

**Negotiated Teacher Rights****A. Use of School Buildings by Staff During Non-school Hours**

Staff members are permitted to work in school buildings during off-duty hours, however, arrangements for that work will be made with the building administrator. It is the staff member's responsibility to maintain security of the building when personnel normally charged with that responsibility are not present.

**B. Just Cause**

No teacher shall be discharged, reprimanded, disciplined, suspended, reduced in compensation, transferred, adversely evaluated or terminated without just cause and due process. This provision does not apply to the non-renewal of probationary teachers.

**C. Evaluation of Students**

The teacher has the right and responsibility to evaluate student performance in accordance with the individual schools' policy. Evaluation systems will be utilized which are non-discriminatory, fair and consistent.

If an evaluation or grade is brought into review, an administrator will consult with the teacher who made the evaluation or issued the final grade. If the review results in a change, the administrator will provide written notification to the teacher in a timely manner.

**D. Criticism of Teachers**

1. The normal process for addressing criticism or concerns brought to an administrator regarding a specific teacher is:
  - a) Step 1: Contact the teacher about whom the concern was raised to discuss the concern and the administrator's initial judgment about the seriousness of it.
  - b) Step 2: The administrator may then choose to consider the investigation into the matter completed or conduct additional investigation into the matter and would normally communicate this information to the teacher.
  - c) In a limited number of situations (for example, to comply with the law or when no specific individual is identified), these steps may not be followed.
  - d) The intent of this section is to ensure that concerns are addressed in a timely manner and that the parties involved are aware of the process for considering the concern.
2. In addition to the above, the teacher will be given written notice of, and have the right to respond to, any material or information which is critical or negative

in any nature concerning the teacher, and to be advised of the source of any such information, before such material or information may be used in any formal process involving matters such as reprimand, discipline, suspension, reduction in compensation, transfer, evaluation or termination.

- a) When an administrator receives information, which in the administrator's judgment could become part of such a process, the administrator, prior to the utilization of said material in any formal process, has the obligation to inform the teacher of that material in a timely manner.
  - b) The teacher will be given the opportunity to attach a written response and/or rebuttal to the formal record of any negative or critical material or information.
  - c) Under certain circumstances, the identity of the source of critical or negative material may be kept confidential if the administrator has an objective basis to believe that the release of the identity would be detrimental to the health or safety of the source.
3. It is the responsibility of a teacher to meet with students and/or their parents regarding a question or criticism of his/her job performance, if the students or parents request a meeting. In the event of such a meeting, the teacher may request the presence of the building administrator, and the administrator will make every effort to provide for the professional integrity of the teacher.
  4. Upon written request to the principal, in the case of a building file, or to the Assistant Superintendent of Human Resources in the case of the District personnel file, consideration will be given to removing a notation, which reflects adversely upon the teacher from the teacher's file. In the event the request for removal is denied, the written reasons for denial shall be provided to the teacher. Nothing in this section pertains to ratings or comments on evaluations.

E. Professional Communications

In all meetings involving teachers and administrators, the parties shall be responsible for ensuring that communications are conducted in a manner that maintains professional integrity.

F. Required Meetings or Hearings

Any teacher required to appear at a meeting or hearing before the Superintendent or his/her designee or the Board, or representative thereof, or to make an oral/written statement concerning a matter which could adversely affect the employment of the teacher, will be given written notice of the reason(s) for such a meeting or hearing and will be entitled to have another person of his/her choosing

present to advise or represent him/her. The meeting will be scheduled at a time that allows the teacher to secure representation. In addition, if the member chooses initially to attend such a meeting without a representative but requests a representative during the meeting, the administrator conducting the meeting shall halt the meeting in order to schedule it for a time when a representative can attend. This policy, however, does not preclude a teacher and administrator from having normal conferences and conversations. Any suspension of a teacher pending charges will be with pay.

G. Cooperating Teacher/Mentor Teacher

1. Each prospective cooperating teacher/supervisor may accept or reject a student teacher/resident or intern teacher. A teacher will receive the requests to take a student teacher/resident or intern at least three (3) weeks prior to the commencement of the assignment unless circumstances warrant otherwise. The prospective supervisor will be involved in the interviewing and the recommendation to hire any prospective resident or intern.
2. A cooperating teacher supervising a student teacher will be paid, in addition to his/her contract salary, the total amount of money received from the sponsoring college or university.
3. A mentor teacher of a resident or first-year teacher will be paid in accordance with Policy 4141.
4. The building decision to construct a staff design utilizing certified resident/intern teachers will be made in accordance with appropriate staff design directive. No school will exceed thirty percent of its certificated staffing allocation for other than certified teaching personnel.

H. Notification of Garnishment of Wages

When the District is served with notification of garnishment action against a teacher, the District will, upon receipt, inform the teacher in writing of its legal obligation to garnishee the wage.

