

Just Cause Provisions in the 20 Largest (ADM) School Districts

District	Term	Just Cause?	Just Cause Language	Exclusions
Beaverton	1997-01	Y	<p>“No employee in the bargaining unit shall be disciplined, reprimanded or reduced in rank or basic salary without just cause.”</p> <p>“Employees not covered by the Fair Dismissal Law who have been employed by the District for a period of not less than three (3) successive years and who have been reelected by the District after the completion of such three (3) year period for the next school year shall not be dismissed or non-renewed without just cause.”</p>	<p>“Section 1 above does not apply to the dismissal or nonrenewal of employees covered by the Fair Dismissal Law nor does it apply to assignment to or retention in Extended Responsibility assignments.”</p>
Bend	1993-98	Y	<p>“Discipline which results in suspension, written reprimand or reduction in rank or compensation shall be for just cause.”</p>	<p>“This Article does not apply to the dismissal of permanent or probationary teachers or the nonrenewal of probationary and or temporary teachers and suspensions governed by the Fair Dismissal Law nor does it apply to assignment to or retention in extra duty or extended contract assignments.”</p>
Corvallis	1994-97	Y	<p>“No employee shall be disciplined without just cause and due process.”</p> <p>“For purposes of this Article, just cause shall require that no employee shall be suspended without pay, denied an incremental or longevity step increase, or given a written reprimand without just cause.”</p>	<p>“Except as provided for in Part B of this Article, the dismissal or non-renewal of any employee in the bargaining unit shall be subject only to the requirements set forth in ORS 342.805 – 342.934 and shall not be governed by the terms of this Article or subject to a claim of a violation of this Agreement.”</p>
David Douglas	1995-99	Y	<p>“No member of the bargaining unit shall be disciplined, reprimanded or reduced in basic salary without just cause.”</p>	<p>“However, this article does not apply to the dismissal of permanent or probationary teachers or the non-renewal of probationary teacher contracts (such matters are excluded because they are governed by the Fair Dismissal Law), nor does it apply to assignment to or retention in extra duty assignments.”</p>
Eugene	1996-98	Y	<p>“No unit member shall be reprimanded in writing, suspended without pay, or reduced in rank or compensation without just cause.”</p> <p>“Any unit member employed in a position that does not require a TSPC license who has been employed by the District for a period of not fewer than three (3) successive years and who has been reelected by the District after the completion of such three (3) year period the next succeeding school year shall only be dismissed with just cause.”</p>	<p>“Termination of a unit member’s extra duty assignment may be appealed through the grievance procedure only to the Board for final determination.”</p> <p>“A non-renewed or dismissed probationary unit member shall be entitled to a hearing before the school board.”</p> <p>“During the third year of employment, a probationary teacher may appeal to binding arbitration, a claim that there was during the third year a substantial procedural violation of the then existing evaluation procedure established by the Board.”</p>

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Greater Albany	1997-99	Y	"No member of the bargaining unit shall be disciplined by reduction in compensation, suspended without pay or given a disciplinary reprimand without just cause."	<p>"Non-disciplinary communications such as a memorandum of direction and documents resulting from the evaluation process, are specifically excluded from the just cause provision.</p> <p>Dismissal of permanent teachers shall be in accordance with the Fair Dismissal Law 342.805-825, .845-915 and shall not be subject to the grievance procedures of this contract.</p> <p>Dismissal or non-renewal of all probationary and temporary teachers shall be in accordance with ORS 342.835 Fair Dismissal Law, and shall not be subject to the grievance procedures of this contract."</p>
Gresham-Barlow	1995-98	Y	"No member shall be disciplined without just cause."	<p>"The Fair Dismissal Law shall provide the exclusive procedure with respect to the dismissal of a permanent member and the exclusive grounds for such dismissal."</p> <p>"This Article does not modify the Board's rights under the provisions of ORS 342.835 to discharge, remove, or refuse to renew the contract of a probationary member for any cause deemed in good faith sufficient by the Board."</p>
Hillsboro	1996-98	Y	<p>"No disciplinary action (including the following) shall be taken by the District against any member of the bargaining unit without just cause and due process.</p> <p>a. Written reprimand b. Denial of a step increase c. Suspension without pay d. Placing a recording of a complaint or a complaint in the member's personnel file."</p>	<p>"This section G shall not apply to the dismissal or nonrenewal of any member of the bargaining unit who is subject to the requirements set forth in ORS 342.805 – 342.955, as amended (Fair Dismissal Law)."</p>
Klamath CU	1993-99	Y	"No member shall be disciplined, reprimanded, reduced in compensation (basic salary), or denied an increment without just cause."	"This Article shall not apply to dismissal of permanent teachers or dismissal or non-renewal of probationary teachers."
Lake Oswego	1997-00	Y	"No teacher shall be suspended without pay, reduced in salary, reprimanded, or otherwise disciplined in writing without just cause."	
Lincoln Co.	1995-98	Y	"Teachers will be disciplined only for just cause."	"This Article shall not apply to the dismissal or nonrenewal of a probationary teacher or the dismissal of a permanent teacher. Dismissals and nonrenewals of teachers shall be covered solely by the Fair Dismissal Law and are not subject to arbitration."

