

## **ARTICLE 8: EMPLOYEE BARGAINING UNIT MEMBER RIGHTS AND RESPONSIBILITIES**

### **A. Required Meetings or Hearings**

1. Whenever an employee ~~a~~ **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 shall be advised, in advance, of the nature/purpose of the meeting and of the employee's right to have a representative of the Association present at the employee's request to advise the employee and represent ~~them~~ **the** employee during such meeting or interview. The employee 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 may request and shall be entitled to have the presence of an Association representative at an evaluation conference when the employee is placed on a "plan of assistance" and at all subsequent conferences while remaining on such plan.
  - b. Contract employees may request and shall be entitled to have the presence of an Association representative at an evaluation conference when **the** employee is placed on an evaluation plan of awareness (**POA**), a plan of assistance for improvement (**PAI**), and all subsequent conferences while remaining on such plan. Contract employees 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.
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 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's professional judgment of available criteria pertinent to any given subject area or activity for which the employee is responsible. No grade or evaluation shall be changed without conferring with the employee, **unless the employee is unavailable. The bargaining unit member will be notified if a grade is overridden by an administrator.**

## 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 a supervisor or administrator of a bargaining unit member's performance will be delivered in private.**

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 m**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 IIA, 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.

## E. Protection of Employees, 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 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 other persons or property.

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

### 3. Assault and Property Damage

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 an assault on the an employee's person or other intentional act of destruction while the employee was acting in the discharge of their duties within the scope of their employment.

### 4. Reporting Assaults

Bargaining unit members Employees shall immediately report cases of assault or deliberate property damage suffered by them in connection with their employment to their principal or other immediate supervisor. The assaulted employee and any witnesses to the assault or property damage shall report the details of such assault the incident in writing to the principal as soon as possible thereafter.

### 5. The District shall notify affected bargaining unit members employees 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 employees and students.

#### F. Working Files and Personnel Files

1. In accordance with Oregon law, employee 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 personnel file, 24-hour notice must be given to the Human Resources Department.
  - a. The personnel file shall contain all materials relevant to the **bargaining unit member's** ~~employee'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 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 working file, **that** the employee 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 has had an opportunity to review the materials.
  - a. The employee 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 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 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**

**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 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 brought the concern forward within thirty (30) days of receipt and shared with staff, as appropriate.

### **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.**