conduct or behavior against others in violation of this policy are subject to disciplinary action up to and including termination of employment.