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Article 8 as Part of Mediation Package  
(with 10, 11, 18, 19, C)

## **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~~ bargaining unit member shall be advised, in advance, of the nature/purpose of the meeting and of their ~~employee's~~ right to have a representative of the Association present at the ~~employee's member's~~ request to advise them ~~employee~~ and represent them ~~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 bargaining unit members ~~employees~~ may request and shall be entitled to have the presence of an Association representative at an evaluation conference when they ~~are employee~~ is placed on a "plan of assistance" for improvement and at all subsequent conferences while remaining on such plan.
  - b. Contract bargaining unit members ~~employees~~ may request and shall be entitled to have the presence of an Association representative at an evaluation conference when ~~they are 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.
  - c. Contract bargaining unit members ~~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 they~~ have previously been on a plan of assistance within the past eight (8) academic years for related performance issues.
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~~ **bargaining unit member's** professional judgment of available criteria pertinent to any given subject area or activity for which they are ~~employee is~~ responsible. No grade or evaluation shall be changed without conferring with the employee, unless the bargaining unit member is unavailable and 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 a 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, provided such right of representation exists.

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 Regulation** IIA, Oregon state standards and District learning targets.

## E. Protection of **Bargaining Unit Members** ~~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 quell a disturbance threatening~~ **prevent or stop** physical injury to **self or** 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~~, **in accordance with annual restraint and seclusion guidelines**.

### 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 ~~employees~~ **bargaining unit members** for the reasonable cost **up to \$350** ~~of any clothing or other personal property~~ **that is** damaged or destroyed as a direct result of **actions taken against an assault on their** ~~an employee's person~~ **or intentional acts of property destruction in the course of** ~~while the employee was~~ **bargaining unit member** acting in the discharge of their duties within the scope of their employment. **This language shall not be construed as pertaining to accidental damage.**

### 4. Reporting **Property Damage and Harmful Acts** ~~Assaults~~

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

their ~~immediate supervisor~~ ~~principal~~ as soon as possible thereafter.

**b. Bargaining unit members shall also report cases of physical 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, and description of the incident. Upon request by the Association, not more frequently than monthly, the District shall share information about the reports received.**

**c. The District will annually provide bargaining unit members with notice about where to find and how to use the reporting system no later than October 1 of each year.**

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~~ **bargaining unit members** and students.

#### **F. Working Files and Personnel Files**

1. In accordance with Oregon law, ~~bargaining unit member~~ ~~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~~ **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 ~~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 ~~them~~ 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 ~~their employee's~~ working file; ~~that they 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 ~~they employee has~~ have 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~~ bargaining unit 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 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. Grievances alleging a violation of this section shall be processed in accordance with the grievance procedures established in Article 4, but may proceed only as far as Level III and may not be appealed to Level IV, arbitration. Should the parties fail to resolve the issue, the grievance may be pursued in accordance with federal or state civil rights laws. ~~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.
2. Bargaining unit m~~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/designee, who in turn will communicate with the

affected member(s) within ~~30 days~~ **two weeks** of the status or disposition of the problem **as well as when there are updates available.**

3. 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 bargaining unit staff-members at the site who brought the concern forward~~ within thirty (30) days of receipt ~~and shared with staff, as appropriate.~~
4. **When a worksite does not have electrical power or running water, or temperatures in learning spaces are unusually high or low, the District will make reasonable efforts to provide mitigation. Mitigation efforts may include but are not limited to fans, portable air conditioning or heating units. If the issue cannot be resolved with such efforts within that day, additional mitigation efforts may include providing an alternative space for instruction if available, or permitting members to work at home or an alternate location if their work duties allow. These mitigation measures will be communicated promptly to members at the worksite.**

#### **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 bargaining unit member is not an appropriate concern of the District unless it interferes with the bargaining unit member's execution of their professional duties, school environment, student relationships, statutory responsibilities or is otherwise related to their work. Bargaining unit members retain the rights accorded by the just cause provisions in this collective bargaining agreement as well as their rights under the Fair Dismissal Law.**