

Article 5

Employee Rights

A. Organizing

Members of the bargaining unit for which the Association is the exclusive representative have the right to form, join and participate in the activities of labor organizations of their own choosing for the purpose of representation in collective bargaining with their public employer in matters concerning employment relations. No District representative shall interfere with or take reprisals against any member for exercising these rights.

B. Conformance with Law

Nothing contained herein shall be construed to deny any employee unit member his/her rights under the Constitution and Laws of the United States and the State of Oregon.

C. Required Meetings or Hearings

Whenever any employee unit member is required to appear before a building supervisor, Superintendent, Board, or any member thereof, for an interview which may lead to demotion, suspension or dismissal, then the employee unit member shall be given prior written notice of the reason(s) for such a meeting and shall be entitled to have present an Association representative of his/her choosing.

D. Evaluation of Pupils

1. The teacher or licensed employee unit member shall maintain responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without discussion with the teacher or licensed employee unit member, unless unavailable, and the approval of the Superintendent of the District. The teacher or licensed employee unit member shall be notified in writing if a grade or evaluation is changed.
2. Tasks defined under OAR 584-036-0011 for licensed teachers include:
 - a. planning instruction;

- b. establishing a classroom climate conducive to learning;
- c. implementing plans for instruction;
- d. evaluating student achievement; and
- e. directing instructional assistants.

Therefore, teachers **or licensed unit members** may use paraprofessionals instructionally only to provide instructional assistance under the direct supervision of the licensed teacher **or unit member** and not as a substitute for the licensed teacher **or unit member**.

E. Just Cause

No ~~teacher~~ **unit member** ~~in the bargaining unit~~ shall be disciplined, reprimanded or reduced in basic salary without just cause. **In applying discipline the District shall conduct a fair and objective investigation and, as appropriate, utilize progressive discipline.** All information forming the basis for disciplinary action **shall be supported by substantial evidence or proof and** will be made available to the ~~teacher~~ **unit member** and the Association at the ~~teacher's~~ **unit member's** request. Any violation of this provision may be used as a basis for a grievance.

However, this Article does not apply to the dismissal of permanent or probationary ~~teachers~~ **unit members** or the non-renewal of probationary ~~teachers'~~ **unit members'** contracts (such matters are excluded because they are governed by the Fair Dismissal Law), nor does it apply to assignment to or retention in Extended Responsibility assignments. If a ~~teacher~~ **unit member** is to be disciplined or given a reprimand by any member of the administration, s/he will be given prior written notice of the subject(s) for such a meeting and shall be entitled to have a representative of the Association present.

F. Due Process

No ~~permanent teacher~~ **unit member** shall be dismissed and no probationary ~~teacher~~ **unit member** shall be discharged, removed from employment, or ~~non-renewed~~ without due process. Due process for the purpose of this article is defined as:

1. The ~~employee~~ **unit member** will be told the reasons and given the information forming the basis for such action prior to any final action.
2. The ~~employee~~ **unit member** will have the opportunity to respond to the charges.
3. The ~~employee~~ **unit member** will have an opportunity to discuss the matter with his/her supervisor.
4. Upon request, the ~~employee~~ **unit member** shall be allowed **to be heard by the Board prior to the Board taking an action on a recommendation for dismissal.** ~~meet informally with the Board, prior to any final action, at which time the Board shall discuss the reasons for such action(s).~~
5. The ~~employee~~ **unit member** shall have the right of **Association** representation. The ~~employee~~ **unit member** will have the right to appeal only the procedure of paragraph F through the grievance procedure of this Agreement.

G. Professional Communication

Administrative criticism of an ~~employee~~ **unit member** shall be appropriately private and delivered in a professional and respectful manner. Any grievance regarding administrative criticism may proceed through Level Three and end there.

H. Procedures and Timelines for Evaluation

1. Declaration of Intent
The purpose of the evaluation procedure is to improve instruction, encourage individual growth and assure that all **unit members** ~~licensed staff~~ are performing at an acceptable level.
 - a. Evaluation of **unit members** ~~licensed staff~~ shall be done on the established District forms and shall be based upon individual goals and District Performance Standards as described in the District Professional Development and Evaluation Program.
 - b. Recognizing that the Association and the District have developed

and agreed to the evaluation cycles and procedures (sections 2 and 3) as described in the District Professional Development and Evaluation Program, any adjustments in Board policy or administrative procedure related to the program shall require the participation and agreement of both parties.

