

Article 6 Bargaining Unit Member Rights

A. Just Cause

No bargaining unit member shall be disciplined, reprimanded, reduced in compensation, or suspended without just cause. This section shall not apply to the dismissal or non-renewal of any bargaining unit member.

B. Dismissal

1. Contract Teacher ~~Dismissal~~

- a. No contract teacher will be dismissed except in accordance with the Accountability for Schools for the 21st Century Law, ORS 342.805.

In accordance with Oregon Administrative Rules (OAR), a contract employee shall be any TSPC licensed employee who has been regularly employed for an initial probationary period of three (3) successive school years, and who has been retained for the next succeeding school year.

Any TSPC licensed employee who has been regularly employed by a fair dismissal district for one (1) year, who has already satisfied the initial three-year (3) probationary term in another Oregon school district, and who has been retained for the next succeeding school year shall become a Contract employee.

- b. In the event ORS 342.805 is changed during the life of this agreement to eliminate a neutral third party review and/or to alter the burdens of proof for the grounds for non-extension, the District shall notify the Association in accordance with ORS 243.698 and the Association may demand to bargain the decision and/or impact of the change within fourteen (14) days of the effective date of the new law under ORS 243.698. If the Parties are unable to reach agreement in ninety (90) days, the Association and the District agree to follow the standards described and the arbitration process described in the grievance article (Article 5) of this contract to select an arbitrator and arbitrate the issues using that process.

2. Probationary Teacher Dismissal

Probationary teachers faced with discharge during the term of their one-hundred-ninety (190) day employment contract shall not be discharged without just cause.

3. Non-TSPC Licensed Staff Dismissal

No non-TSPC licensed bargaining unit members will be dismissed without opportunity for an impartial third-party hearing. A request for a review must be made by the non-TSPC licensed bargaining unit member within fifteen (15) days of receipt of the written notice of termination of a contract. The Association and the District agree to follow the arbitration process described in the grievance article of this contract to select an arbitrator. The arbitrator's authority will be limited to using the same reasons, rules, and levels of evidence as are required under current standards for non-extension of contract teachers as defined in ORS 342.805. The Association or employee shall notify the District within ten (10) calendar days of the receipt of final notice of termination of their intent to arbitrate the dismissal. In the event ORS 342.805 is changed during the life of this agreement the parties agree to follow the procedure outlined in 1.b. above.

4. Non-TSPC Probationary Licensed Staff Dismissal

Non-TSPC licensed staff faced with discharge during the term of their one-hundred-ninety (190) day probationary contracts shall not be discharged without just cause.

C. Evaluation

1. The primary purpose of evaluation is for improvement of instruction/services, to aid the bargaining unit member in making continuous professional growth, and to determine the

bargaining unit member's performance of the teaching/services responsibilities. The District will comply with ORS 342.850-342.856, and the District's Evaluation Manual for the evaluation of teachers and with the Special Services Rubric and guides for the evaluation of non-TSPC licensed service delivery.

