

ARTICLE 8: ~~EMPLOYEE~~ BARGAINING UNIT MEMBER RIGHTS AND RESPONSIBILITIES

A. Required Meetings or Hearings

1. Whenever an ~~employee~~ bargaining unit member is required to appear before any administrator or representative of the District concerning the ~~employee's~~ bargaining unit member's dismissal, non-renewal, suspension, or written disciplinary action; the ~~employee~~ bargaining unit member shall be advised, in advance, of the nature/purpose of the meeting and of the ~~employee's~~ bargaining unit member's right to have a representative of the Association present at the ~~employee's~~ bargaining unit member's request to advise the ~~employee~~ bargaining unit member and represent the ~~employee~~ bargaining unit member during such meeting or interview. The ~~employee~~ bargaining unit member and the administrator shall give advance notice of who the respective representative will be, if any.
2. Evaluation conferences are excluded from the application of Section A₁-1 except:
 - a. Probationary ~~employees~~ bargaining unit members may request and shall be entitled to have the presence of an Association representative at an evaluation conference when the ~~employee~~ bargaining unit member is placed on a "plan of assistance" and at all subsequent conferences while remaining on such plan.
 - b. Contract ~~employees~~ bargaining unit members may request and shall be entitled to have the presence of an Association representative at an evaluation conference when an ~~employee~~ bargaining unit member is placed on an evaluation plan of ~~awareness~~ mentorship, a plan of assistance for improvement, and all subsequent conferences while remaining on such plan. Contract ~~employees~~ bargaining unit members shall be placed on an evaluation plan of ~~awareness~~ mentorship prior to placement on a plan of assistance ~~except in cases where a contract employee has been on a plan of assistance.~~
3. The District will offer to provide a mentor teacher or the equivalent for any contract ~~employee~~ bargaining unit member placed on a plan of assistance for improvement.
4. Members shall not be used to evaluate bargaining unit members.
5. Nothing in Section A shall be construed to deprive any ~~employee~~ bargaining unit member of legal rights of representation under the Constitution of the United States, state and federal statutes, and rulings issued by courts of competent jurisdiction and the Employment Relations Board.

B. Evaluation of Students

The ~~employee~~ **bargaining unit member** shall be responsible for determining grades and other evaluations of students, within the grading policies of the Beaverton School District based upon the ~~employee's~~ **bargaining unit member's** professional judgment of available criteria pertinent to any given subject area or activity for which the ~~employee~~ **bargaining unit member** is responsible. No grade or evaluation shall be changed without conferring with the ~~employee~~ **bargaining unit member**. **If an administrator overrides a bargaining unit member's grade or directs the bargaining unit member to change the grade, the administrator shall notify the teacher in writing as to the reasons for the change within one week.**

C. Adverse Criticism of ~~Employee~~ **Bargaining Unit Member**

Any adverse criticism of an ~~employee~~ **bargaining unit member** by a colleague, supervisor, administrator, or Board member shall be done only through proper channels as identified in policy and contract. **Any criticism by a supervisor or administrator of a bargaining unit member's performance will be delivered without individuals except those serving as representatives of the Association present.**

District-operated online platforms are not designed nor intended to be forums for adverse criticism regarding specific bargaining unit members. As part of its operations on such platforms, the District will make these expectations known to potential users. **Bargaining unit members** who believe that contributions on the platforms are in violation of this purpose may bring concerns forward to the administrator of the online platform, who will remove all posts which use adverse criticism, abusive, obscene, vulgar or inappropriate language toward any member of the bargaining unit in accordance with the district social media guidelines. This includes, but is not limited to, remarks that are racist, sexist, homophobic, profane or sexually explicit.

D. Citizenship and Academic Freedom

1. Citizenship

~~Employees~~ **Bargaining unit members** shall be entitled to full rights of citizenship and no religious or political activities of any ~~employees~~ **bargaining unit members** outside the school environment shall be grounds for any discipline or discrimination with respect to the professional employment of such ~~employees~~ **bargaining unit members** providing said activities do not violate any local, state or federal law.

2. Academic Freedom

The Association and the District acknowledge the fundamental need to protect teachers from any censorship or restraint that might interfere with their obligation to perform their prescribed teaching function. ~~Educators~~ **Bargaining unit members** shall be free to use their professional judgment and assessment of students to make decisions regarding methods, materials, sequence, and timing of lessons ~~within the confines of Board Policy/AR IIA, Oregon state standards and District learning targets.~~ **except where such materials and methods are controlled by state or federal mandate.**

E. Protection of ~~Employees~~ **Bargaining Unit Members** , Students & Property

1. Reasonable Force

~~Employees~~ **Bargaining unit members** may, within the scope of their employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, and for the protection of persons or property.