2. Evaluation Cycles

- a. The determination of the length of the evaluation cycle for **unit members** ~~licensed staff~~, including any changes to the length of the cycle shall be determined using the procedures outlined in the District Professional Development and Evaluation Program.
- b. It is expected that while **unit members** ~~teachers~~ on multi-year cycles would only be given a formal evaluation at the completion of that cycle, regular observations (including feedback) would continue.

3. Evaluation Procedure

The procedure for all **unit members** ~~licensed staff~~ covered by this ~~Agreement~~ shall be set forth in the District Professional Development and Evaluation Program and shall include:

- a. An annual goal-setting conference with the administrator assigned to evaluate them. Goal setting shall be based upon the **unit member's** ~~licensed staff's~~ status from the previous school year, as outlined in the District Professional Development and Evaluation Program. In the event that there is disagreement concerning the goals set by a **unit** ~~licensed staff~~ member in Collaborative or Directed Improvement status (as outlined by the District Professional Development and Evaluation Program), the goals shall be determined by the Superintendent or designee.
- b. At least one formal observation per evaluation cycle shall be preceded by a pre-observation conference. A post-observation conference, including a written assessment provided to the **unit** ~~licensed staff~~ member, will be held within five (5) working days following the formal observation. In the event multiple observations are scheduled, the post-observation conference shall

be held within five (5) working days following the last formal observation.

- c. A summative evaluation conference with the administrator assigned to evaluate the unit member. If an administrator is to denote concerns or deficiencies on the summative evaluation, then the unit member should be made aware of the administrator's concerns in advance of the conference and given time to take corrective action.**

ed. Specialists

One administrator will be assigned as the primary evaluator for any specialists whose assignments include two (2) or more buildings. The designated administrator will complete the goal setting process with the licensed staff member, as outlined in the District's Professional Development and Evaluation Program. Observations from all administrators will be turned over to the designated administrator for final evaluation. In the event of conflicting assessments of a shared specialist, the Superintendent or designee shall be responsible for reconciling the differences. This is not to infer that a composite evaluation will result, but only that all parties shall understand the nature of the difference.

The assignment of the designated administrator will be made by the Executive Director of Human Resources. If the specialist objects to the administrator assigned, s/he must arrange for a conference within three (3) days after receiving notification of the assigned administrator, to request consideration for changing the primary evaluator.

- d. ~~The Association and the District must agree in advance in order for a TOSA to be involved in the evaluation of licensed staff. A TOSA or any other unit member shall not be involved in the evaluation of unit members.~~**

4. Plan of Awareness

Should concerns be noted about a **unit** licensed staff member's classroom performance, then the District will initiate a Plan of

Awareness using the procedures and forms outlined in the District's Professional Development and Evaluation Program.

5. Program of Assistance

a. Procedure for Placement on a Program of Assistance

- i. A ~~probationary or permanent~~ **unit** ~~licensed staff~~ member who has been declared as not meeting District standards and/or Oregon State Statutes 342.835, 342.865 may be ~~designated as On Notice~~ **placed** on a Program of Assistance.

Should a deficiency be noted which is related more to discipline than to classroom performance, the District will initiate progressive disciplinary measures rather than a Program of Assistance. In this case, however, the District will adhere to the just cause and due process provisions in this Article.

- ii. Whenever a **unit** ~~certified staff~~ member's placement on a Program of Assistance results from substandard classroom performance, a minimum of two formal observations, with written assessments, shall precede such action.
- iii. During a conference the administrator shall give the **unit** ~~licensed staff~~ member written notification indicating placement on a Program of Assistance. A copy of the written notification shall be given to the Association President.

b. Procedure While On Notice on a Program of Assistance

- i. Not later than ten (10) school days after placement on a Program of Assistance, the evaluator, with the participation of the **unit** ~~licensed staff~~ member and the authorized Association representative, shall have developed a planned Program of Assistance using the procedures and forms outlined in the District Professional Development and Evaluation Program. The completed Program of Assistance shall be reviewed by the Superintendent or designee. If there is any disagreement

regarding the Program of Assistance, it shall be resolved by the Superintendent designee.