2. Observations of bargaining unit member work performance will form a major criterion for evaluation. Persons conducting evaluations will not be bargaining unit members. Observations may be made by bargaining unit members, but upon identifying any problem that could result in a Program of Assistance for Improvement, they will cease observations for the purpose of evaluation. The District will not have access to documentation from the peer observation process. The District may not use oral representations of the peer observations.
3. Upon request, bargaining unit members will have the opportunity to discuss the results of the evaluator's observations with their immediate supervisor within ten (10) working days.
4. The bargaining unit member will digitally sign the evaluator's copy acknowledging receipt of the bargaining unit member's copy of evaluation reports and documents prior to the document becoming a permanent part of the bargaining unit member's personnel file. These evaluation reports and documents shall be directly accessible to the employee at all times. If the employee fails to sign the document, the District may note the employee did not sign the document within thirty (30) days of receipt, and enter the document into the personnel file.
5. No bargaining unit member will be required to sign a blank or incomplete evaluation form.
6. Any bargaining unit member has the right to respond in writing to their written evaluation in the District file.
7. The District agrees to comply with the procedural steps of the Evaluation Procedure. The substance of observations, evaluations, or other evaluation documentation will not be subject to the grievance procedure.
8. The Association President shall be notified five (5) days prior to notice of non-renewal, non-extension, - a teacher being placed on a Plan of Assistance for Improvement, or placed on supervisor-directed goals. Any goals shall be specific, measurable, achievable, relevant, time-bound, and based on the educator's performance, not the performance of others. No employee shall be non-renewed without being notified of poor performance in their previous evaluations. The desire of the member to have the Association involved or not in this process does not preclude the Association from being notified.
9. If the District is required to report members' summative scores to a state or federal agency, the District will develop a reporting system that does not connect the data with individual members. Data collected for state or federal reporting purposes will not be used for any other purpose and will not be published by the District.
10. The provisions of the Evaluation Handbook that apply to #7 - #9 above apply specifically to teachers, licensed by TSPC, however, the District agrees to follow the coaching model as outlined whenever possible when evaluating non-TSPC licensed service providers based upon the established standards for the service position.
11. Bargaining Unit Members who submit their notice of retirement by February 15th and are approved by the Board, shall have their evaluation system requirements waived for that year.

D. Right of Representation

Bargaining unit members will be notified of their right to Association representation at any interview or meeting that could lead to disciplinary action against the bargaining unit member in situations involving Programs of Assistance for Improvement, and following investigations which may result in discipline. Bargaining unit members not desiring representation will ~~make-sign a document to that effect provided by administration~~this known in writing and District staff will forward; a copy of that document~~which will be forwarded~~ to the Association.

E. Staff Files and Records

1. The Board of Directors of Medford School District 549C requires that all official records of bargaining unit members employed by the District be kept in the main office (or the Human Resources office) under adequate protection at all times. Such records may be inspected only by the individual concerned, by the Superintendent, or persons acting for the employee and under the employee's direction, or by others authorized in writing by the Superintendent and/or the individual concerned. There shall be only one (1) official personnel file.
2. Each current or former bargaining unit member shall have the right, upon request, if direct access is not available, to review the contents of their official personnel file. A representative of the Association may, at the request of the bargaining unit member, accompany the teacher in this review.
 - a. A current or former bargaining unit member may reply in writing to anything contained in their file and said reply shall be included in the file.
 - b. Each supervisor may maintain an unofficial working folder to assist them in their supervisory responsibilities, however, said unofficial working folder will be cleansed yearly of material more than three (3) years old.
 - c. Upon request, a current or former bargaining unit member may inspect the unofficial working file maintained by the supervisor.
3. Derogatory material shall be reviewed and signed by the member before it is placed in the personnel file. Such signature does not necessarily indicate agreement with the contents thereof. The member will also have the right to submit a written response which shall be attached to the file copy.
4. Any material in the personnel file which has not been signed by the member, except when the member refuses to sign, shall not be used to support the discipline or dismissal of the member.

F. Personal Life

The personal life of a bargaining unit member is not a matter of appropriate concern or attention of the Board except when it affects bargaining unit members' fitness for, or performance of, their professional duties.

G. Academic Freedom

Academic freedom is an integral part of the education process. Bargaining unit members have the right of presentation, study, and investigation of the various areas of learning. Material(s) chosen by the educator to supplement the District Curriculum will reflect the strengths, needs, cultures and backgrounds of students. This will be also free of content that may discriminate, will be age and developmentally appropriate, and not circumvent the District's adopted curriculum. Personal opinions, when so stated, and having a direct relationship to the subject being taught, are a valid extension of presentations.

Individual rights, including preferences, expressions, and activities are an essential part of academic freedom, but do not preclude the bargaining unit member's responsibility to recognize and present opposing points of view.

