

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 them ~~in~~ **employee** 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 A-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 **for improvement 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 ~~the~~ **employee bargaining unit member** is placed on an evaluation plan of awareness (**POA**), a plan of ~~assistance~~ **for improvement (Pfi)**, and all subsequent conferences while remaining on such plan.
 - c. Contract ~~employee~~ **bargaining unit member**s shall be placed on an evaluation plan of awareness prior to placement on a plan of ~~assistance~~ **for improvement** except in cases where ~~a contract employee has a contract employee has~~ **they have previously** been on a plan **of assistance (old term) or plan for improvement. This provision does not apply to members who were on plans for improvement regarding the same performance issue more than six academic years prior.**
3. The District will offer to provide a mentor teacher or the equivalent for any contract **bargaining unit member**-~~employee~~ 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 **bargaining unit member** employee shall be responsible for determining grades and other evaluations of students, within the grading policies of the Beaverton School District based upon the ~~employee~~ **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, unless the educator is unavailable. A bargaining unit member will be deemed unavailable if the bargaining unit member does not respond to communication through district email within one week. Within two weeks of overriding a student's grade, the administrator shall notify the bargaining unit member of the change in writing.**

C. Adverse Criticism of **Bargaining Unit Members** Employees

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 the member's supervisor or administrator of a bargaining unit member's performance will be delivered in private. This shall not be construed as excluding representatives of the Association.**

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 **bargaining unit members** ~~employees~~ outside the school environment shall be grounds for any discipline or discrimination with respect to their professional employment of such ~~employees~~ 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 Administrative Regulations, particularly HA, IICA, IGACA, IK and INB, as well as the expectations established by the District's guidelines, Oregon state and federal 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 **Physical Intervention**

Bargaining unit members Employees may, within the scope of their employment, **physically intervene** ~~use and apply such amount of force as is reasonable and necessary to~~ **prevent and/or 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~~ **to defend themselves;** and ~~to~~ protection of **other** persons or property.

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

3. Assault **Property Damage and Harmful Acts**

~~Reimbursement for personal property damage—~~ The District shall reimburse **bargaining unit members** employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a direct result of **actions taken against the** ~~an assault on an employee's bargaining unit member's person~~ **or other intentional acts of destruction** while the employee **bargaining unit member** was acting in the discharge of their employee's duties within the scope of the employee's **their** employment. **This language shall apply to destructive acts undertaken in a state of dysregulation, regardless of intent. This language shall not be construed as pertaining to accidental damage from students.**

4. Reporting Assaults **and Recording Harmful Acts**

a. **Bargaining unit members** Employees shall immediately report cases of ~~assault~~ **harm against their person or deliberate property damage** suffered by them in connection with their employment to their ~~principal or other~~ immediate supervisor. The ~~assaulted~~ employee **bargaining unit member** and any witnesses to the ~~assault~~ **personal harmful act or property damage** shall report the details of ~~such assault~~ **the incident** in writing to ~~their~~ **immediate supervisor** ~~the principal~~ as soon as possible thereafter.

b. Bargaining unit members shall also report cases of harm against their person via a reporting system maintained by the District. The reporting system shall, at minimum, include fields for employee name, employee work location, location of incident, individuals involved, and descriptions of the incident. 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.

c. Both administrators and bargaining unit members shall be trained annually on the appropriate use of this system to ensure consistency in data reporting.

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 member a meeting to collaborate and develop a safety plan for the safety of the ~~employee~~ **bargaining unit member** 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~~ **bargaining unit member's** personnel file, 24-hour notice must be given to the Human Resources 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 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~~ **bargaining unit member's** working file; ~~that~~ 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 Resources 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 **bargaining unit member's** ~~employee'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 Resources administrator and attached to the file copy.

3. Working files used by the principal **or immediate supervisor** to support dismissal or disciplinary action must be reduced to writing and inserted in the **bargaining unit member's** ~~employee'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 **bargaining unit member's** ~~employee'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 **bargaining unit member** ~~employee~~, 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~~ **employee** 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 at the District's discretion ~~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 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. ~~Given the adequate legal processes available to raise claims of discrimination, alleged violations of this section shall not be subject to the contractual grievance procedure.~~ 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 m~~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 apprise the affected members site administrator, who in turn will communicate with the affected member(s) within two weeks of the member's report and every two weeks thereafter until a resolution is reached. ~~within 30 days of the status or disposition of the problem.~~

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~~ bargaining unit member(s) who brought the concern forward, all staff at that work location, and the Association within thirty (30) days of receipt. ~~and shared with staff, as appropriate.~~

2. When temperatures reach below sixty (60) degrees fahrenheit, or the heat index reaches above eighty (80) degrees fahrenheit in a bargaining unit member's work setting (e.g. classroom or office), a worksite does not have running water, 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 in writing.

b. If the condition occurs during the student contact day, the District will make every effort to provide mitigation, including but not limited to fans and portable air conditioning/heating units. If mitigation is not possible within two hours 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.

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. Job Descriptions

Job descriptions shall be maintained and posted online 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.

L. 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.

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 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 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.