- ii. The Program of Assistance shall include identification of the District performance standards not being met, expectations of how performance standards can be met, the procedure for monitoring progress during the Program, the assistance to be offered (including the opportunity to request outside administrative observations), the timeline for improvement, and completion of the Program.
- iii. The Superintendent or designee may be called upon to make an observation followed by a written evaluation and conference, prior to the final resolution of the Program of Assistance.
- iv. **Any modification to the Program of Assistance by the evaluator shall not be implemented without first communicating with the unit member and the authorized Association representative.**

c. Procedure for the Resolution of Program of Assistance Status

- i. If the ~~unit licensed staff~~ member has demonstrated compliance with stated recommendations to meet performance standards, as determined by the evaluator, the ~~unit licensed staff~~ member shall be removed from the Program of Assistance category. Upon successful completion of a Program of Assistance, the District shall notify the ~~unit licensed staff~~ member and the Association of that fact in writing within five (5) working days.
- ii. After the final evaluation has been completed and failure to make satisfactory improvement has been demonstrated, one or more of the following alternatives are available to the evaluator in ascertaining the future employment status of the ~~On Notice unit licensed staff~~ member: extension (not to be more than one year of a Program of Assistance placement) or, if necessary, termination of services. If a third year

probationary ~~employee~~ **unit member** has failed to be removed from the Program of Assistance by March 1 of that year, the only resolution is termination.

- iii. When a **unit** ~~licensed staff~~ member has been satisfactorily removed from a Program of Assistance, his/her employment status shall be considered such that no further action shall be deemed appropriate by the evaluator and/or building supervisor which could be construed as additional punitive action regarding that particular Program of Assistance placement.
- iv. ~~Any modification to the evaluation process will not take place prior to communication with the authorized Association representative.~~

6. Application

It is understood that only the procedure of Section H will be subject to the grievance procedures of the Agreement. The content of the evaluations will not be subject to the grievance procedure.

7. Representation

The ~~employee~~ **unit member** shall have the right to Association representation throughout the Program of Assistance steps of this procedure.

8. Monitoring of Evaluation Process

The established Evaluation Committee shall be comprised equally of RSD and REA representatives and will continue to meet on an on-going basis for the purpose of monitoring the implementation of the District Professional Development and Evaluation Program. The committee will seek feedback on the implementation from administrators and **unit** ~~licensed staff~~ members and will make recommendations to the District and the Association regarding adjustments to the program. These recommendations will be submitted no later than May 1st of each year during the duration of this agreement, to both the District and the Association for consideration. In accordance with Section H.1.b, any action regarding these recommendations shall require negotiation by and agreement of both the District and the Association.

I. **Personnel Files**

1. **Employees Unit members** and/or their representatives shall have the right to, upon request and in the presence of an administrator, review the contents of their District personnel file and to receive copies of any documents contained therein.

2. **Working files may be kept by building administrators. Unit members and/or their Association representatives shall have the right, upon request and in the presence of the administrator, to review the contents of the building working file and to receive copies of any documents contained therein.** ~~All materials contained in the building working file for evaluation shall, upon the completion of the final yearly certified written evaluation, either be destroyed or transferred to the District personnel file. The above statement is not to be construed to limit the building administrator's right to retain copies of materials.~~

3. ~~In the event of disciplinary action against an employee, evidence considered during any proceedings shall be, when possible, limited to those allegations supported by statements in the District personnel file of the employee on the date when disciplinary action is initiated. This limitation shall not apply to evidence gathered by agencies outside the District's jurisdiction.~~

43. ~~No~~ **Any** material that could be construed as negative will **not** be placed in the District personnel file unless **there is substantial evidence or proof and until** the **employee unit member** has had an opportunity to review the material. The **employee unit member** will acknowledge that s/he has had an opportunity to review such material by offering his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with contents thereof. The **employee unit member** shall have the right to submit a written response to such materials which will be reviewed by the Executive Director of Human Resources and attached to the file copy.

54. Access to an ~~employee's~~ **unit member's** personnel file shall be limited to persons who have a valid need to inspect the file for purposes related

to legitimate District interests and who have obtained the prior approval of the Executive Director of Human Resources. All persons reviewing a personnel file, other than Human Resources personnel, shall indicate such review by entering their name, position, and the date on a log kept in each file.

J. Complaints

A complaint is negative information received from a third party and conveyed to the administration (or Board) with the intent that the administration take action.

1. Informal Process

The supervisor will encourage the complainant to meet with the ~~employee~~ **unit member** and discuss the complaint. The administrator will confer with the member and/or the complainant in order to resolve the complaint.

