

Article 4.0 – Employee Rights

- 4.1 Individual Rights** – The private and personal life of an employee is not within the appropriate concern or attention of the Board, except as it affects job performance or may be contrary to *WAC 181-87 (Code of Professional Conduct for Education Practitioners)*.

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive but are in addition to those provided elsewhere.

- 4.2 Just Cause** – No employee shall be warned, reprimanded or suspended, without pay, or discharged without just and sufficient cause. The specific grounds forming the basis of such disciplinary action will be made available to the employee and to the Association in writing. This section shall in no way be interpreted to preclude the administrator's right to discuss, informally, his or her concerns about the employee's performance and its upgrading.

Subject to the foregoing, an employee shall be entitled to have a representative of the Association present during any interview that they reasonably believe might lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee for a reasonable period of time to allow such representative to be present. Further, if disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken. This paragraph shall not relate to the assignment, reassignment, or frequency of hiring represented substitutes.

The District agrees to follow a policy of progressive discipline, which normally includes in this order: verbal warning; written reprimand; suspension without pay; and discharge. Any disciplinary action taken against an employee shall be appropriate to the behavior that precipitates said action.

The parties affirm that it is desirable to have complaints against employees addressed and where possible resolved at the lowest possible level, directly between the complainant and the employee. To this end, the District will encourage complainants to take up their complaints directly with the employee complained of, where this option is considered safe. Where the complainant is another District employee, the parties will be given the opportunity to participate in mediation for the purpose of resolving the complaint.

Employees shall be notified within seven (7) days of complaints that may lead to discipline.

If, in the course of an investigation, employees are interviewed as part of that investigation, a written summary of the information gathered will be provided to the employee upon request in order to verify the accuracy of the information, make corrections, or attach comments for clarification. The employee will be provided the opportunity to sign this summary verifying its accuracy and content.

In the course of an investigation, the District will endeavor to protect the privacy of the employee(s) being investigated, limiting disclosure to third parties of information relating to the investigation to those with a legitimate need to know. It is understood that the use of administrative leave will be reserved for allegations of serious misconduct and at the discretion of the District. Prior to the conclusion of an investigation, the employee will have the opportunity to suggest additional witnesses and additional investigation questions. In the case of investigations conducted by outside administrative and/or governmental agencies, association leave is available in accord with section 5.7 for an employee desiring Association representation.

If, after investigation, the allegation is determined to be unsubstantiated, the employee may request, and the District will provide, a letter indicating such.

- 4.3 Academic Freedom –** Academic freedom shall be guaranteed to all employees. Employees shall be guaranteed professional freedom in classroom presentations and discussions and may allow discussion on political, religious, or otherwise controversial material provided this is done on an informative basis only and is reasonably within the course content as contained in the District adopted learning goals and objectives.

When such an issue is discussed, it is the responsibility of the employee to ensure that all sides of the issue are equally discussed. Employees shall not become advocates of a particular point of view on controversial issues in classroom situations. Students shall have the opportunity to find, collect, and assemble factual material on the subject; to interpret the data without prejudice, to reconsider assumptions and claims, and to reach their own conclusions.

Employees who operate within these regulations shall have the full support of the Board and the Administration.

No mechanical or electronic device shall be utilized in any classroom or brought in on a temporary basis, which would allow a person to be able to listen to or record the procedures in any class without the prior knowledge of the employees involved.

This section shall not restrict the right of the District to assign lesson plans and procedures to substitute teachers.

- 4.4 Personnel Files –** For the purpose of this section, the term “personnel file” refers to the District’s official file for each employee, which is kept at the District’s main office. The term “working file” refers to an evaluator’s file, which is kept at a work site.

The content of the working file may be reviewed at any time by the evaluator and employee.

Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as employment references leaving the District. Upon request, a copy of any documents contained therein shall be furnished to the employee at cost. Anyone, at the employee’s request, may be present at this review, which may be in the presence of an administrative staff member.

Each employee's personnel file shall contain the following items of information as a minimum; evaluation reports, annual contracts, a copy of current teaching certificate, transcripts of academic records, and disciplinary actions. An employee may seek to have any such material removed.

No evaluation, correspondence, or other material containing disparaging remarks about an employee shall be placed in either file without the employee's knowledge and right to attach his or her signed written comments.

With the exception of evaluation reports, all derogatory information and information forming the basis for any reprimand, warning, discipline, or adverse effect shall be removed from the personnel file after three (3) years from the date of entry and from the working file after one (1) year from date of entry. However, if other such instances occur during the respective time periods, this timeline will begin from the latest entry. This paragraph shall not be construed as applying to any information required to be retained by *RCW 28A.400.301*. For the purposes of this paragraph, Appendix 6 shall be considered an evaluation report for those employees on short form evaluation for whom the evaluator elects to utilize subsection 8.6.2.1.

Electronic drafts of appendices 6, 7 and/or 8 are excluded from the operation of this section.

The employee shall acknowledge that he or she has read such material by affixing his or her signature and the date on the actual copy to be filed. It is understood that such a signature merely signifies that the employee has read the material to be filed.

