



## Know Your Contract: January 2010

**Sometimes** the world gets to be too much!

**The** pressure of dealing with students and parents gets to you. On top of that, your colleagues manage to rub you the wrong way. Then, when your Administrator mentions that he/she believes you could have handled a situation in a better way ... well, that tops it off! The temptation is to share your thoughts without observing all the proper amenities.

**While** it is hard to resist, at times, telling off the “Boss” – or anyone else – it is unwise. Walk away from it. Try to get away from the school situation. Separate yourself so that it’s not always on your mind. Most situations will look less overwhelming, threatening and/or frustrating after a night’s rest. Remember: life does not begin and end at school.

**One** of the least understood concepts in an employment situation is “insubordination.” The dictionary defines it as being “unwilling to submit to authority.” It may be difficult to understand or accept – but everyone usually has a “Boss.” Being in that role does give the person some supervisory rights, since management is expected to exert some leadership to direct the institutional operations. (PLEASE NOTE: You are **not** insubordinate if you don’t carry out a directive which you feel could reasonably result in injury to physical health or safety.)

**Those** rights, however, are limited by the Contract and other rules and regulations. The administrator has the right to issue reasonable orders and directions – if they conform to the Contract (or Ed Code.)

**If you**, as a member of AEA, think that the Site Administrator or District management personnel has given you a directive or order that violates the Contract or Ed Code, DO IT to the extent possible and necessary. At the same time, plan to pursue those remedies available to you under Article 14 “Grievance Procedure” starting on page 34 in the Contract.

**GRIEVANCE PROCESSING:** A teacher’s first protection is the Contract which

defines the terms and conditions of his/her employment. In many ways, it’s the mutually agreed upon “Code of Ethics” under which all parties must conduct business. The main enforcement tool used to maintain the integrity of that mutually agreed upon Contract is the Grievance Procedure outlined in Article 14.

**A grievance** is a legal procedure to address misrepresentation, misapplication or violation of the Contract – intended or unintended. A grievance is based on the language of that Contract. It is not a process to harass or a means to “get” anyone. Because the Grievance Procedure in Article 14 is legally defined in the Contract, it guarantees that a teacher who files a grievance is protected from any potential reprisals or consequences based on the fact that it was filed.

**Article 14:** “Grievance Procedure” starts on pg. 34 of the AEA/AUSD Contract. It outlines the specifics, including steps and timelines. If I may humbly suggest ... **READ IT!!** Each site has hard copies and it’s on both the Association’s and the District’s websites.

**As** always, AEA is but a phone call (754-0300) ... fax (754-0353) ... or email [AEAPresident@aol.com](mailto:AEAPresident@aol.com) away.

### ***AEA Executive Board***

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