

KNOW YOUR CONTRACT

I was reading my contract and it says that I can only be disciplined by my administrator if he/she has *just cause*. What does that mean? If he or she has a *cause*, they can discipline me?

Licensed Agreement: ARTICLE 9 – Right to Representation

9-1 Except in cases of emergency, when a principal plans to take disciplinary action against a teacher, the teacher shall be so informed and may request that an Association representative be present before the conference commences. Whenever legal proceedings are commenced regarding the matter in question, by other than the Association counsel, all rights under this Article shall cease.

9-2 No written reprimand shall be issued nor shall a teacher be suspended without pay except **for just cause**.

ESP Agreement: ARTICLE 8 - Disciplinary Actions

8-1 Employees will be provided with written notice of charges or complaints prior to action being taken.

8-2 No non-probationary employees will be disciplined **without just cause**. Probationary status is defined by Board policy.

There are 7 tests of *just cause*. All 7 have to be answered in the affirmative before discipline can occur.

- 1- Was the employee forewarned of the consequences of his or her actions?
- 2- Are the employer's rules reasonably related to business efficiency and performance the employer might reasonably expect from the employee?
- 3- Was an effort made before discharge to determine whether the employee was guilty as charged?
- 4- Was the investigation conducted fairly and objectively?
- 5- Did the employer obtain substantial evidence of the employee's guilt?
- 6- Were the rules applied fairly and without discrimination?
- 7- Was the degree of discipline reasonably related to the seriousness of the employee's offense and the employee's past record?

Your building administrator is not required to inform you of your rights.

It is up to you to *Know Your Contract!*