- 4.5 Employee Protection** – The District agrees to provide insurance to hold employees harmless and defend them from loss, including reasonable attorney’s fees for actions arising out of any claim, demand, suit, or judgment by reason of any negligent act or negligent failure to act by such employee, within or without the school building, provided such employee, at the time of the act or omission complained of, was acting within the scope of employment or under the direction of the District.

Assaults upon employees shall be promptly reported to the Administration. While employees are encouraged to inform the Administration of any legal interventions filed, they are not required to seek administrative support or permission to do so. The District will render all assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

The District shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof when that is deemed necessary by such employees. Such insurance protection shall include liability insurance covering injury to persons and property and insurance protecting those employees from loss or damage of their personal property incurred while so engaged.

Employees shall be designated as insured parties in policies of insurance provided herein.

- 4.6 Student Discipline** – School rules and regulations shall be enforced and be interpreted to ensure that the optimum learning atmosphere of the classroom is maintained, and that the highest consideration is given to the judgment of qualified, certificated educators regarding conditions necessary to maintain the optimum learning atmosphere.

The Principal and the certificated employees in each school building shall confer at least annually for the purpose of developing, or renewing, or both, building discipline standards and the uniform enforcement of those standards. Such procedures shall be developed with participation of parents and the community. Such review shall include distribution of applicable RCW’s, WAC’s, and Oak Harbor Public Schools Board Policy. Discipline standards and regulatory rules will be distributed to staff within the first four (4) weeks of each school year.

Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under an employee’s immediate supervision may be excluded from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day or until the Principal or his or her designee and the employee have conferred, whichever occurs first. Provided that, except in emergency circumstances, the employee shall have first attempted at least one (1) or more alternative forms of corrective action: Provided further that in no event without the consent of the employee shall an excluded student be returned during the balance of that class or activity period. At the employee’s request, the employee and the parent shall be notified in writing regarding resolution of the specific discipline problem.

It is recognized that the procedural rights and protections afforded to special education students may, in some instances, supersede the rights of employees relating to student discipline provided for herein.

Each building administrator shall provide for and designate a location and a person(s) in each building where a student excluded from class will report.

If an employee's recommendation regarding discipline is not applied; or if an employee's imposed discipline is overturned or modified by an administrator over the objection of the employee; or if the employee feels that the discipline applied by an administrator is not appropriate to the situation or individual involved, the administrator will, at the employee's request, meet with employee and discuss such actions.

No action shall be taken regarding the reassignment of students to a new or different class(es) as the result of complaints or allegations made about the employee's professional practices, instructional techniques, or discipline procedures without first conferring with the affected employee about the student's reassignment.

All staff will work cooperatively toward consistent enforcement of proper student behavior throughout each school as well as within each classroom.

Teachers will maintain good order appropriate to the activity in their classrooms, hold students to strict accountability while in school for any disorderly conduct while under their supervision, and give careful attention to the maintenance of a healthful atmosphere in the classroom.

An employee may use such force as is necessary to protect him or herself, fellow employees, or students from attack, physical abuse, or injury. The administrator's designee for purposes of this section shall be a certificated employee or dean of students.

4.7 Individual Employee Contract – The District shall provide each employee a contract with all assignments indicated therein and in conformity with Washington State Law, State Board of Education regulations, and District policies, procedures, and agreements.

4.7.1 Copies of Contract – A contract shall be given to the employee each year for signature. The contract date of issue will be determined by the District and shall be signed and returned within five (5) days of receipt. One (1) copy is retained by that employee at the time it is signed and one is retained by Human Resources for the personnel file.

4.7.2 Release from Contract – An employee under contract for the ensuing school year shall be released from obligations of the contract upon request under the following conditions:

4.7.2.1 A letter of resignation must be submitted to the Superintendent.

4.7.2.2 A release from contract for an ensuing school year shall be granted provided a letter of resignation is submitted prior to July 1.

4.7.2.3 A release from contract may be granted after July 1 provided a satisfactory replacement, as determined by the District or its designee, can be obtained.

4.7.2.4 A release from contract may be granted in case of illness or other personal matters, which make it impossible for the employee to continue in the District.

4.7.3 Length of Contract – For 2021-22 the length of the regular employee contract shall be one-hundred eighty-three (183) days, inclusive of three (3) state-funded

Professional Learning Days, with the remaining 4.5 days of extra time paid on a supplemental contract. For 2022-23 the length of the regular employee contract shall be one-hundred eighty-three (183) days, inclusive of three (3) state-funded Professional Learning Days, with 5.5 days of extra time paid on a supplemental contract. For 2023-24 the length of the regular employee contract shall be one-hundred eighty-three (183) days, inclusive of three (3) state-funded Professional Learning Days, with 5.5 days of extra time paid on a supplemental contract. Any extension of contracted days by the District shall be computed by dividing the total number of contracted work days by one (1/183), unless mutually agreed to the contrary by the employee, the Association, and the District. All extensions of the contract beyond the one-hundred-eighty (180) day school calendar and the state-funded professional learning days will be paid and reported on supplemental contracts.