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Medford	1994-00	Y	<p>“No employee shall be disciplined, reprimanded, reduced in compensation, or suspended without just cause.”</p> <p>“Probationary teachers faced with discharge during the term of their one-hundred-ninety (190) day employment contract shall not be discharged without just cause.”</p>	<p>“This section shall not apply to the discharge or non-renewal of any employee.”</p> <p>“No permanent teacher will be dismissed except in accordance with the Fair Dismissal Law.”</p>
N. Clackamas	1997-99	Y	<p>“No unit member shall be disciplined, reprimanded, reduced in rank or compensation, deprived of any professional advantage, or terminated as a result of disciplinary action without just cause.”</p>	
Oregon City	1997-00	Y	<p>“No teacher shall be suspended without pay, reduced in basic salary, reprimanded, warned, or otherwise disciplined in writing without just cause.”</p>	<p>“This paragraph C.1 does not apply to:</p> <ul style="list-style-type: none"> a. The dismissal of permanent, probationary, or temporary teachers, or b. The non-renewal of probationary and temporary teacher contracts, or c. Formal evaluations, or d. Assignments to or retention in extra duty assignments or extended contract time.”
Portland	1995-98	Y	<p>“No unit member shall be disciplined, reprimanded or reduced in compensation without just cause.”</p> <p>“Unit members who have completed three (3) full years of service and are not covered by the Fair Dismissal law shall not be dismissed without just cause.”</p>	<p>“This Article does not apply to dismissal, except as provided in paragraph D. below, or nonrenewal of teachers or special salary placements under Appendices B & C. However, employees subjected to nonrenewal or dismissal shall be afforded the procedural rights of due process.”</p> <p>“D. In the event of dismissal from employment, a unit member having permanent status may elect to appeal the dismissal to binding arbitration in accordance with Article 6D. of this Agreement or the Fair Dismissal Appeals Board, but not both.”</p>
Reynolds	1997-00	Y	<p>“No teacher in the bargaining unit shall be disciplined, reprimanded or reduced in basic salary without just cause.”</p>	<p>“However, this Article does not apply to the dismissal of permanent or probationary teachers or the non-renewal of probationary teachers’ 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.”</p>

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Salem-Keizer	1995-98	Y	“However, no employee will be disciplined without just cause and unless the generally accepted rights of due process are protected.”	<p>“Section B, Just Cause, does not apply to the dismissal of a permanent or probationary teacher or the nonrenewal of a probationary teacher’s contract (such matters are excluded because they are governed by the Fair Dismissal Law), nor does it apply to assignment to or retention in Differential or Teacher Leadership assignments.”</p> <p>“Section B, Just Cause does not apply to the dismissal or nonrenewal of tutors.”</p>
Springfield			<i>This information will be updated based on the latest contract settlement.</i>	
Tigard-Tualatin	1996-98	Y	<p>“A.2. Discipline of an employee (other than that described in paragraph A.1) which results in oral or written reprimand, suspension or reduction of rank or compensation shall be with just cause and shall be subject to review under the grievance procedure.”</p> <p>“A.3. Employees not covered by the Fair Dismissal Law who have been employed by the District for a period of not less than three (3) successive years and who have been reelected by the District after the completion of such three (3) year period for the next school year shall not be dismissed or non-renewed without just cause.”</p>	<p>“A.1. Dismissal, non renewal or retention of permanent, temporary and probationary employees shall be governed exclusively by the provisions of the Fair Dismissal Law, where applicable, and (with respect to probationary employees) the procedure set forth in Board Policy GCPD, as amended from time to time. Regular part-time employees shall have their permanent employees status determined in accordance with Oregon Revised Statutes.”</p> <p>“A.2. . . .Evaluation is not a form of discipline.”</p>
West Linn-Wilsonville	1997-00	Y	“No teacher shall be suspended, reduced in salary, reprimanded, or otherwise disciplined in writing without just cause.”	“. . .however, this Article does not apply to the dismissal of permanent or probationary teachers or the nonrenewal of probationary teachers’ 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.”