I. Electronic Devices

- i. Any information gathered by electronic devices shall be communicated to the teacher in a timely manner.
- ii. The provisions of section "B" above also apply to the use of information obtained through electronic devices.
- iii. Additionally, no information to be used in a teacher's evaluation report shall be gathered by electronic devices without the written consent of the teacher.
- iv. The District will comply with all state and federal laws.

J. Payment for Damages to Personal Property

The District recognizes that losses to personal property occasionally occur in spite of the exercise of reasonable precautions. Accordingly, if losses as described below occur, and the District finds the employee acted prudently, the District will pay an amount up to \$250.00 per occurrence (“amount allowed”), and not to exceed \$50,000 in the District aggregate per fiscal year, to be paid either to the employee for the loss or toward the insurance deductible for the loss, upon the submission of a complete claim for such payment. A claim must include evidence of a police report, report to the principal or supervisor within 48 hours of notice of the occurrence of loss, a description of how the loss occurred and a statement about what precautions against the loss were taken, and proof that an insurance claim was filed or a statement that coverage is not available.

- (a) Personal Assault: In the event an employee, while acting within the scope of his/her employment, has his/her personal effects such as clothing, glasses or jewelry damaged or destroyed as a result of an attack, assault, or pupil supervision problem, the District, will under District procedures, reimburse the teacher the allowed amount to repair or replace the item(s), provided such damage or destruction is not the result of the employee’s negligence.
- (b) Stolen Personal Items: The District will reimburse the employee the allowed amount for wallets/purses, outerwear and briefcases and contents, if appropriate, which are stolen while on school grounds.
- (c) Stolen/Damaged Personal Property Used for Instruction: The District will reimburse the employee the allowed amount for stolen or damaged personal property used for instructional purposes at school.
- (d) Damaged Property – Automobiles: The District will pay the allowed amount toward the insurance deductible for automobile damage due to vandalism providing the employee was acting within the scope of his/her employment.

K. Space for Personal Property

The District will provide a suitable space for reasonable personal effects, such as purses or briefcases in or reasonable near to each employee’s office, classroom, or workspace, that may be locked or secured to inhibit theft by students, visitors or vendors. In the event an employee brings a larger personal item for use at work, specific security arrangements should be made with the building administrator if there is not adequate secure space in or near the employee’s work area.

L. District and Other Equipment and Technology.

When employees are issued or entrusted with equipment or technology including such items as mobile phones, notebook, desktop and other computers, smart boards, projectors, iPods or other devices, the employee is expected to act prudently in the use and safekeeping of such items. The District agrees to not hold

employees responsible for lost or damaged equipment when the employee's actions have been prudent. When an employee, in reasonably carrying out building, worksite or District policy or procedure utilizes or takes control of student devices or equipment, the District will not hold the employee responsible for loss of or damage to the equipment when the employee's actions in the matter have been prudent and consistent with policy or procedure. This provision shall sunset with the adoption of policies and/or procedures based on recommendations from the Technology Task Force.

M. Protection and Safety

1. The District and the Association agree that schools need to be orderly, peaceful environments where high quality education can take place without the fear of physical and/or verbal violence.
2. In order to meet the goal of having safe schools for employees and students while protecting the integrity of the learning environment, there must be policies and procedures that address the various aspects of school safety.
3. It is not the intent of this policy to discourage individuals or groups from providing teachers with feedback, either positive or negative, regarding parents' or their children's concerns about the quality of instruction, classroom atmosphere, discipline, or interpersonal communication, or other relevant issues.
4. The integrity of the instructional process should be paramount in the school system. In order to maintain that integrity, conferences, meetings, discussions of concerns, etc. should be scheduled outside of the scheduled instructional day. Teachers will not be required to meet with parents during instructional time. If parents attempt to address concerns regarding their child with a teacher while class is in session, the teacher will direct the parent to call to set up an appointment or to contact the principal.
5. When concerns are shared in a hostile manner by parents, guardians, or students through the use of abusive language, insults, threats, unwanted conduct, or loud discourse, the teacher is not obliged to continue.
6. Harassment/intimidation exists if an individual or group:
  - directs personal insults (whether transmitted in writing, orally, or by electronic means) that are likely to incite an immediate adverse response from the person(s) being addressed
  - threatens the employee with physical harm or actually harms a person
  - damages, defaces or destroys private property of any person
  - commits an act of harassment or intimidation (as defined by statute)
  - places a person in position of feeling at risk of emotional or psychological

harm.

Staff members, who believe they have been the subject of harassment and/or intimidation, or who have witnessed harassment and/or intimidation, will report the incident immediately to the principal or designee. The results of any investigation will be reported to the complainant and further action as deemed appropriate will be taken (which may include reporting the incident to law enforcement authorities).

Ⓔ 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 application 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 by 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 teachers' annual contract year.

Revised: June 8, 2009

Adopted: August 10, 2009

Effective: July 1, 2009

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**for the Association**

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**for the District**

**Date:** \_\_\_\_\_