

## Article 3 — Term of Agreement

- A. This agreement shall be in full force and effect from July 1, 2022~~19~~ through June 30, 2025~~22~~, and shall be extended annually thereafter unless either or both parties inform the other of intention to modify the agreement. ~~Notification shall be in writing to the other by January 31, 2022, or any January 31st annually thereafter. The District and Association may extend the January 31<sup>st</sup> deadline by written mutual agreement.~~ The Association has notified the District of its intent to bargain a successor agreement. Bargaining shall begin on the first Monday in February with the exchange of proposals on that date.
- B. Notwithstanding the provisions of Article 3, A, above stated and any other provision of this agreement inconsistent herewith, the parties agree the following provisions shall not be reopened or modified and shall not expire unless both the District and Council agree in writing to do so:
1. Article 2
  2. Article 20 H

## Article 6 — Just Cause

- A. **DISCIPLINE.** No member of the bargaining unit will be disciplined short of dismissal without just cause.
- B. **DISMISSAL.**
1. The dismissal, nonextension, or nonrenewal of contract or probationary members of the bargaining unit who are required to hold a teaching license as prescribed by the Teacher Standards and Practices Commission for employment with the District shall not be subject to the subsection set forth below. Those members' rights shall be governed by the provisions of the Accountability for Schools for the 21st Century Law, ORS 342.805 to 342.937, which are not incorporated into this Agreement.
  2. After three years of continuous employment, members of the bargaining unit who are not required to hold a license as provided by the Teacher Standards and Practices Commission as a condition of employment shall not be dismissed without just cause. For this purpose, just cause shall be defined as any event which constitutes inefficiency, immorality, insubordination, neglect of duty, physical or mental incapacity, conviction of a felony or of a crime involving moral turpitude, inadequate performance, or failure to comply with such reasonable requirements as the District may prescribe to show normal improvement and evidence of professional training and growth.
  3. During the first three years of employment, members of the bargaining unit who are not required to hold a license by TSPC shall be considered probationary and may be dismissed or nonrenewed for any cause deemed in good faith sufficient by the District.
- C. Any criticism of an employee by a supervisor, administrator, or other agent of the employer shall be made in private and never in the presence of students or parents of students.
- D. **WRITTEN NOTICE TO APPEAR.** Whenever any bargaining unit member is required to appear before the School Board or the Superintendent concerning any matter which would be made a matter of record and could adversely affect the continuation of the employee in his or her office, position or employment, or the salary or increments pertaining thereto, then he or she shall be given prior written notice (e-mail is acceptable) of such meeting or interview and shall be entitled to have a representative of the Council or legal counsel present to advise him or her and represent him or her during such meeting or interview. If requested, the bargaining unit member or his/her representative will be informed in advance of the topic of discussion.
- E. **NEWS RELEASE.** When a bargaining unit member is disciplined, suspended or dismissed, no formal news release nor sharing information with the media, beyond that required by Oregon Law, will be made by the District, the employee, or the Council.
- ~~F. **SUSPENSION OF A CONTRACT TEACHER.** Whenever the District Superintendent has reason to believe that cause exists for the dismissal of a contract teacher on any ground specified in paragraphs (b) to (f) of subsection (1) of ORS 342.865 and when the Superintendent is of the opinion that the immediate suspension of the teacher is necessary for the best interest of education in the District, the Superintendent may suspend a contract teacher from the teacher's position without prior notice to the teacher. The teacher's salary shall continue during the first five (5) days of the suspension period. However, within five (5) days after such suspension becomes effective, either the procedure shall be commenced for the dismissal of the teacher pursuant to the provisions of ORS 342.805 to 342.955 or the teacher must be reinstated.~~

Board Counter Package Proposal, June 7, 2022

F. PAID ADMINISTRATIVE LEAVE. The District may place an employee on paid administrative leave when it determines there is sufficient reason to do so. The employee will be notified in writing of the paid administrative leave. Placing an employee on paid administrative leave does not imply the employee has engaged in misconduct.

## Article 10 — Personnel Files

- A. Each staff member will have the right, upon request to the Superintendent, to review the contents of his/her personnel file, except for confidential placement information originating outside the District, and to receive a copy without cost of any documents it contains. This file shall contain materials relevant to the staff member's employment and shall be the repository of such materials. A staff member may, at his/her request, have a representative of the Council accompany him/her during this review. Each staff member's personnel file, subject to review, shall contain the following minimum information:
1. All evaluation reports.
  2. E.S.D. staff members will register with the office the Superintendent their valid teaching certificate or license including all renewals and additional endorsements.
  3. Complete transcripts of all academic records, which shall be furnished by the bargaining unit member.
  4. Copies of annual contracts of the staff member shall be available for the staff member's inspection in the District office.

The staff member may respond in writing to any item placed in the staff member's personnel file and the response will be included in the personnel file.

- B. No disciplinary action, evaluation document, or complaint will be placed into a member's personnel file without a copy being provided to the member. Normally, the member will be asked to acknowledge receipt of a copy by affixing the member's signature to the file copy. Such a signature is not to be construed as indicating agreement with the contents thereof.

Information contained in working files shall be emptied or placed in the personnel file within two years of initial placement in the working file. [The intent is relevant information shall be incorporated in the bi-annual summative evaluation.](#)

[Information not used in an evaluation or placed in the personnel file may be kept in an investigative file for the District to use.](#)

- C. Document(s) related to performance or discipline shall not be placed in a bargaining unit member's file more than thirty (30) days after termination.