2. Formal Process

If the complaint is not resolved through informal discussion with the administrator, and the complaint might result in a negative evaluation, discipline or placement in the personnel file, the following procedure will apply:

- a. ~~An employee~~ **unit member** shall be informed in writing of the complaint.
- b. The building principal or his/her designee shall meet with the ~~employee~~ **unit member** to discuss the complaint. The **unit member** will receive a copy of the complaint at or before this meeting. **Any complaint shall include the following information: name of the unit member against whom the complaint is made; the date, time, and nature of the complaint; whether the complaint was received in written or oral form; and the signature of the complainant or administrator who has reduced the complaint to writing.**
- c. The meeting shall occur within ten (10) working days of receipt of the complaint if both parties are available or as soon thereafter as possible.

- d. Before any negative evaluation or disciplinary action occurs as a result of a complaint, ~~written complaint is placed in an employee's personnel file~~, the District shall investigate the complaint and determine the complaint's validity. The results of the investigation indicating the area(s) of the written complaint found to be valid or invalid shall be reduced to writing and attached to the complaint.
 - e. ~~If the complaint is placed in the employee's personnel file it shall include at least the following information: name of the employee against whom the complaint is made, the date and nature of the complaint, signature of the complainant, and the statement of validity. The employee shall have the right to attach a written response to the complaint.~~
 - fe. The District will notify the employee unit member of the disposition of the complaint in a timely manner.
3. General Provisions (These apply to both informal and formal processes.)
- a. ~~Oral, unsigned or~~ Anonymous complaints shall not be:
 - i. used by the district as a basis for discipline
 - ii. reflected in the teacher's evaluation or personnel file
 - iii. reduced to writing by any district administrator.
 - b. When investigating ~~oral, unsigned or~~ anonymous complaints, the District may only use independently corroborated evidence for discipline or evaluation purposes.
 - c. Any party involved in the complaint process shall be assured freedom from criticism, discrimination, or reprisal in processing a complaint.
 - d. The employee unit member shall have the right to Association

representation of his/her choice in any meeting involving a complaint.

- e. **The name of the complainant shall be provided upon request of the unit member.**
- f. **Once the administration has determined that a complaint is valid he/she will encourage the complainant to sign a statement attesting to the accuracy of the information forming the basis for the complaint.**

K. Final Evaluation

A final written evaluation of an ~~employee~~ **unit member** who leaves employment with the District at the conclusion of the school year, will be mailed to the ~~employee~~ **unit member** upon completion.

L. Personal Life

The personal life of a ~~teacher~~ **unit member** is not an appropriate concern of the District unless it interferes with the ~~teacher's~~ **unit member's** contractual responsibilities. The personal property of ~~teachers~~ **unit members** shall not be subject to search by any district representative without a search warrant or prior approval of the ~~teacher~~ **unit member**, except in cases where there is reasonable suspicion of imminent danger to students, or facilities.

M. Workplace and Environmental Safety

The District will comply with State and Federal laws and regulations pertaining to environmental concerns, workplace safety and a healthful working environment.

~~Teachers~~ **Unit members** who notice unsafe or hazardous conditions in their work environment may report such conditions on the Safety Input Form. A copy of the form will be returned within two (2) weeks to the ~~teacher~~ **unit member** with written information regarding the District's response. Should an environmental hazard(s) be discovered during the District's investigation of the information on the Safety Input Form, bargaining unit members who work at the worksite will be notified of the hazard. In addition, when an environmental investigation is conducted, **weekly updates on the actions being taken by the District will be communicated to all affected unit members and** any written report will be made available at the worksite. **All**

written information included in any District response or investigation shall include the following: timeline of steps taken to address the conditions, findings and results, any actions being taken to mitigate the unsafe or hazardous conditions, and a timeframe for completion of any work that is required to remedy the conditions created by the safety and health hazards.

N. Anti-Discrimination

The District acknowledges that it is subject to various state and federal laws relating to discrimination based on age, race, religion, sex, marital status, national origin, sexual orientation, gender, disability, union activity or membership or non-membership in the Association.

The parties agree to encourage individuals who claim discrimination issues to use whatever currently existing procedures under the law or Board policy exist to redress these issues.

O. Student Performance Data

Any attempt to use student performance data for evaluation purposes and transfers shall take into consideration all of the following:

1. multiple measures of teacher effectiveness based on widely accepted standards of teaching that encompass a range of appropriate teaching behaviors,
2. the use of multiple evaluation methods,
3. evidence of student academic growth and learning based on multiple measures of student progress.

Student performance on tests shall not serve as a basis for disciplinary action.

P. Teaching Materials

If the District is unable, for any reason, to provide the materials, equipment and/or training necessary for implementing a District program **or curriculum**, the District will not hold members accountable for implementation of that program **or curriculum**. The District determines what materials, equipment and/or training are necessary to implement a District program **or curriculum**.