The Parties recognize that the role of the teacher is primary to the success and achievement of students. In that teachers are responsible for teaching to state standards, the methods and delivery of instruction (e.g., lesson planning, presentation, pacing, exit tickets, et cetera) shall be left to the discretion of the bargaining unit member's professional judgment within the above stated parameters~~District policy~~.

~~The District and Association participated in curriculum management training in the Spring of 2020. Once completed, the District and Association reviewed the findings of the audit and created a committee process that includes teacher input, establishing clear K-12 guidelines for teacher discretion for an agreed-upon, foundational core curriculum.~~

H. ~~Complaints~~Allegations Made Against a Bargaining Unit Member

Any complaint or similar action regarding a bargaining unit member made to their supervisor or other person in authority above them by a parent, student, or other person which may influence that bargaining unit member's evaluation or which may result in disciplinary action shall be discussed with that bargaining unit member within ten (10) working days (working days shall be defined as teacher work days). The bargaining unit member has the right to Association representation at all levels. ~~Complaints and the like will be handled~~ according to the following process:

1. The bargaining unit member shall be apprised of the full nature of the ~~complaint~~allegations, including the name of the complainant, and be provided a written copy of the allegations, video, and all written complaints twenty-four (24) hours prior to the investigatory interview of the bargaining unit member.
2. The bargaining unit member will not be suspended unless their continued presence at the school poses an imminent risk to staff, students, and or the school. Bargaining unit members that are not suspended will be informed of what behavior is expected of them while the investigation is ongoing.
- ~~2-3.~~ The bargaining unit member, with the assistance of the immediate supervisor, will attempt to resolve the matter informally whenever appropriate, meaning when state or federal law allows for an informal process and when the complainant agrees to participate in an informal resolution. Information obtained during this process will not be used for evaluation or disciplinary purposes.
- ~~3-4.~~ The bargaining unit member has the right to Association representation at all levels.
- ~~4-5.~~ Complaints and allegations which are not discussed within ten (10) working days may not be used in evaluation or in any disciplinary action.
- ~~5-6.~~ If law enforcement, DHS, ODE or TSPC directs the District or its representative to refrain from investigating ~~a complaint against~~ a bargaining unit member the above timelines shall be held in abeyance until the agency directs the District otherwise.

Failure to follow that process with the bargaining unit member will result in no negative content in their evaluation regarding the incident nor disciplinary action.

I. Civil Rights and Responsibilities

1. Bargaining unit members have the right to participate fully in the affairs of public interest on a local, county, state, and national basis on the same basis as any citizen in a comparable position and within the law.
2. "Rights" as used in the foregoing paragraph shall be interpreted to mean that bargaining unit members are privileged, within the limitations set forth in the statutes of the State of Oregon and of the Federal Government, to choose either side of a particular issue and/or support of their viewpoints, as they desire, by vote, discussion, or the persuasion of others; provided, however, that said discussion and persuasion not be carried on during performance of school duties, except open discussions in such classrooms that center on a consideration of all candidates for a particular political or civil issue. On all controversial issues ~~—where a bargaining unit member states their personal stance, they one must designate that the stand they represent on the issue~~ state it is a personal ~~stanced~~ stance and ~~is to~~ must emphasize that their viewpoint is not to be interpreted as the official ~~point of view~~ stance of the District.

J. Student Grades

The teacher will have the right and responsibility to determine grades of students. No grade will be changed without first obtaining consent from the teacher, unless the teacher is no longer employed by the District.

K. Personal Equipment Use

Staff may use their own personal equipment consistent with District policy, but shall not be required to do so.

L. Inappropriate Contact

To support a safe working and learning environment, in the event any member is attacked, assaulted, threatened with an overt physical act of violence, and or inappropriate physical contact, the bargaining unit member has a right to be separated from the student upon request. Prior to bringing them back together, the parties will develop a mutually agreed upon plan to reduce the behavior.