

## **ARTICLE III – EMPLOYEE RIGHTS**

### **Section 1: Disciplinary Action for Just Cause**

- A. Discipline is any action not adversely affecting the contract status of an employee.
- B. Formal discipline is disciplinary action which results in a written record being placed in an employee's personnel file and will include the reason(s) for such action. Any document that will be placed in an employee's file will be labeled as such.
- C. Any specific complaint that might lead to discipline made against an employee or person for whom the employee is administratively responsible will be promptly, within two (2) business days, called to the attention of the employee except in cases where it might impede investigation of a potential criminal complaint.
- D. An employee may be disciplined for just cause ([see Appendix](#)). Charges forming the basis for a disciplinary action shall be made available to the affected employee at the time action is taken.
- E. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated the disciplinary action.
- F. All employees shall be entitled to have a representative of his/her own choosing present during any formal disciplinary action, and advised by the administrator of this right, and shall be given adequate time for preparation.
- G. Formal disciplinary action shall provide the employee with the right to be heard and in each case shall afford recourse to the Grievance Procedure.
- H. In matters involving adverse contract changes, including nonrenewal and discharge, affected employees shall use appeal procedures provided in applicable statutes rather than the Grievance Procedure.

### **Section 2: Personnel Files**

- A. The official personnel file of each employee is confidential and, as such, shall be available for inspection only to the management of the District and the individual employee, except as required by Public Records law. During regular working hours, individual employees shall, upon request, have the opportunity to review the contents of their personnel file and copy, at their expense, materials within the file. (2012)
- B. At the employee's request, some other individual of the employee's choosing may be present for the review of the official personnel file. No review of the official personnel file will be authorized unless supervised by the Superintendent or his/her designee. Nothing in the file may be removed, changed, or destroyed by the employee.
- C. The employee shall have an opportunity to attach written comments to anything in his/her file which he/she considers to be derogatory.
- D. On and after the effective date of this Agreement, copies of all written materials originated by the employee's site administrator shall be forwarded to the employee at the time they are placed in the official personnel file.
- E. Each certificated employee's official personnel file will contain only information pertinent to that employee's employment with the District. Unsubstantiated material derogatory to a staff member will not be placed in official personnel files. Substantiated material derogatory to the employee shall be kept only in the official

personnel file. Administrators will be allowed to keep working personnel files for the purpose of yearly evaluations, but these files are to be destroyed at the end of the year.

- F. Any derogatory material not shared with an employee within twenty (20) working days of receipt or composition thereof shall not be allowed as evidence in any grievance or in any disciplinary action against such employee, nor shall any such materials be kept or placed in the official personnel file without the employee's knowledge and opportunity to attach his/her comments thereto.
- G. The employee has twenty (20) working days from the receipt of disciplinary material placed in the file to submit a statement in response to the information. Excepting formal evaluation reports, the personnel file of each employee shall be purged of disciplinary material older than five (5) years at the employee's direction.

### **Section 3: Academic Freedom**

- A. The parties agree that the Board of Directors, under Washington State Law, has final authority and responsibility in connection with the development and adoption of courses of study and lists of instructional materials. The parties adhere to the principle of the employee's freedom to provide supplemental materials and to think and express ideas and concepts on issues including controversial issues, when such are germane to the District's instructional program, and when related to subject matter in a given grade level. Employees will use professional judgment in determining the appropriateness of the issues presented, taking into consideration the maturity level of students and with full cognizance that the District schools are not the appropriate forum for religious, political, or other propaganda, or for the militant advocacy of any particular cause or point of view.
- B. Questionable matters shall be referred to the site administrator in advance of presentation for decision by the site administrator on their use.
- C. The parties further agree that academic freedom matters shall be an appropriate subject for conference between the Association and the District.
- D. No mechanical or electronic device will be utilized to observe or place under surveillance any teacher without his/her knowledge or consent.

### **Section 4: Nondiscrimination**

- A. The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, gender, gender identity, marital status, race, color, creed, national origin, religion, political affiliation, honorably discharged veteran or military status, the use of a trained guide dog or service animal by a person with a disability, or the presence of any disability unless such disability prevents the employee from performing the duties of this position.
- B. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both singular and the plural.
- C. The District agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint, coercion, or harassment by the District representative against any employee.
- D. The Association recognizes its responsibility as bargaining agent and agrees to represent equally all employees in the bargaining unit without discrimination, interference, restraint, coercion, or harassment.
- E. The private and personal life of any employee is not within the appropriate concern of the Board unless such private and personal life directly affects the employee's job assignment.

### **Section 5: Harassment**

- A. The Deer Park School District is a harassment free work zone.
- B. The District prohibits sexual harassment of students, employees and others involved in School District activities. (Deer Park School District, School Board Policy No. 3205 and No. 5011)
- C. The District promotes mutual respect, civility and orderly conduct among District employees, parents and the public. Every effort will be made to maintain a reasonable, safe, harassment-free workplace for students and staff. Positive communication is encouraged and volatile, hostile, or aggressive actions are discouraged. Loud and/or offensive language which could provoke a violent reaction needs to be reported. (Deer Park School District, School Board Policy No. 4201)
- D. Reporting forms are available from the Deer Park School District Human Resources Department.

### **Section 6: Employee Facilities**

- A. The District will provide the following facilities and equipment for use of employees:
  - 1. Designated space for storage and instructional materials for all classes.
  - 2. A work area with ~~such~~ adequate functioning equipment, supplies and materials that employees need to fulfill their duties. The District will provide access to a site copy machine for legal reproduction of materials for instruction.
  - 3. A faculty lounge.
- B. All employees will be given keys to their classrooms, work area, and upon request, to the outside door of their assigned site.

### **Section 7: Classroom Visitation**

To provide patrons of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

- A. All visitors to a school who wish to visit a classroom shall obtain the approval of the site administrator or his/her designee and such appointments shall be coordinated with the affected employee.
- B. The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

### **Section 8: Staff Protection**

The District agrees that it will include employees as insured(s) in the District liability policy. The District shall reimburse employees for replacement of any clothing or other personal property damaged or destroyed in a disturbance as provided by RCW 28A.400.370.