2. The District agrees to defend and indemnify ~~employees~~ **bargaining unit members** in accordance with ORS 30.285.

3. ~~Assault~~ **Destruction of Property**

~~Reimbursement for personal property damage—~~The District shall reimburse employees **bargaining unit members** for the reasonable cost of any clothing or other personal property damaged or destroyed as a direct result of ~~an assault on~~ **actions taken that impact** an employee's **bargaining unit member's** person **or workspace** while the employee **bargaining unit member** was acting in the discharge of the employee's **bargaining unit member's** duties within the scope of the employee's **bargaining unit member's** employment.

4. Reporting Assaults and Recording Harmful Acts

~~Employees~~ **Bargaining unit members** shall immediately report cases of **harm against their person and/or property** ~~assault suffered by them~~ in connection with their employment **to the District via a centralized reporting system.** ~~to their principal or other immediate supervisor. The assaulted employee and any witnesses to the assault shall report the details of such assault in writing to the principal as soon as possible thereafter.~~ **The centralized reporting system will automatically notify administrators of the report. Using these reports, the District shall share with the Association a monthly compilation that identifies the number and nature of harmful acts that occur at each worksite. Included on this report shall be room clears as referenced in Article 9.A.4.c.**

5. The District shall notify affected ~~employees~~ **bargaining unit members** of any threatening communications received by the District in accordance with ORS 339.327.

6. If the District is in receipt of a threat of harm to a bargaining unit member the member specified in the threat shall be notified by telephone or in person promptly, but not later than 12 hours, after learning of the threat. The superintendent or superintendent's designee shall follow up the notice with a written notification sent within 24 hours after learning of the threat.
7. The District will offer the ~~employee~~ **bargaining unit member** a meeting to collaborate and develop a safety plan for the safety of the ~~employees~~ **bargaining unit members** and students.

F. Working Files and Personnel Files

1. In accordance with Oregon law, ~~employee~~ **bargaining unit member** personnel files shall be confidential and shall be open for inspection only to those individuals set forth in policy or pursuant to a lawful subpoena. ~~An employee~~ **bargaining unit member** shall have the right, upon request, to review the working or personnel file contents and to receive a copy at Board expense of any documents contained therein. In order to review an ~~employee's~~ **bargaining unit member's** personnel file, 24-hour notice must be given to the Human Resource Department.
 - a. The personnel file shall contain all materials relevant to the ~~employee's~~ **bargaining unit member's** employment and shall be the sole official repository of such materials. Any record of disciplinary action will remain in the physical personnel file. Evaluations will remain in the physical personnel file or in an electronic ~~employee~~ **bargaining unit member** management system. Article 8.F.(2) will apply to any electronic management system utilized by the District. Working file notes will not be placed in the personnel file.
 - b. ~~An employee~~ **bargaining unit member** shall be entitled to have a representative of the Association accompany the ~~employee~~ **bargaining unit member** during such review.
 - c. At least once every three (3) years, ~~an employee~~ **bargaining unit member** shall have the right to indicate those documents and/or other materials in the ~~employee's~~ **bargaining unit member's** working file, the ~~employee~~ **bargaining unit member** believes to be inappropriate for retention.
 - d. Said documents will be reviewed by an appropriate administrator in consultation with the Human Resource Department. If they agree, the documents will be removed.
2. No material other than routine administrative material such as salary placement, work location, classes taught, endorsements, etc., will be placed in the ~~employee's~~ **bargaining unit member's** personnel file unless the ~~employee~~ **bargaining unit member** has had an opportunity to review the materials.
 - a. The ~~employee~~ **bargaining unit member** will acknowledge the opportunity to review such materials by affixing a signature and date to the copy to be filed, with the express understanding that such signature does not necessarily indicate agreement with the contents thereof.

- b. The ~~employee~~ **bargaining unit member** will also have the right to submit a written response to any material and such response will be reviewed by the appropriate Human Resource administrator and attached to the file copy.
3. Working files used by the principal to support dismissal or disciplinary action must be reduced to writing and inserted in the ~~employee's~~ **bargaining unit member's** personnel file within one (1) calendar year of the event or be deemed no longer valid.
4. Written evidence not previously recorded in the ~~employee's~~ **bargaining unit member's** personnel file prior to written notification of dismissal or discipline shall not be used by the Board as a basis for action.
5. If a complaint involving possible criminal or ethical violations is investigated and not determined to have merit or sufficient evidentiary support to proceed with any action against the ~~employee~~ **bargaining unit member**, all materials concerning the complaint and investigation shall be kept in the District personnel office in a separate file accessible only to the Chief Human Resource Officer.
6. In cases where the District receives a request for information which concerns or involves a **bargaining unit** member(s) ~~of the bargaining unit~~, other than routine information such (e.g. salary, work location, classes taught, etc.), those so affected shall be notified prior to providing such information. The notification shall include the identity of the requesting party and the information that has been requested and will be provided. This provision shall not apply in situations in which the District has been directed by law enforcement or a governmental agency not to notify the member that a request for information has been made.