4.7.4 Payment and Repayment – In accordance with state law, all employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the employee's contracted salary.

Payroll checks shall be issued to the employee on the last business day of each month and, upon request, shall be deposited in the employee's account.

Corrections shall be made on or before the 15th day of the next month. When an overpayment is made, repayment deductions shall be made over two (2) pay periods, provided cumulative errors shall be corrected at the rate they accumulate, except as to an employee who is leaving the District, repayment must be made before the final check is issued.

4.8 Extended Contracts – Extended contracts for supplemental assignments are for specified periods and shall be in accordance with current statutory provisions. The District shall notify employees of appointments for the next year as early as possible. The District shall issue supplemental contracts for the next year as early as possible.

4.9 Transfer/Reassignment – In the absence of unusual circumstances, e.g., substantial reduction in work forces due to economic circumstances or lack of student enrollment in a particular area, employees will not ordinarily be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades, and/or other classes outside their teaching certificates and/or their major or minor fields of study or qualification in specialty areas. In the event that the District involuntarily transfers an employee to a subject area outside the employee's experience, the District and the employee will create a plan to help the employee succeed in the new assignment. The District will give due consideration on evaluations for employees who have been assigned to an area outside of their experience. All vacancies or new positions shall be filled on the basis of qualifications for the position as determined by the District Superintendent and the Board.

4.9.1 Involuntary Employee Transfer – In the determination of assignments and transfers, the convenience and the work of the employee should be considered to the extent that these considerations do not conflict with the needs of the District. The District will endeavor to exempt provisional employees from involuntary transfer. Additionally, the District will endeavor to involuntarily transfer the same employee no more than once every three (3) years. Prior to implementing an involuntary transfer, the District will first seek volunteers at the building site. In making an involuntary transfer, seniority and qualifications will be considered by the District. In the event the District determines an involuntary transfer/reassignment of any employee to a different room, to a different grade level in the same room, or to a different building is necessary after the teacher

workday at the beginning of a school year, the District will make available a substitute for one (1) day to free the employee to accomplish the move or, if the District determines that it is necessary to complete this reassignment or transfer during a non-contracted day, said employee will be reimbursed for one (1) day at their daily rate of pay.

When a situation requires the move of an entire building to a different location, the District will contribute the equivalent of two (2) days per diem pay per FTE to a pool of days available to compensate employees for the time required to make such a move. Moving days will be distributed according to needs as established at the building level. Such moves will not be scheduled within the student year except as mutually agreed otherwise.

District property lost or damaged during the relocation of a building will be considered for replacement or repair by the District on a case-by-case basis. Employees are obligated to report loss or damage within ten (10) working days of the completion of the relocation.

4.9.2 Voluntary Employee Transfer Request - To assure that employees are made aware of any vacancies or newly created positions which occur at any time within the District, all vacancies and new positions that become available before April 30 shall be publicized to the staff via district email for at least three (3) business days before being posted externally.

An exception to this requirement may be made in the case of postings for a pool of candidates to fill unspecified grade level positions at multiple schools. However, in this event the District will publicize specific openings internally, and internal candidates will be considered and interviewed prior to external pool applicants being placed.

Employees who desire a transfer and/or reassignment to a published, open, continuing position shall submit an email of interest with an attached resume and cover letter to HR, the OHEA President and the building Principal. Employees who follow the above procedures to apply for positions within the three (3) business day timeline referenced above will be considered and interviewed for any position for which they are qualified before external candidates are considered.

After April 30, internal candidates who express interest in a position will be considered along with external candidates.

The interviewing administrator will provide feedback to an employee who is denied a transfer/reassignment upon request.

The District will attempt to have all new or recently vacated positions posted to staff by summer dismissal.

4.10 Other Payroll Deductions and Automatic Monthly Deposits – All employees' salaries are subject to the following payroll deductions:

- Withholding tax;
- FICA (OASI);
- Dues and representation fees pursuant to Article 3.0 and section 3.7;
- Industrial insurance deduction;
- State teachers' retirement system; and

- Absences not provided for by leaves, computed at the employee's basic daily rate of pay.

And within the capability of the District's Business Office, deductions authorized by the employee for:

- Additional withholding tax;
- Medical or dental premiums not paid by the District for plans authorized by section 6.8;
- WEA salary insurance;
- Tax-sheltered annuities; and
- Charitable deductions, such as United Way, with priority given to those that must be deducted from an employee's pay to qualify for federal tax deductions.

All new employees will be automatically required to enroll in electronic transfer of paychecks.

- 4.11 Employer Liability for Volunteer Trips** – Employees who drive students to school connected activities which take place away from the school building shall do so only with the advance approval of their Principal or immediate supervisor. In such event, the employee shall be relieved of all personal liability for any accident which may occur in connection with such trip except in case of gross negligence. Employees shall be reimbursed for vehicle use at the rate prescribed for employees of the Washington State Office of Superintendent of Public Instruction (OSPI).
- 4.12 Employees New to the District** – Employees new to the District shall be paid per diem of their daily rate for all days required by the District to be worked prior to the first contracted day.