G. Resignation

1. ~~Employees~~ **Bargaining unit members** shall have the right to resign without reprisal because of such resignation, provided at least 60 days written notice has been given to the District.
2. The District may accept a resignation from an ~~employee~~ **bargaining unit member** with less than 60 days' notice provided that there are extenuating circumstances, written notice has been given, and a replacement is available.

H. Non Discrimination

The provisions of this agreement shall be equally applied to all **bargaining unit** members of the ~~bargaining unit~~ without regard to an individual's actual or perceived race, color, religion, gender, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veteran status or because of a perceived or actual association with any other persons within these protected classes. ~~Grievances filed under this section shall be the exclusive remedy of any claim of discrimination. Filing of any complaint to any federal or state administrative agency or court shall terminate any rights to proceed under the grievance procedure.~~

I. Physical Environment

1. **The District will comply with State and Federal laws and regulations pertaining to environmental concerns, workplace safety, and maintaining a healthful environment. Bargaining unit members may report any potential health or safety concerns to the Safety Committee or administrator (e.g. air, water, noise). When members follow District procedures for reporting physical environment problems, the District shall respond to the bargaining unit member and the Association in writing within two weeks of the status and disposition of the problem and at least every two weeks thereafter until the problem has been resolved.** ~~apprise the affected members within 30 days of the status or disposition of the problem.~~
2. When environmental quality concerns have been reported, following District procedures, the ~~results of any study commissioned by the District will be provided to the administrator and the administrator will communicate with the staff member who brought the concern forward within thirty (30) days of receipt and shared with staff, as appropriate.~~ **Should the unsafe or hazardous conditions result in an Oregon Health and Safety (OSHA) investigation, then a copy of the findings of the investigation shall be provided to the Association and to all unit members who work at the affected site. In the event of a public health emergency, upon receipt of a demand to bargain from the Association, the parties will negotiate an MOU to address the health and safety impacts of the emergency.**
3. **When temperatures reach below sixty (60) degrees, or the heat index reaches above eighty (80) degrees in an bargaining unit member's work setting (e.g. classroom or office), a worksite does not have running water, and/or if a worksite loses electricity, the following shall occur:**
 - a. **The bargaining unit member will inform Risk Management and their administrator of the condition outlined in section 8.1.2-3 in writing.**
 - b. **If the condition occurs during the student contact day, the District will make every effort to provide mitigation. If mitigation is not possible within an hour of informing Risk Management, the District will provide an alternative space for instruction. The District will communicate such decisions or mitigation to the Association and members of the worksite immediately.**
 - c. **If the condition occurs outside of the student contact day (including if a bargaining unit member's duties do not include instruction on that day), the bargaining unit member will be permitted to complete their work duties from home.**
4. **When the forecasted AQI (air quality index) for the District is forecast to reach 200 or higher, school district operation will be halted prior to the beginning of the school day.**

J. Medical Services to Students

Members will not be required to perform any medical procedures for students except in accordance with the regulations of the Oregon State Board of Nursing (OAR 851-047-0020 and 0030).

K. Personal Life

The personal life of a unit member is not an appropriate concern of the District unless it interferes with the bargaining unit member's contractual responsibilities.

L. Job Descriptions

Job descriptions shall be maintained by the District for all bargaining unit positions. New hires will be given a complete job description no later than one (1) week following their hire date. The Association shall be notified of the creation of new job descriptions and/or modifications of existing descriptions. Current members may request a copy of their job description or access from HR at any.

M. Evaluation

- 1. The District will comply with ORS 342.850-342.856 and the District's evaluation manual, incorporated as Appendix K.**
- 2. Observations for the purposes of evaluation may only be conducted by licensed administrators trained annually in the evaluation process. Association representatives shall be invited to this training. The District may not use any information gleaned from District mentors or colleagues regarding classroom practices in the evaluation process.**
- 3. Drop-ins or more extended classroom observations must be documented in writing and communicated to the bargaining unit member in order to be used as part of the evaluation process or to form the basis of a plan of mentorship or plan of assistance for improvement.**
- 4. The Association shall be notified five days prior to a member being placed on either a plan of mentorship (referred to as a plan of awareness in Appendix K) or a plan of assistance for improvement. At the time of notification, the bargaining unit member will be informed for the reason for the proposed action. The bargaining unit member and the Association representative, if any, will have an opportunity for input prior to the finalization of the plan. The member may submit a rebuttal statement indicating disagreement with any aspect of the plan and such statement shall be added to the member's plan.**